

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

In the Matter of the Application of Co-Mo)	
Electric Cooperative for Approval of)	File No. EO-2022-0332
Designated Service Boundaries Within)	
Portions of Cooper County, Missouri.)	
)	
In the Matter of the Application of Co-Mo)	
Electric Cooperative for Approval of)	File No. EO-2022-0190
Designated Service Boundaries Within)	
Portions of Cooper County, Missouri.)	

JOINT RESPONSE TO STAFF’S RECOMMENDATION

COME NOW Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “Company”) and Co-Mo Electric Cooperative, Inc. (“Co-Mo”) and for their joint response to the Staff Recommendation filed by Staff on November 23, 2022, state as follows:

1. Ameren Missouri and Co-Mo are parties to a Stipulation and Agreement submitted in File No. EO-2022-0190 on May 27, 2022 (the “Stipulation”). Appendix 1 to the Stipulation is a May 27, 2022, Territorial Agreement (the “Agreement”) among Ameren Missouri and Co-Mo. Exhibit A to the Agreement reflects maps of the territories allocated by the Agreement to each of Ameren Missouri and Co-Mo. The Agreement provides for a later submission of legal descriptions of those areas.

2. Ameren Missouri and Co-Mo submitted the above-referenced legal descriptions to the Commission in File No. EO-2022-0332,¹ which is a separate docket arising from File No. EO-2022-0190 in which Ameren Missouri and Co-Mo seek approval of the Agreement.

3. One of the areas in Cooper County, Missouri allocated to Co-Mo by the Agreement and described in detail in the Joint Submission as Co-Mo Area 1 included land owned by the City

¹ See Joint Submission of Legal Descriptions (“Joint Submission”).

of Boonville, Missouri which comprises the existing City of Boonville Airport and land adjacent thereto owned by the City.²

4. Ameren Missouri and Co-Mo agreed, given Ameren Missouri's current service to the Boonville Airport and its continuing right as provided by law to serve existing structures (or replacements of them) at the Boonville Airport, that the public interest supports amending the Agreement to allow Ameren Missouri to serve any additional structures that might be erected on the Boonville Airport property.

5. Ameren Missouri and Co-Mo executed and filed a First Addendum to Territorial Agreement, the sole purpose of which was to exclude the Boonville Airport property from Co-Mo Area 3 in Cooper County, Missouri, and to include the Boonville Airport property in Ameren Area 1 in Cooper County, Missouri. Specifically, the First Addendum to Territorial Agreement modified the legal descriptions and the maps contained in the Joint Submission to exclude the Boonville Airport property from Co-Mo Area 3 in Cooper County, Missouri, and to include the Boonville Airport property in Ameren Area 1 in Cooper County, Missouri.

6. Staff's Recommendation suggests that the Commission approve the Agreement but also suggests the Commission include two "further orders," as follows:

- a. That the parties amend their verified pleadings as may be necessary to address any change of customer service; or file other pleadings explaining why no such amendment is required; and
- b. That the parties shall either a) notify any customer whose service might be changed of that customer's rights and provide the Commission Staff with an exemplar of such notice prior to issuance; or b) file a pleading with the

² The City may expand the Boonville Airport in the future, including the erection of additional structures. In this regard, Ameren Missouri and Co-Mo have agreed that Ameren Missouri would also provide electric service to any expanded airport and will submit the legal descriptions of such additional land, if it is acquired, to the Commission.

Commission explaining why no such notice is necessary; and c) file amended tariffs with the Commission as described in detail in Staff's Official Memorandum.

7. As to further order a), no amendment to the parties' pleadings is required. Approval of the Agreement will not result in a change of customer service for any customer of either Ameren Missouri or Co-Mo. More specifically, if a customer's structure is being served by Ameren Missouri today but that land on which that structure is located is within the territory prospectively allocated to Co-Mo by the Agreement, that customer's structure will continue to be served by Ameren Missouri. The same is true if a customer structure is being served by Co-Mo today but that land on which that structure sits is prospectively allocated to Ameren Missouri – Co-Mo will continue to serve it. Indeed, the Agreement specifically provides that all "Existing Structures," which include a replacement of a structure existing on the Effective Date of the Agreement, will continue to be served by whichever utility served that structure prior the Effective Date of the Agreement. *See* Agreement, §§ 2.3; 1.5 (defining Existing Structure). The parties' pleadings, of which the Agreement was a part, already so state. There is no need to amend them.

8. As to further order b), there is similarly no need to provide notice to a customer whose service might be changed because there will be no change of service, as outlined above. As the parties have outlined in prior pleadings filed in this docket, neither the territorial agreement statute (§ 394.312, RSMo) or the Commission's rules governing territorial agreements contemplate any such notice. And the rules strongly suggest that if the Commission desired to give a notice it would only be given to customers whose service would be changed at the time of filing the territorial agreement. *See* 20 CSR 4240-3.130(1)(E) (Applications for approval of territorial agreements are required to include a "list of persons and structures whose utility service would be changed by the proposed agreement at the time of the filing" (emphasis added)). There were and

are no such persons (at the time of the filing or when the Agreement would become effective, i.e., upon Commission approval).

9. As for further order c), Ameren Missouri will prepare and file, within a time specified by the Commission in its order approving the Agreement, tariff sheets reflecting the territorial changes, as it does for each territorial agreement approved by the Commission. Ameren Missouri requests that it be afforded 30 days post-the issuance of the approval order to file such tariff sheets.

WHEREFORE, Ameren Missouri and Co-Mo hereby respond to Staff's Recommendation, request that further orders a) and b) as quoted in ¶ 6 of this response not be ordered, because they are unnecessary for the reasons outlined herein, and request that Ameren Missouri be afforded 30 days post-the issuance of an order approving the Agreement to file revised tariff sheets.

Respectfully submitted,

/s/ **James B. Lowery**

James B. Lowery, MO Bar #40503
JBL Law, LLC
3406 Whitney Ct.
Columbia, MO 65203
Telephone: (573) 476-0050

**ATTORNEYS FOR UNION ELECTRIC
COMPANY d/b/a AMEREN MISSOURI**

/s/ **Megan E. McCord**

Megan E. McCord, Mo. Bar #62037
Friel, McCord & Smiley, LLC
P.O. Box 14287
Springfield, MO 65814
Phone: (417) 227-8405
mmccord@reclawfirm.com

**ATTORNEYS FOR CO-MO ELECTRIC
COOPERATIVE, INC.**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 1st day of December, 2022, served the foregoing
by e-mail to all counsel of record.

/s/James B. Lowery
James B. Lowery