

Construction Coordination Agreement

By and Among

**AMEREN SERVICES COMPANY,
as designated agent for Union Electric Company d/b/a Ameren Missouri,**

and

City of Columbia, Missouri

**for Coordination with City's Columbia Water and Light on CWL-Overton-1 161 kV
Transmission Line Rebuild and Reroute**

Dated as of:

November 14, 2025

AGREEMENT

This Construction Coordination Agreement ("Agreement"), dated as of November 14, 2025 is entered into by and among Ameren Services Company, a Missouri corporation ("Ameren Services" or "Ameren"), as designated agent for Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri") and the City of Columbia, Missouri ("City of Columbia" or "City"), a municipal corporation which owns the municipal utility for the City of Columbia, which is operated by the Columbia Water and Light Department ("Columbia Water and Light" or "CWL"). Together these entities will be referred to as the Parties ("Parties").

WHEREAS:

A. City of Columbia, Missouri and Union Electric Company, (a/k/a Ameren Missouri), entered into an interconnection agreement dated September 18, 1979, as amended (the "Interconnection Contract"), to provide for the continued coordinated interconnected operation of their transmission systems at defined points of interconnection and possible sale and purchase of electric power and energy, including the interconnection point at the Overton substation;

B. Ameren Missouri desires to build a new substation to be known as the Cooper substation ("Cooper") to accommodate future connections of 161 kV lines, necessitating the removal of 161 kV equipment and rerouting of 161 kV area connections, including CWL's CWL-Overton-1 161 kV transmission line, from Ameren Missouri's Overton substation to the new Cooper substation; and

C. The Parties desire to enter this Agreement to define the rights and responsibilities of the Parties with respect to the work required to facilitate and accommodate the modifications required at Ameren Missouri's Overton substation to accommodate the removal of 161 kV equipment and rerouting of 161 kV area connections to Ameren Missouri's Cooper substation and maintain safe, reliable and synchronized operations between Ameren Missouri's and City's transmission systems; and

D. The Parties agree to cooperate and execute their respective obligations and responsibilities under this Agreement in good faith.

NOW THEREFORE, in consideration of the mutual representations, covenants, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article.

- 1.1 “Applicable Regulatory Requirements” shall mean any of the applicable practices, methods and acts required by NERC, FERC, SERC, MISO, OSHA, Reliability First, the Missouri Public Service Commission, or other governmental agency or regional reliability council having jurisdiction over the Parties regarding the subject matter of this Agreement, or the successor of any of them.
- 1.2 “Transmission Systems” shall mean the facilities and equipment owned or controlled by Ameren Missouri and City of Columbia or CWL for purposes of providing transmission and interconnection service.
- 1.3 "Construction Supervisor" shall mean Ameren’s on-site contact responsible for handling urgent matters onsite, facilitating conversation between the field and Ameren personnel, and executing safety audits.
- 1.4 “Costs” shall mean the direct and indirect costs and expenses, including, but not limited to, labor, materials, overhead, taxes, capital expenditures, if applicable, the costs of financing and taxes and any Incidental Expenses. Costs are calculated on a time and materials basis.
- 1.5 “FERC” shall mean the Federal Energy Regulatory Commission or its successor.
- 1.6 “FPA” shall mean the Federal Power Act, as it may be amended from time to time.
- 1.7 “Good Utility Practice” shall mean any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to City and Ameren Missouri as transmission system operators, and CWL as owner of the CWL-Overton-1 161 kV transmission line.
- 1.8 "Overton Modifications" shall mean the facilities and equipment being rebuilt, relocated, or constructed at the Overton substation as described in Schedule 2.
- 1.9 “Incidental Expenses” shall mean those expenses incidental to the performance of work pursuant to this Agreement, including, but not limited to, document preparation, design review, and installation monitoring (including overhead).
- 1.10 “SERC” shall mean the SERC Reliability Corporation, a nonprofit regulatory authority for administration of bulk power system reliability, or its successor.

- 1.11 “MISO” shall mean Midcontinent Independent System Operator, Inc., or its successor or equivalent.
- 1.12 “NERC” shall mean North American Electric Reliability Corporation, or its successor.
- 1.13 “OSHA” shall mean the Occupational Safety and Health Administration, or its successor.

ARTICLE 2 PURPOSE AND SCOPE

- 2.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions governing the work required to enable CWL to accommodate Ameren’s CWL-Overton-1 161 kV transmission line reroute for the construction of the new Cooper substation and to enable continued coordination between the Parties with respect to the impact of the CWL-Overton-1 161 kV transmission line reroute on City’s transmission system.

ARTICLE 3 RESPONSIBILITIES

- 3.1 CWL’s Responsibilities. CWL shall provide all current design drawings and other information regarding the CWL-Overton-1 161 kV transmission line as required by Ameren to perform its responsibilities under this Agreement. CWL will also review Ameren’s engineered drawings to ensure that the design meet’s CWL’s standard specifications. CWL shall coordinate with Ameren, as appropriate.
- 3.2 Ameren Responsibilities. Ameren shall perform such engineering design review, witness testing and other work associated with coordination with the CWL-Overton-1 161 kV transmission line reroute, as described in Schedule 2 hereto and otherwise in accordance with Good Utility Practice and Applicable Regulatory Requirements (collectively the “Ameren Work”). Ameren’s Work shall not be construed as a warranty or representation to CWL, or any other person or entity, of the adequacy, suitability, safety or reliability of the design, construction, installation or operation of the CWL or City owned facilities. Ameren's review or comments on any document provided by CWL or City shall not relieve CWL or City of its responsibility for the correctness or adequacy of the document or work to be performed.
- 3.3 Communication, Cooperation, Coordination and Access.
 - (a) The Parties acknowledge the importance of ongoing communication and discussion with respect to the matters covered by this Agreement, and the Parties shall cooperate with each other and coordinate completion of their respective work under this Agreement.
 - (b) Ameren and CWL shall coordinate with each other to obtain the necessary easements and access rights as may be necessary for Ameren’s performance of the Ameren Work under this Agreement.

ARTICLE 4 SCHEDULE OF WORK

- 4.1 Ameren and CWL shall use reasonable efforts to perform their respective responsibilities detailed in Schedule 1 and Schedule 2 in accordance with the schedule of work attached as Schedule 3.

ARTICLE 5 SAFETY

- 5.1 General. Each Party agrees that all work performed by either Party that may reasonably be expected to affect the other Party shall be performed in accordance with Good Utility Practice and all applicable laws and Regulatory Requirements pertaining to the safety of persons or property.

ARTICLE 6 INSURANCE

- 6.1 Obligations. Each Party shall maintain insurance as described in paragraphs A through D below. All insurance shall be procured from insurance companies rated “A” or better by AM Best and authorized to do business in a state or states in which the Parties’ facilities are located. Failure to maintain required insurance shall be a Breach of this Agreement.
- A. Workers Compensation insurance with statutory limits, as required by the state and/or jurisdiction in which the work is to be performed, and employer’s liability insurance with limits of not less than one million dollars (\$1,000,000.00).
 - B. Commercial General Liability Insurance providing bodily injury, property damage, and personal injury coverage with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence and shall include broad form contractual and products/completed operations coverage.
 - C. Automobile Liability Insurance for owned, non-owned, and hired autos with a combined single limit of not less than one million dollars (\$1,000,000.00) per accident.
 - D. Excess or Umbrella Liability Insurance with a combined single limit of not less than twenty million dollars (\$20,000,000.00) per occurrence. These limits apply in excess of the above-mentioned policies.
- 6.2 Named Parties. The commercial general liability policy procured by each Party (the “Insuring Party”) shall name each the other Party (each an “Insured Party”), and its officers, agents, and employees, as additional insureds, and providing all standard coverages and covering all liability of the Insured Party arising out of or in any way connected with the operations, performance, or lack of performance under this Article and/or this Agreement,

or the presence of the Insuring Party, the Insuring Party's employees, subcontractors, or equipment, in any connection with this Article or this Agreement.

- 6.3 Content of Policies. The above-mentioned insurance policies (except workers' compensation) shall provide the following:
- A. Be primary to any other insurance carried by the Insured Party.
 - B. Contain standard cross-liability provisions.
 - C. Provide for a waiver of all rights of subrogation which the Insuring Party's insurance carrier might exercise against the Insured Party.
- 6.4 Self-Insurance. At its option, either Party may, with adequate credit assurance provided to the other Party, in conformity with established electric industry standards and practices, self-insure all or part of its insurance obligations under this Article. A Party's election to self-insure shall not in any manner result in a reduction of rights and/or benefits otherwise available to the other Party through formal insurance policies and endorsements customary in the electric utility industry.
- 6.5 Notices; Certificates of Insurance. All policies of insurance shall provide for thirty days prior written notice of cancellation or material adverse change. Each Party shall provide the other with certificates of insurance prior to initial operation of the Interconnection Facilities and thereafter at such time intervals as they shall mutually agree upon, provided that such interval shall not be less than one year. All certificates of insurance shall indicate, in the Special Items Section, that all policies except Workers Compensation and Professional Liability will contain: 1) Additional Insured Endorsement, 2) Waiver of Subrogation Endorsement and 3) Primary Insurance Endorsement as required in this Article.
- 6.6 Subcontractor Insurance. In accordance with Good Utility Practice, each Party shall require each of its subcontractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding of contractors or subcontractors shall be at the hiring Party's discretion, but regardless of bonding, the hiring principal shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

ARTICLE 7 LIABILITY

- 7.1 Limitation on Liability. No Party, nor its respective officers, directors, agents, employees, parent or affiliates, successors or assigns, will be liable to another Party or its parent, subsidiaries, affiliates, officers, directors, agents, employees, successors or assigns, for claims, suits, actions or causes of action, or otherwise, including third party claims, for incidental, punitive, special, indirect, multiple or consequential damages (including attorneys' fees and other litigation costs, costs of replacement power, or claims for lost profits or revenues) connected with or resulting from any action or inaction under this Agreement, including, without limitation, any such consequential damages which are based upon causes of action for breach of contract, tort (including negligence and

misrepresentation), breach of warranty, strict liability, statute, operation of law, or any other theory of recovery.

- 7.2 Delay in Construction. Notwithstanding any other provision of this Agreement, Ameren shall not be liable to the City of Columbia or CWL for any costs, expenses, losses, liabilities or damages, which Ameren may incur or sustain and which arise out of, relate to or result from any delay in the completion of construction of the CWL-Overton-1 161 kV transmission line rebuild and reroute.

ARTICLE 8

INDEMNIFICATION

- 8.1 Indemnity Obligation. Subject to Article 9, Each Party (the “Indemnifying Party”) shall, to the extent allowed by law, indemnify, hold harmless, and upon request, defend the other Party, its parents, affiliates, and its officers, directors, employees, agents, contractors, subcontractors, invitees, and successors (each such Party, an “Indemnified Party”) from and against any and all claims, liabilities, costs, damages, and expenses (including, without limitation, reasonable attorneys’ fees and court costs) for:
- (a) Claims by governmental authorities or others (including subcontractors and employees) with respect to the Interconnection Facilities of any actual or asserted failure of the Indemnifying Party to comply with any law, ordinance, regulation, rule or order of any governmental or quasi-governmental body, including without limitation, actual or asserted failure of the Indemnifying Party to pay taxes, duties, or fees or to comply with employee safety orders, safe place, or employment laws;
 - (b) Any losses, damages, injuries, or death to persons, including the Indemnified Party’s employees or any subcontractor’s employees, or to property, including property of any Indemnified Party, arising out of or in any manner related to any operations, performance, failure of performance or breach under this Agreement by the Indemnifying Party, its employees, agents, representatives, or subcontractors; except to the extent such loss results from the negligence or willful misconduct of the Indemnified Party; and
 - (c) Actual or alleged contamination, pollution or public or private nuisance, arising directly or indirectly out of the acts or omissions to act of the Indemnifying Party or its subcontractors or suppliers relating to this Agreement, or from the presence of the Indemnifying Party, the Indemnifying Party’s employees, subcontractors, facilities, or equipment in any connection with this Agreement.

- 8.2 Notice.

- 8.2.1 If an Indemnified Party intends to seek indemnification under Article 8 from the Indemnifying Party, the Indemnified Party shall give the Indemnifying Party notice of such claim in writing as soon as practicable under the circumstances.
- 8.2.2 The notice provided pursuant to Section 8.2.1 shall describe the claim in reasonable detail and shall indicate the amount (estimated if necessary) of the claim that has been or may be sustained by, said Indemnified Party.
- 8.3 Assumption of Defense. Promptly, after receipt by the Indemnifying Party of notice provided pursuant to Section 8.2.1 of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Article 8 may apply, the Indemnifying Party shall assume the defense of the Indemnified Party. The Indemnifying Party shall designate counsel for such representation reasonably satisfactory to the Indemnified Party, whose consent to such designated counsel shall not be unreasonably withheld, delayed or conditioned; provided, however, that if the Indemnifying Party and the Indemnified Party are both defendants in any action and the Indemnified Party reasonably concludes that there may be legal defenses available to it which are different from, additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to defend it in such action.
- 8.4 Obligation to Contest Claim. Should a Party be entitled to indemnification under this Article 8 as a result of a claim by a third party, and the Indemnifying Party fails to assume the defense of such claim, the Indemnified Party will at the expense of the Indemnifying Party contest (or, with the prior written consent of such Indemnifying Party, settle) such claim, provided that no such contest may be made, and no settlement or full payment of any such claim may be made, without consent of the Indemnifying Party, which consent shall not be unreasonably withheld. In the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 8, the amount owing to the Indemnified Party will be the amount of such Party's actual out-of-pocket loss net of any insurance proceeds received or other recovery, together with its legal fees and other costs incurred in contesting the claim.
- 8.5 Settlement of Claims.
- 8.5.1 Consent Required. Neither the indemnifying nor the indemnified Party may settle or compromise any claim for which indemnification is sought without the prior consent of the other Party; provided, however, that such consent shall not be unreasonably withheld or delayed.
- 8.5.2 Non-Disclosure of Settlement. In connection with the settlement of any claim, the Parties may mutually agree in writing to not publicize the settlement; provided, however, that neither Party will be precluded from disclosing the existence or content of the settlement agreement if required to do so by law.

- 8.6 Employees. Each Party shall comply with applicable workers' compensation laws, and the indemnification provided in this Article 8 shall be fully applicable to all claims and payments arising under such laws.
- 8.7 Survival. The limitation of liability provided for, and the indemnification obligations of each Party under this Article 8 shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

ARTICLE 9 TERM AND TERMINATION

- 9.1 Term. This Agreement shall be effective on such date as it is permitted to become effective by the Federal Energy Regulatory Commission ("FERC") and shall continue in effect until terminated: (1) by mutual agreement of the Parties, (2) automatically, upon completion of all the following: (i) construction of the Cooper substation, (ii) final energization of the CWL-Overton-1 161 kV transmission line, (iii) completed coordination with Ameren and City of Columbia and CWL's facilities, and , (3) by either Party upon a Default by the other Party.
- 9.2 Survival of Rights. Termination of this Agreement shall not relieve a Party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

ARTICLE 10 BREACH, CURE AND DEFAULT

- 10.1 Breach. A breach of this Agreement shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement.
- 10.2 Cure and Default.
- (a) Upon the occurrence of any event of breach, the Party not in breach (hereinafter the "Non-Breaching Party"), when it becomes aware of any such breach, shall give written notice of the breach to the breaching Party (the "Breaching Party"). Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon receiving written notice of the breach hereunder, the Breaching Party shall have thirty (30) days to cure such breach. If the breach is such that it cannot be cured within such thirty (30) day time period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the breach within such thirty (30) day time period and thereafter diligently pursue such action to completion. In the

event the Breaching Party fails to cure the breach, or to commence reasonable and appropriate steps to cure the breach, within such thirty (30) day time period, the Breaching Party will be in "Default" of the Agreement.

- (b) Upon the occurrence of a Default, the Non-breaching Party may, terminate this Agreement by providing written notice of termination to the other Party, except that where a Default has been disputed by the Breaching Party, termination of this Agreement on account of such Default may not occur absent a final, binding and non-appealable decision by an arbitrator or a government agency or court of competent authority having jurisdiction, making a determination of said Default.

ARTICLE 11 CONFIDENTIALITY

- 11.1 Nondisclosure. No Party shall disclose any Confidential Information of any Party obtained pursuant to or in connection with the performance of this Agreement to any third party without the express written consent of the other Parties, except that any Party may produce Confidential Information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the Party whose Confidential Information it is.
- 11.2 Definition. "Confidential Information" means any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by the Parties to the other prior to the execution of this Agreement. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Operating Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the other Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) was disclosed with the prior written approval of the disclosing Party; (vi) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or (vii) is required, in accordance with this Article, to be disclosed by any federal or state government or agency or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement held in a court or agency of competent jurisdiction. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential. Finally, for the purposes of this Agreement, information is

Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

- 11.3 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination.
- 11.4 Use of Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Parties under this Agreement or its Regulatory Requirements, or in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Agreement, subject either to a confidentiality agreement with all participants (including, if applicable, arbitrator(s)) or to a protective order.
- 11.5 Survival. The confidentiality provisions of this Article shall survive the termination of this Agreement for a period of three (3) years.

ARTICLE 12 RESERVED

ARTICLE 13 NOTICES AND COMMUNICATIONS

- 13.1 Unless otherwise specified herein, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by hand delivery, cable, telecopy (confirmed in writing), overnight express delivery, or telex, or by mail (registered or certified, postage prepaid) to the respective Operating Parties as follows:

To Ameren:

General Counsel
Ameren Services (MC 1300)
One Ameren Plaza
1901 Chouteau Avenue
P.O. Box 66149
St. Louis, Missouri 63166
T: (314) 554-3271
F: (314) 554-4014

To Columbia Water and Light:

Eric Worts
Engineering Supervisor
Columbia Water and Light
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205
T: 573-874-6381

Any such notice or communication will be deemed to have been given as of the date received.

- 13.2 Any Party may change its address or designated representative for notices by notice to the other in the manner provided above.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Governing Law.

- (a) This Agreement and all rights and obligations of the Parties hereunder are subject to all applicable state and federal laws and all applicable duly promulgated orders and regulations, and duly authorized actions taken by the executive, legislative, or judicial branches of government, or any of their respective agencies, departments, authorities, or other instrumentalities having jurisdiction.
- (b) When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the conflict of law principles thereof.
- (c) Except for those matters covered in this Agreement and which are either jurisdictional to FERC or submitted to arbitration pursuant to Article 14, any action arising out of or concerning this Agreement must be brought in any state or federal court of competent jurisdiction in the State of Missouri. All Parties hereby consent to the jurisdiction of any state or federal court of competent jurisdiction in the State of Missouri for the purpose of hearing and determining any action not preempted by FERC.

14.2 Compliance with Law.

In performing its obligations under this Agreement, each Party shall comply with all applicable laws and Regulatory Requirements.

- 14.3 Taxes. Except as otherwise provided in this Agreement, each Party agrees to pay any and all local, state, federal sales, use, excise, or any other taxes which are now, or in the future may be, assessed and legally owed by such Party pertaining to goods provided and/or the services performed under this Agreement.


- 14.4 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making any Party jointly or severally liable for the acts of any other Party. Unless otherwise agreed to in a writing signed by the Parties, no Party shall have any authority to create or assume in another Party's name or on its behalf, any obligation, express or implied, or to act or purport to act as another Party's agent or legally empowered representative for any purpose whatsoever. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of

persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily-mandated workers' compensation coverage. None of the individuals employed by any Party shall be considered employees of another Party for any purpose; nor shall any Party represent to any person that such individuals are or shall become employees of the other Party. Except as expressly provided for herein, no Party shall be liable to any third Party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of another Party.

- 14.5 No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any benefits, interests, rights, or remedies under or by reason of the Agreement.
- 14.6 Failure to Enforce. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver or of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.
- 14.7 Severability. If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of any Party hereto. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.
- 14.8 Entire Agreement. This Agreement, including all schedules, appendices and other attachments hereto and made part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between CWL and Ameren pertaining to interconnection service for the Ameren Transmission System and the City of Columbia Transmission System and constitutes the entire agreement among the Parties with respect to its subject matter, and as to all other representations, understandings, or agreements which are not fully expressed herein

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first above written.

**AMEREN SERVICES COMPANY,
as designated agent for Ameren Missouri**

By: 

Name: Shawn E. Schukar

Title: Sr. Vice President

Date: 11-18-2025

CITY OF COLUMBIA, MISSOURI, Missouri, Columbia Water and Light

By: De'Carlton Seewood, City Manager

Date: _____

Attest:

By: Sheela Amin, City Clerk

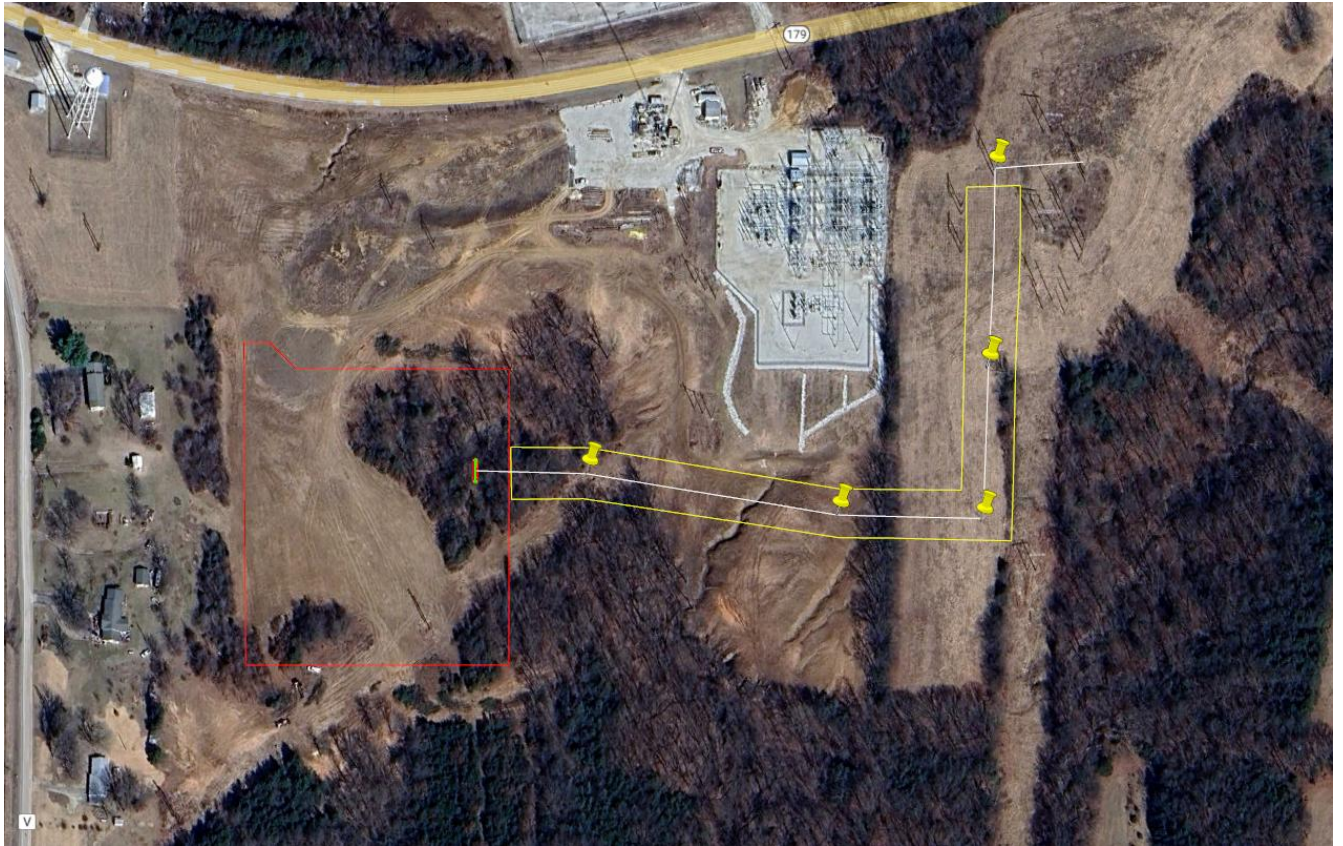
Approved as to Form:

By: Nancy Thompson, City Counselor/ek

CERTIFICATION: I certify that no City funds will be expended under this Agreement.

By: Matthew Lue, City Director of Finance

Schedule 1 Project Layout



Schedule 2

Ameren Scope of Work

The Overton Modifications will involve a rebuild and reroute of the CWL-Overton-1 161 kV transmission line from the existing Overton 69 kV substation to the new Cooper 161 kV substation. This will include the relocation of the CWL-Overton terminal for the 161 kV line and the construction of five (5) structures to be added as part of the re-route. Ameren will perform engineering design reviews, witness testing and other work for the Overton Modifications, as necessary to provide proper coordination with Ameren and City's facilities.

Schedule 3 Schedule of Work

CWL Milestone

Current engineering diagrams provided to Ameren	10/17/2025
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Ameren Milestones*

Create design for reroute	Effective Date– 04/30/2026
Perform Engineering Studies	05/01/2026 – 08/31/2026
Construct the rebuild and reroute of transmission line **	03/01/2027 – 05/01/2027
Inspection, witnessing, testing ***	06/02/2027 – 09/14/2027

* Ameren’s performance and completion of Milestones are subject to CWL’s timely performance of Milestone.

** Ameren will be utilizing subcontractors to perform transmission line and substation electrical and civil construction activities.

*** During the construction of the reroute of the CWL-Overton-1 161 kV transmission line, quality inspections will also be performed by subcontractors on the transmission line construction, which Ameren will witness during the outage period through an onsite Construction Supervisor. Ameren can be present during any or all part of the work being performed. The exact Schedule of Work performed by Ameren will be coordinated between Ameren and CWL technical contacts to facilitate communication effectively and quickly, and to minimize the commitment of Ameren time and materials to support the project.

Ameren's technical contact for the project is:

Justin Wenk
Ameren Missouri
1901 Chouteau Ave.
St. Louis, MO, 63103
Phone: 314-960-8905

CWL's technical contact for the project is:

Eric Worts
Columbia Water and Light Department
701 E. Broadway
P.O. Box 6015
Columbia, MO 60205
Phone: 573-874-6381