

In the matter of the Application of Black River)
Electric Cooperative and The City of) Case No. EO-2014-_____
Fredericktown, Missouri for Approval of an)
Addendum to an Approved Territorial Agreement)

Black River Electric Cooperative (“Black River”) and the City of Fredericktown, Missouri (“Fredericktown ”) (herein individually referred to as “Applicant” and jointly as “the Applicants”), pursuant to and in accordance with: (i) §394.312.4 RSMo.; (ii) 4 CSR 240-2.060, (iii) 4 CSR 240-3.110; and (iv) a territorial agreement previously approved by the Commission, hereby provides notice of and requests Commission approval of Addendum No. 2 to the Territorial Agreement. In support of their application, the Applicants state as follows:

1. Black River is a Missouri Rural Electric Cooperative, organized under Chapter 394 of the Revised Statutes of Missouri. Black River engages in the business of providing electricity and related services to its members. Black River's principal office and place of business is located at 2600 Highway 67, Fredericktown, Missouri 63645. Black River is not an "electric corporation" or a "public utility" as those terms are defined in RSMo. §386.020; consequently, Black River is not generally subject to the jurisdiction and supervision of the Commission.

2. A Certificate of Good Standing from the Missouri Secretary of State establishing that Black River is duly authorized to conduct business in the State of

Missouri is attached hereto as Appendix 1 and is incorporated herein by this reference.

3. Black River has no pending or final judgments or decisions against it from which any state or federal agency or court involving customer service or rates, which action, judgment or decision has occurred within three (3) years from the date of this Application.

4. Black River has no annual reports or assessment fees that are overdue.

5. Fredericktown is a Missouri Fourth Class city organized and existing under the laws of the State of Missouri (RSMo. §§72.040 and 79.010), with its principal office at 124 West Main Street, Fredericktown, Missouri 63645.

6. Fredericktown owns, operates and maintains an electrical distribution system to serve residents and inhabitants of Fredericktown in Madison County, Missouri.

7. Fredericktown has no pending or final judgments or decisions against it from which any state or federal agency or court involving customer service or rates, which action, judgment or decision has occurred within three (3) years from the date of this Application.

8. Fredericktown has no annual reports or assessment fees that are overdue.

9. Correspondence, communications, orders and decisions of the Commission should be sent to the Parties as follows:

Black River Electric Cooperative
c/o R. Scott Reid
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Bollinger, LLC
Attorneys at Law
135 East Main Street
P.O. Box 151
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sreid@schnapplaw.com

City of Fredericktown, MO
c/o Mary Eftink Boner
Ludwig & Boner, LC
Attorneys at Law
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meb@lbmolaw.com

Thomas J. Steska
Black River Electric Cooperative
2600 Highway 67
Fredericktown, MO 63645

Mayor Kelly Korokis
City of Fredericktown, MO
124 West Main Street
Fredericktown, MO 63645

II. EXISTING TERRITORIAL AGREEMENT

10. The Applicants previously entered into a Territorial Agreement, which designated boundaries of each Applicant's respective exclusive service area for new structures erected in portions of Madison County, Missouri. The Commission established Case No. EO-2012-0047 to consider the Territorial Agreement. Before approving the Territorial Agreement, the parties entered into a First Addendum to the Territorial Agreement. The Commission approved the Territorial Agreement and the First Addendum in a Report and Order dated October 19, 2011.

11. On or about September 23, 2014, the Applicants entered into Addendum No. 2 to the Territorial Agreement ("Addendum No. 2"). Addendum No. 2 is the subject of this case.

12. The approved Territorial Agreement sets forth the process to be used for agreeing upon and seeking approval of future addenda to the Territorial Agreement. Specifically, Section 9 of the Territorial Agreement states:

9. Procedure for Case-by-case Exceptions.

The parties may agree on a case-by-case basis to allow a Structure to receive service from one party, even though the Structure is located in the Service Area of the other party. In the event the parties reach any such agreement, the parties shall enter into and execute an Addendum to this Agreement.

The Addendum shall be filed with the Missouri Public Service Commission and a copy shall be submitted to the Office of Public Counsel. Any filing fee associated with filing the Addendum shall be shared equally by the parties. The Addendum shall contain a notarized statement identifying the Structure at issue, the party who is to supply electric to the Structure, the justification for the deviation from the Territorial Agreement, and a statement that both parties are in support of the deviation from this Territorial Agreement.

Each Addendum shall also include a notarized statement signed by the customer who owns the Structure at issue. In the statement, the customer shall acknowledge that the customer has received notice that the parties have agreed to deviate from the Territorial Agreement and boundaries approved by the Public Service Commission and that the customer consents to being served by the party named in the Addendum.

The Party named in the Addendum shall have the right to provide temporary service as defined by R.S.Mo. Section 393.106, until the Public Service Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to the Addendum until the effective date of a Final Order by the Public Service Commission or a court of competent jurisdiction, requiring such removal.

III. THE PROPOSED ADDENDUM

13. Addendum No. 2 entered into by and between the parties on September 23, 2014 is attached hereto as Appendix No. 2 and is incorporated herein by this reference.

14. Addendum No. 2 reflects the Applicants' agreement to amending their existing Territorial Agreement to allow a commercial structure located at 137A

Commercial Drive, Fredericktown, Missouri 63645, which is owned by West Main Properties, LLC (“West Main”), to receive electric service from Black River, even though that structure is located within Fredericktown’s exclusive service area. Black River, Fredericktown and West Main all agree that allowing Black River to provide service to West Main’s structure is both economical and practical. Black River has existing facilities near West Main’s structure and it is most cost effective for Black River to serve West Main’s structure due to the location of the existing facilities, which are much closer to the structure than those of Fredericktown.

15. Except for the change described in the preceding paragraph, Addendum No. 2 does not change any of the other terms or conditions of the Territorial Agreement. More specifically, Addendum No. 2 does not change the boundaries of the exclusive service territory of either Black River or Fredericktown as set forth in the previously approved Territorial Agreement. This Application includes the following supporting documents, which are identified below and incorporated herein by reference:

- a. a diagram showing the location of the new structure to be served (Appendix No. 3);
- b. Affidavits by representatives of Black River and Fredericktown that explain and justify the changes contained in Addendum No. 2 (Appendices 4 and 5 respectively); and
- c. An Affidavit from Dennis Bess, Manager of West Main, that shows West Main has received notice that the proposed electric service

would be provided by Black River as an exception to the existing Territorial Agreement previously approved by the Commission, and that West Main consents to be served by Black River. (Appendix 6).

16. Applicants will, on the filing of this Application, serve a copy of the Application on the Secretary of the Commission, the Office of the Public Counsel, and the Chief Staff Counsel. Service of the Application on these parties constitutes notice that Applicants have entered into Addendum No. 2 and have requested the Commission to approve Addendum No. 2.

WHEREFORE, for all reasons states in this Application, the Applicants, having shown that allowing Black River to provide service to West Main is in the best interest of the customer and the Applicants, and is also in the public interest, and having also provided notice of Addendum No. 2 to the appropriate parties, Applicants respectfully request the Commission to issue an Order that:

- (i) Approves Addendum No. 2;
- (ii) Authorizes Black River to provide electric Service to West Main as set forth in Addendum No. 2;
- (iii) Authorizes the Applicants to do such other acts and things, including making, executing and delivering any and all documents that may be necessary, advisable, or proper to consummate the agreements reflected in Addendum No. 2 and implement the authority granted by the Commission; and
- (iv) Grant the Parties such other and further relief as the Commission deems appropriate under the circumstances.

Respectfully submitted,

SCHNAPP, FALL, SILVEY,
REID & BOLLINGER, LLC

By: 

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Attorney for Black River

LUDWIG & BONER, LC

By: 

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Attorney for Fredericktown

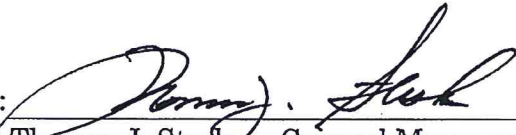
VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF MADISON) ss

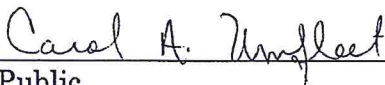
Thomas J. Steska, being duly sworn on oath, deposes and says that he is the General Manager of Black River Electric Cooperative, that he has read the foregoing Application, knows the contents thereof, and that the information contained in that Application is true and correct to the best of his knowledge and belief.

He further says that he has full authority to: (a) enter into Addendum No. 2 to Territorial Agreement between Black River Electric Cooperative and City of Fredericktown, dated on or about September 23, 2014, and (b) to file this Application.

BLACK RIVER ELECTRIC COOPERATIVE

By: 
Thomas J. Steska – General Manager

Subscribed and sworn to before me, the undersigned Notary Public in and for the county and state aforesaid, on the 8th day of October, 2014.


Notary Public

My commission expires:



VERIFICATION

STATE OF MISSOURI)

) ss

COUNTY OF MADISON)

Kelly Korokis, being duly sworn on oath, deposes and says that she is the Mayor of the City of Fredericktown, Missouri, that she has read the foregoing Application, knows the contents thereof, and that the information contained in that Application is true and correct to the best of her knowledge and belief.

She further says that she has full authority to: (a) enter into Addendum No. 2 to Territorial Agreement between Black River Electric Cooperative and City of Fredericktown, dated on or about Sept 23, 2014, and (b) to file this Application.

CITY OF FREDERICKTOWN, MISSOURI

By:

Kelly Korokis

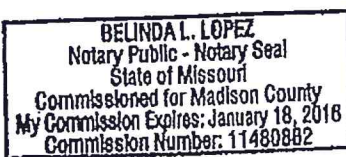
KELLY KOROKIS - Mayor

Subscribed and sworn to before me, the undersigned Notary Public in and for the county and state aforesaid, on the 23 day of September 2014.

Belinda L. Lopez
Notary Public

My commission expires:

January 18, 2016



CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on October 13, 2014, to the following:

Missouri Public Service Commission
Governor Office Building
200 Madison Street – Suite 100
Jefferson City, Missouri 65101
Staffcounselservice@psc.mo.gov

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/s/ R. Scott Reid

R. Scott Reid