

FILED<sup>2</sup>

AUG 30 2005

Missouri Public  
Service Commission

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

In the matter of the Application of Union Electric )  
Company and Macon Electric Cooperative for Approval ) Case No. EO-97-6  
Of a Written Territorial Agreement. )

**NOTICE OF ADDENDUM TO APPROVED TERRITORIAL AGREEMENT**

COMES NOW, Macon Electric Cooperative ("Cooperative") and pursuant to its territorial agreement with Union Electric Company d/b/a AmerenUE ("Company") (hereinafter collectively, "the Applicants"), which was approved by the Commission on October 29, 1996 in Case No. EO-97-6 ("the Territorial Agreement"), hereby provides Notice and the attached Case-By-Case Addendum No.1 to its approved Territorial Agreement, and states as follows:

1. On August 22, 2005, Company, and Cooperative entered into Case-By-Case Addendum No.1 to their Territorial Agreement. A copy of the Addendum is attached hereto as Attachment 1.
2. Case-By-Case Addendum No.1 sets forth the written agreement reached between Applicants to allow grain bins, barns, and a new residence under construction on Jewel Road near Brookfield, Missouri (Township 58 North, Range 19 West, Section 22 Southwest Corner, Linn County, Missouri) and owned by Mr. Gerald Morris, to receive electric service from the Cooperative, even though the residence is located in the territory of Company. The Applicants are not changing any of the terms or conditions of the Territorial Agreement, nor are the boundaries for the exclusive electric service territories of each electric service supplier as set forth in the approved Territorial Agreement being modified.

Section 8 of Territorial Agreement states:

“8. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of the other.

Such Addendum referred to above shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service commission and shall indicate the customers consent to be served by the Party contemplated by the Addendum.

If the Staff or Office of Public Counsel do not submit a pleading Objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. However, if a pleading in opposition to the Addendum is filed by the above listed parties, the Commission shall schedule an evidentiary hearing at the earliest reasonable opportunity to determine whether the Addendum should be approved. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel has forty-five (45), days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Agreement until the effective date of an Order of the Commission or a court regarding the removal of same.”

4. Mr. Gerald Morris has requested electric service for a new grain bin, barns and possibly in the future a personal residence to be located on Jewel Road, Brookfield, MO 64628. These structures are located in the exclusive service area of the Company pursuant to the Territorial Agreement. After looking at his request, the Applicants determined that the Cooperative could build and extend its current electric line to serve Mr. Morris in a more economical manner than the Company.

The Cooperative, Company and Mr. Morris all agree that the most economical and feasible solution would be to allow the Cooperative to provide service to Mr. Morris; as it will require minimal extension of existing facilities versus the duplication of electric service facilities, if the Company were to extend its facilities.

5. In accordance with the Territorial Agreement a notarized statements by the Company and Cooperative identifying the structure, the party to serve the structure, the justification for the case-by-case addendum, and a statement supporting the addendum are attached as Exhibit A.

6. A signed, notarized statement from the customer to be served, which acknowledges that he has received notice that the contemplated electric service to be provided and the Addendum represents an exception to the territorial agreement approved by the Missouri Public Service Commission and further that he consents to and requests that the Cooperative be allowed to provide electric service to him, is attached as Exhibit B.

7. Pursuant to the terms of the Territorial Agreement, and the Commission's Order approving the agreement, Notice of Case-By-Case Addendum No. 1 is hereby given.

**THE MISSOURI PUBLIC SERVICE COMMISSION STAFF AND  
THE OFFICE OF THE PUBLIC COUNSEL HAVE FORTY-FIVE**

**(45) DAYS TO OPPOSE THE ADDENDUM OR ELSE THE  
ADDENDUM SHALL BE DEEMED APPROVED BY THE  
AFORESAID PARTIES.**

8. Communications in regard to the Addendum should be addressed to:

Mr. Victor S. Scott  
Mr. Andrew Sporleder  
Andereck, Evans, Milne  
Peace & Johnson, L.L.C.  
700 E. Capital Ave  
P.O. Box 1438  
Jefferson City, MO 65102

Mr. William B. Bobnar  
Union Electric Company d/b/a AmerenUE  
1901 Chouteau Ave.  
P. O. Box 149 (MC 1310)  
St. Louis, MO 63166

9. Company has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involves customer service or rates, which judgments or decisions have occurred within three (3) years of the date of this notice. By the nature of its business, Company has from time-to-time pending actions in state and federal courts involving customer service or rates. Company has no annual report or assessment fees that are overdue.

WHEREFORE, The Applicants hereby provides notice of Case-By-Case Addendum No. 1 to its approved Territorial Agreement, as contemplated by the Commission's *Report and Order* approving said Territorial Agreement dated October 29, 1996 in Case No. EO-97-6, and requests that the Commission file Attachment 1, the Case-By-case Addendum No. 1, in Case No. EO-97-6.

Respectfully submitted,

**ANDERECK, EVANS, MILNE,  
PEACE & JOHNSON L.L.C.**

By 

Victor S. Scott, Mo. Bar # 42963  
Andrew Sporleder, Mo. Bar # 51197  
700 East Capital  
P.O. Box 1438  
Jefferson City, MO 65102  
(573) 634-3422  
(573) 634-7822 (fax)  
vscott@aempb.com  
asporleder@aempb.com

**ATTORNEYS FOR MACON  
ELECTRIC COOPERATIVE**

**Ameren Services Company**

By 

William B. Bobnar Mo. Bar #38966  
1901 Chouteau Ave.  
P. O. Box 149 (MC 1310)  
St. Louis, MO 63166  
(314) 554-3148  
(314) 554-4014 (fax)  
wbobnar@ameren.com

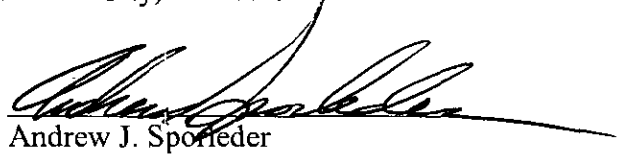
**ATTORNEY FOR UNION ELECTRIC  
COMPANY d/b/a AmerenUE**

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing has been served on all Parties of Record, via first-class U.S. Mail, postage prepaid, on this 30<sup>th</sup> day of August 2005.

General Counsel  
Missouri Public Service Comm'n  
Governor Office Building  
200 Madison Street – Suite 100  
Jefferson City, Missouri 65101

General Counsel  
Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, Missouri 65102



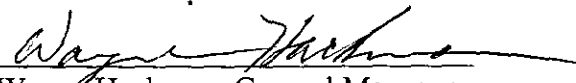
Andrew J. Spofeder

## **EXHIBIT “A”**

**AFFIDAVIT**

I, Wayne Hackman, being duly sworn upon my oath, do hereby certify that:

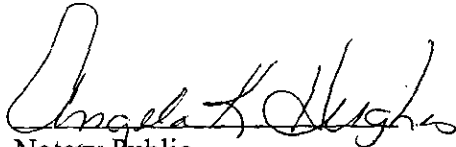
1. I am the General Manager of Macon Electric Cooperative.
2. I have received a request from Gerald Morris, for electric service for new barns, outbuildings and a residence on Jewel Road near Brookfield, Mo 64628.
3. These structures are currently within an area assigned to AmerenUE pursuant to a Public Service Commission approved territorial agreement between AmerenUE and Macon Electric Cooperative.
4. After looking at the request it was determined that Macon Electric Cooperative could build and extend its current line to serve Gerald Morris in a more economical manner than AmerenUE could.
5. Macon Electric Cooperative would only have to extend its line 3,360 feet at a cost of construction of \$7,900 with no charge to Gerald Morris, except the obligation of a minimum monthly electric charge of \$55.00. AmerenUE would have to extend its line some 5,500 feet and charge a much higher cost.
6. AmerenUE, Macon Electric Cooperative and Gerald Morris all agree that the most economical and feasible solution would be to allow Macon Electric Cooperative to provide service to Gerald Morris, and that such exception to the territorial agreement would be in the public interest.

  
Wayne Hackman, General Manager  
Macon Electric Cooperative

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF Macon     )

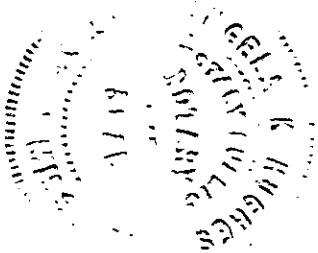


Subscribed and sworn to before me, a notary public, this 26, day of  
August, 2005.

  
Notary Public

My Commission Expires:

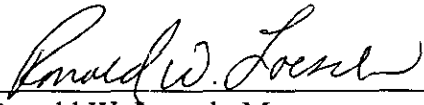
ANGELA K HUGHES  
NOTARY PUBLIC STATE OF MISSOURI  
MACON COUNTY  
MY COMMISSION EXP. NOV. 26, 2005



## AFFIDAVIT

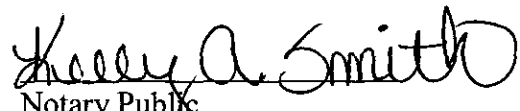
I, Ron Loesch, being duly sworn upon my oath, do hereby certify that:

1. I am the Manager of Union Electric Company d/b/a AmerenUE's Missouri Valley Operating Division.
2. I have received a request from Gerald Morris, for electric service for new barns, outbuildings and a residence on Jewel Road near Brookfield, Mo 64628.
3. These structures are currently within an area assigned to AmerenUE pursuant to a Public Service Commission approved territorial agreement between AmerenUE and Macon Electric Cooperative.
4. After looking at the request, I determined that Macon Electric Cooperative would only have to extend its current line 3,360 feet to serve Gerald Morris, while AmerenUE would have to extend its line some 5,500 feet. AmerenUE would also have to extend its service over more difficult terrain. Therefore, compliance with the territorial agreement would result in Mr. Morris bearing a significantly higher line extension cost.
5. AmerenUE, Macon Electric Cooperative and Gerald Morris all agree that the most economical and feasible solution would be to allow Macon Electric Cooperative to provide service to Mr. Morris' structures.
6. I consent to Macon Electric Cooperative's service to Mr. Morris' structures, and believe such exception to the territorial agreement is in the public interest.

  
\_\_\_\_\_  
Ronald W. Loesch, Manager  
Missouri Valley Operating Division

STATE OF MISSOURI     )  
                                  ) SS.  
COUNTY OF AUDRAIN

Subscribed and sworn to before me, a notary public, this 16<sup>th</sup> day of August,  
2005.

  
Notary Public

My Commission Expires:

3/22/07



KELLY A. SMITH  
Audrain County  
My Commission Expires  
March 22, 2007

## **EXHIBIT "B"**

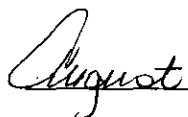
**AFFIDAVIT**

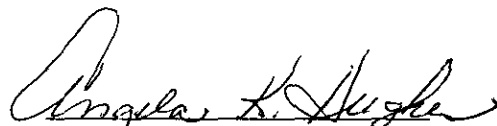
I Gerald Morris, being duly sworn upon my oath, do hereby certify that:

1. I reside in an area that is within the exclusive service area of AmerenUE.
2. I have requested that service to my new barns, outbuildings and residence be provided by Macon Electric Cooperative.
3. I have received notice that the contemplated electric service to be provided by Macon Electric Cooperative represents an exception to a territorial agreement between Macon Electric Cooperative and AmerenUE, previously approved by the Public Service Commission.
4. I consent to and request that Macon Electric Cooperative provide me with electric service.

  
Gerald Morris

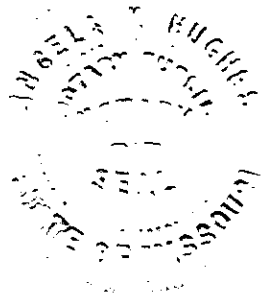
STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF Macon     )

 Subscribed and sworn to before me, a notary public, this 26, day of August, 2005.

  
Notary Public

My Commission Expires:

ANGELA K. HUGHES  
NOTARY PUBLIC STATE OF MISSOURI  
MACC  
MY COMMISSION EXPIRES 12/26/2005



# **ATTACHMENT #1**

**CASE-BY-CASE ADDENDUM NO. 1**

**TO THE**

**TERRITORIAL AGREEMENT**

**Between**

**UNION ELECTRIC COMPANY d/b/a AMEREN-UE**

**and**

**MACON ELECTRIC COOPERATIVE**

This Addendum No. 1 to the Territorial Agreement ("Addendum") is made and entered into as of the 22<sup>nd</sup> day of August , 2005, by and between UNION ELECTRIC COMPANY, d/b/a AMERENUE (hereinafter "Company") and MACON ELECTRIC COOPERATIVE (hereinafter "Cooperative"), hereinafter referred to collectively as "Parties".

**WITNESSETH:**

WHEREAS, the Parties have entered into a Territorial Agreement dated on or about June 5, 1996 ("Territorial Agreement"), which establishes exclusive service areas for each Party;

WHEREAS, said Territorial Agreement was approved by the Missouri Public Service Commission ("the Commission") by Report and Order dated October 29, 1996 in Case No. EO-97-06; and

WHEREAS, Section 6 of the Territorial Agreement permits the Parties to agree on a case-by-case basis by an Addendum to the Territorial Agreement to allow a new structure to receive service from one Party though the structure is located in the electric service area of the other Party"); and

WHEREAS, Mr. Gerald Morris has requested electric service to a grain bin, three barns, and possibly in the future a personal residence (hereinafter the "New Residence"), all of which are or will be on property owned by Mr. Morris and are located on Jewel Road near Brookfield, Missouri (Township 58 North, Range 19 West, Section 22 Southwest Corner, Linn County, Missouri), a location within the designated exclusive service territory of Company; and



WHEREAS, Cooperative is presently serving other property owned by Mr. Morris and has facilities physically closer than those of Company to his New Residence<sup>1</sup> making it more economic for Cooperative to serve Mr. Morris' New Residence and the associated outbuildings; and

WHEREAS, Cooperative is willing to provide electric service to Mr. Morris' New Residence and associated outbuildings; and

WHEREAS, Mr. Morris is agreeable to having Cooperative provide electric service to these structures; and

WHEREAS, The Cooperative, Company and Mr. Morris all agree that the most economical and feasible solution would be to allow the Cooperative to provide service to Mr. Morris; as it will require only a minimal extension of existing facilities versus the duplication of electric service facilities, if Company were to extend its distribution lines; and

WHEREAS, this Addendum does not require any customer of either Company or Cooperative to change its supplier;

NOW, THEREFORE, Company and Cooperative, in consideration of the mutual covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

- 1. Structure to be Served** – Both Parties desire and consent to Cooperative providing electric service to Mr. Morris' New Residence, and the associated outbuildings through the case-by-case addendum procedure contained in Section 6 of the Territorial

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<sup>1</sup> Company's facilities are about 5500 ft. from the New Residence, while Cooperative's facilities are about 3360 ft. from the New Residence.

Agreement. From and after the effective date of this amendment Cooperative shall have the exclusive right to furnish electric service to the New Residence and associated outbuildings, notwithstanding the fact that the New Residence and the outbuildings are located within the boundaries of Company's exclusive service area as described in the Territorial Agreement.

**2. Outbuildings** – If requested by Mr. Morris in the future, Cooperative may provide him with electric service to New Outbuildings, so long as the New Outbuildings are located on the same tract of land as the New Residence and the New Outbuildings are not a residence, a commercial structure, or an industrial structure. This section shall apply to Mr. Morris' successors who continue to reside at the New Residence. With respect to this article, "New Outbuilding" shall mean a garage, barn, gazebo, silo, grain bin, or similar non-residential structure that is not attached to the New Residence and is constructed after the effective date of this addendum.

**3. Modifications to the Territorial Agreement**– The exclusive service areas of the Parties, as described in the Territorial Agreement, and the other terms and conditions of the Territorial Agreement are not modified by this Addendum. In construing this Addendum, its terms shall be interpreted in light of the Territorial Agreement, including, but not limited to, the definitions, principles, and procedures set forth therein.

**4. Regulatory Approval** – Since this Addendum is subject to the approval of the Commission, the Parties agree to undertake all actions reasonably necessary to obtain said approval. The Parties will cooperate in presenting a joint notification to the Commission. Cooperative shall pay any costs assessed by the Commission for seeking

administrative approval of this Addendum. All other costs, including but not limited to the attorneys fees of each party, will be borne by the respective party incurring the costs.

**5. Effective Date** –In accordance with the terms of the Territorial Agreement, **THIS ADDENDUM SHALL BECOME EFFECTIVE UPON APPROVAL OF THE COMMISSION OR WITHIN FORTY-FIVE (45) DAYS OF FILING, IF THE COMMISSION STAFF, OFFICE OF THE PUBLIC COUNSEL, OR THE COMMISSION ON ITS OWN MOTION, DO NOT OBJECT TO THE ADDENDUM WITHIN THE FORTY-FIVE (45) DAYS OF FILING.**

**6. Temporary Service** - The Parties agree that Cooperative is authorized to commence providing temporary electrical service to the New Residence, associated outbuildings and any New Outbuildings, pending approval by the Commission of this Addendum, in accordance with the terms of the Territorial Agreement. Nothing in this provision shall be deemed to limit Company's ability to provide electrical service to the Structures on a permanent basis in the event there are objections filed with the Commission and the Commission disapproves the Addendum.

**7. Term** - The term of this Addendum shall be the same as that of the Territorial Agreement to which this Addendum relates. Nothing contained herein shall be construed to terminate this Addendum prior to expiration or termination of the Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Territorial Agreement.

**8. Modifications to the Addendum** – The provisions of this Addendum shall not be modified or repealed except by a signed writing of the parties.

9. **Survival** – This Addendum shall inure to the benefit and be binding upon the parties, their respective successors and assigns.

10. **Lack of Approval or Termination** – If the Commission or any other regulatory authority having jurisdiction does not approve this Addendum, this Addendum shall be nullified and of no legal effect between the Parties, except as to providing authority for any temporary provision of electrical service undertaken by Cooperative during the period in which Commission approval was pending. If this Addendum is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this Addendum is declared invalid or void by a court or agency of competent jurisdiction, then the Parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration.

11. **Termination** – This Addendum may be terminated by either Party in the manner set forth in the Territorial Agreement for termination of the Territorial Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum.

MACON ELECTRIC COOPERATIVE

By: Wayne Hedra  
Position: Manager

ATTEST:

Mary C. Leikhardt

UNION ELECTRIC COMPANY  
d/b/a AmerenUE

By: RC Zeller  
Position: Vice President

ATTEST: [Signature]

**ASSISTANT SECRETARY**

### Morris Residence Showing Location of Company and Cooperative Facilities

