

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Ameren )  
Transmission Company of Illinois for a )  
Certificate of Convenience and Necessity to )  
Construct, Install, Own, Operate, Maintain, )  
and Otherwise Control and Manage a 138 kV )  
Transmission Line and associated facilities )  
in Perry County, Missouri )

Case No. EA-2025-0222

**STIPULATION AND AGREEMENT**

**COMES NOW** the Office of the Public Counsel (the “OPC”) and Ameren Transmission Company of Illinois (“ATXI,” and collectively with the OPC, the “Signatories”),<sup>1</sup> by and through their respective counsel, and, for their Stipulation and Agreement (“Stipulation”), respectfully state as follows to the Public Service Commission of the State of Missouri (the “Commission”):

1. On May 1, 2025, ATXI filed its Application and supporting Direct Testimony requesting a Certificate of Convenience and Necessity (“CCN”) to “construct, install, own, operate, maintain, and otherwise control and manage a new, approximately four-mile, 138-kV transmission line and associated facilities in Perry County, Missouri.” (Appl. 1, Doc. 2).
2. On September 15, 2025, the Staff of the Commission (“Staff”) filed its Recommendation and accompanying Memorandum detailing its investigation and requesting that the Commission approve ATXI’s request for a CCN, subject to a number of conditions. (Recommendation Mem. 33-39, Doc. 13).
3. The Staff and ATXI later filed a Joint Recommendation for Granting of Certificate of Convenience and Necessity (the “Joint Recommendation”) identifying modifications to one of Staff’s proposed conditions and the deletion of three other proposed conditions. (Jt. Recommendation 2, Doc. 14). With those proposed changes, Staff and ATXI requested

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<sup>1</sup> The Staff of the Commission (“Staff”) has been advised of this Stipulation and Agreement and does not object to it.

that the Commission issue the CCN and impose the conditions identified in Staff's Recommendation, as modified by the Joint Recommendation. (*Id.*).

4. On October 24, 2025, the OPC filed its Response to Staff Recommendation (the "OPC Response") after requesting and receiving an extension of time to do so. (Doc. 18). In its Response, the OPC raised concerns with the language of ATXI's proposed easement and requested that the Commission impose two additional conditions on its grant of the CCN that (1) required ATXI to work with Staff and OPC to make changes to the notice letter sent to landowners when requesting an easement and in the proposed easement itself, and (2) remove certain language from the proposed easement.
5. ATXI responded and opposed the OPC's proposed conditions. (Doc. 21). The OPC replied to ATXI's response (Doc. 26) and ATXI filed a sur-reply (Doc. 27).
6. On December 18, 2025, the Commission held a Procedural Conference and subsequently issued its Order Directing Filing of Proposed Procedural Schedule, directing Staff to file a joint proposed procedural schedule on or before January 21, 2026, on behalf of all parties. (Doc. 29).
7. The Signatories have reached a compromise agreement to resolve their entire dispute regarding OPC's proposed conditions with ATXI agreeing to modify the notice letter that ATXI will provide to landowners from whom it requests an easement for the Grand Tower project that is the subject of this matter. The modified customer notice is attached to this Stipulation and Agreement as Attachment A.
8. The Signatories agree that the Commission should issue the CCN requested by ATXI in the Application, with the conditions identified by Staff, as modified in the Joint Recommendation. Based on this agreement, the Signatories request that the Commission

suspend the requirement for Staff to file a joint proposed procedural schedule on behalf of all parties.

### **General Terms**

9. This Stipulation is being entered into for the sole purpose of disposing of the issue that is specifically addressed herein. Unless otherwise explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue recovery, or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding.
10. This Stipulation has resulted from negotiations among the Signatories, and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation unconditionally and without modification, or if the Commission approves the Stipulation with modifications or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.
11. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Signatories waive their respective rights to (1) present oral argument and written briefs pursuant to §536.080.1 RSMo., (2) the reading of the transcript by the Commission pursuant to §536.080.2 RSMo., (3) seek rehearing pursuant to §386.500 RSMo., and (4) judicial review pursuant to §386.510 RSMo., as to the issue settled by this Stipulation only. This waiver applies only to a Commission order approving

this Stipulation without condition or modification issued in this proceeding and only to the issue that is resolved hereby. This waiver does not apply to any issue not explicitly addressed by this Stipulation. The Signatories agree that all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

12. If the Commission does not unconditionally approve this Stipulation without modification, or approves it with modifications or conditions to which a party objects, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights any Signatory has for a decision in accordance with Section 536.080, RSMo. 2000, or Article V, Section 18, of the Missouri Constitution, and the Signatories retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.
13. This Stipulation contains the entire agreement of the Signatories concerning the issue addressed herein.
14. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigatory powers or other

statutory powers which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information.

**WHEREFORE**, the Signatories respectfully request that the Commission issue an Order approving this Stipulation and Agreement.

Respectfully submitted,

<u>/s/ Lindsay VanGerpen</u> Lindsay VanGerpen (#71213) Senior Counsel  Missouri Office of the Public Counsel P.O. Box 2230 Jefferson City, MO 65102 Telephone: (573) 751-5565 Facsimile: (573) 751-5562 E-mail: <a href="mailto:Lindsay.VanGerpen@opc.mo.gov">Lindsay.VanGerpen@opc.mo.gov</a>	<u>/s/ Michael R. Tripp</u> Michael R. Tripp (#41535) Attorney for Ameren Transmission Company of Illinois  JBL LAW, LLC 9020 S. Barry Rd. Columbia, MO 65201 Telephone: (573) 476-0050 E-mail: <a href="mailto:tripp@jblawllc.com">tripp@jblawllc.com</a>
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### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the forgoing have been emailed to all counsel of record this 21st day of January 2026.

/s/ Lindsay VanGerpen