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February 23, 2004

FILED

FEB 23 2004

Secretary
Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

**Missouri Public
Service Commission**

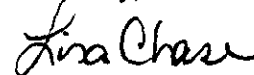
Re: Objections of Ozark Border Electric Cooperative to Respondent's Data Requests
Case No. EC-2003-0452

Dear Secretary:

Enclosed please find an original and eight copies of the Objections of Ozark Border Electric Cooperative to Respondent's Data Requests in the above referenced case.

Thank you for seeing this filed.

Sincerely,



Lisa C. Chase

LCC:lw

Encl.

CC: Public Service Commission
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BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

FEB 23 2004

Ozark Border Electric Cooperative,)
Complainant)

Missouri Public
Service Commission

vs)

Case No. EC-2003-0452

City of Poplar Bluff,)
Respondent)

**OBJECTIONS OF OZARK BORDER ELECTRIC COOPERATIVE TO
RESPONDENT'S DATA REQUESTS**

5. As used in these Data Requests, the terms "document," "documents," and "documentary material" include, but are not limited to, the following items, whether printed, recorded, written or reproduced by hand: reports, studies, statistics, projection, forecasts, decisions and orders; intraoffice communications, correspondence; statement; returns; diaries, workpapers; graphs; notebooks; notes; charts; computations; plans; drawings; sketches; computer printouts; summaries or records of meetings or conferences; summaries or reports of investigations or negotiations; opinions or reports of consultants; photographs; brochures, bulletins; pamphlets; books; articles; advertisements; circulars; press releases; graphic records, representations or publications of any kind (including microfilm, microfiche, videotape, and records, however produced or reproduced); electronic, mechanical and electrical records of any kind (including, without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, discs and recordings used in automated data processing together with the programming instructions and other material necessary to translate, understand, or use the same); all drafts, prints, issues, alterations, modifications, changes and amendments of the foregoing; and other documents or tangible things of whatever description which constitute or contain information within the scope of a Data Request and which are in your possession, custody or control.

OBJECTION: Complainant objects to the definition of the terms "document", "documents", and "documentary material", to the extent such materials include materials subject to attorney-client privilege.

1-5 Please provide with respect to any testimony you may file in this case, copies of all workpapers which support, or relate to, such testimony, within two days of the date such testimony is filed.

OBJECTION. The Cooperative objects to the extent such materials are subject to the Attorney-client privilege. Furthermore, this request is vague in that it appears to refer to testimony that may be filed in the future, and is unclear if it also refers to testimony already filed.

1-7 You say on page 2 that the cooperative did not get "actual notice" of the annexation of these customers. When (i.e. what date) did someone at the cooperative first learn that they had been annexed, and what was the manner in which you learned they had been annexed (for example, a conversation, read about it in a newspaper, received a letter)?

OBJECTION. This question mischaracterizes the testimony filed by Stanley Estes on January 29, 2004. Mr. Estes testified that "the Cooperative did not receive notice of the voluntary annexation within the 60 days period that would trigger the provision that would have the Cooperative sell the annexed customers to the City of Poplar Bluff." Notwithstanding this objection, the Cooperative will respond with respect to when it received notice that would trigger the provision that would have the Cooperative sell the annexed customers to the City of Poplar Bluff.

1-8 You say on page 2 that the cooperative did not receive notice of the annexation within the 60 day period. Does that mean notice was received after the 60 day period? If so, when was notice received.

OBJECTION. This question mischaracterizes the testimony filed by Stanley Estes on January 29, 2004. Mr. Estes testified that "the Cooperative did not receive notice of the voluntary annexation within the 60 days period that would trigger the provision that would have the Cooperative sell the annexed customers to the City of Poplar Bluff." Notwithstanding this objection, the Cooperative will respond with respect to when it received notice that would trigger the provision that would have the Cooperative sell the annexed customers to the City of Poplar Bluff.

1-10 On page 3 you say that the city admitted that a mistake was made with regard to the notice. Please recount the exact statement that was made by the representative of the city, identify by name the person from the city that made the statement, and identify by date when it was made.

OBJECTION. This request is unduly burdensome to the extent that it requests the Cooperative to "recount the exact statement that was made" for a time period that was over two years ago. Notwithstanding this objection, the Cooperative will provide summaries that were made at or near the time of such statement, as well as letters containing such statements.

1-15 On page 5 you talk about the cooperative's long term planning process. (A) Please generally described the Cooperative's long term planning process, i.e. when does it occur, what are its elements, what is the planning horizon, and identify who performs the tasks. (B) Please provide a copy of the internal documents, forms or guidelines that the cooperative uses or follows in carrying out the long term planning process you are referred to. (C) Please provide a copy of all of the documents that embody the cooperative's long term planning for these 41 customers that has been undertaken by the cooperative since August 22, 1997.

OBJECTION. This request is not relevant to the issue before the Commission, and is not likely to lead to admissible evidence. The scope of this dispute is whether the City of Poplar Bluff

properly complied with the notice provisions of the Territorial Agreement which contain the statutory requirements of Section 386.800 RSMo., and, whether or not it was required to do so. Furthermore, this request is overly broad and unduly burdensome as the Cooperative does not establish its long term plan as per each individual customer, and such request would require all long-term planning documents for a period of six-and-a-half years, in accordance with Respondent's definition of document set forth above.

1-18 On page 5 of Mr. Estes' Direct Testimony, you contend that the cooperative can be placed in the "precarious" position of having its long term planning being "subject to change." (A) Does the cooperative ever alter its long term planning once a plan is adopted? (B) What are the reasons why a long term plan of the cooperative has been altered?

OBJECTION. This data request is not relevant to the issue before the Commission which is whether the City of Poplar Bluff properly complied with the notice provisions of the Territorial Agreement which contain the statutory requirements of Section 386.800 RSMo., and whether or not it was required to do so.

1-19 Please specifically identify (A) the nature of and quantify any costs the cooperative has incurred for the facilities serving the "approximately 41" customers that would not be recovered by the cooperative if it were required to sell those facilities to the City on July 1, 2004, and (B) Explain why those costs would not be recovered through the formulas and provisions contained in the Territorial Agreement designed to compensate the cooperative for its facilities.

OBJECTION. This data request is not relevant to the issue before the Commission which is whether the City of Poplar Bluff properly complied with the notice provisions of the Territorial Agreement which contain the statutory requirements of Section 386.800 RSMo., and, whether or not it was required to do so.

1-23 Did any person in the management of the cooperative become aware of the pending or proposed annexations of the "approximately 41" parcels prior to the effective date of the annexations? If so, identify that person by name and job title and provide the date when that employee became aware of any such annexations, and describe the manner in which that information was obtained or received.

OBJECTION. Whether any person in management of the Cooperative had notice of the annexation is not relevant to the issue before the Commission. The City of Poplar Bluff is permitted to serve new facilities following annexation but before it can serve existing facilities served by the Cooperative, written notice to the Cooperative of the City's intent to do so was required within 60 days of the annexation.

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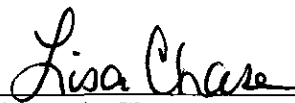
I hereby certify that a copy of the foregoing was mail, first class mail, postage prepaid, his 23rd day February, 2004 to:

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