# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

MAY 3 1 1996
PUBLIC SERVICE COMMISSION

In the matter of the application of Union Electric Company and Black River Electric Cooperative, Inc. for approval of a written territorial agreement designating the boundaries of each electric service supplier within portions of Cape Girardeau, Dent, Iron, Madison, Reynolds, Perry, St. Francois, Scott, Stoddard, Washington and Wayne Counties, Missouri

Case No. EO-95-400 et al

### BLACK RIVER ELECTRIC COOPERATIVE COMPLIANCE WITH COMMISSION ORDER

In its Report and Order of March 22, 1996, as a condition precedent to approval of the Territorial Agreement and other relief requested in the above-captioned proceeding, Black River Electric Cooperative was required to send Notice to its members proposed to be transferred as customers to Union Electric Company pursuant to the Territorial Agreement between Union Electric Company and the Cooperative.

Attached hereto as Exhibit 1 is a Consumer Information brochure that was sent to all of Black River's members who are being transferred as customers to Union Electric. Attached hereto as Exhibits 2A, 2B and 2C are copies of the cover letter sent with the consumer information brochure (Exhibit 1).

Under Black River's record keeping system, each account is shown as a separate membership. Any individual consumer may have more than one account. For example a consumer may have an account at his home and at his place of business, or a consumer may have

more than one farm or place of business with a separate meter at each, or the barn may be metered separately from other locations on the farmstead.

These consumers with multiple accounts are kept on the Cooperative's records as multiple members. Under State law and the Cooperative's Bylaws, regardless of the number of accounts, members are entitled to one and only one vote on any issue submitted to the vote of the membership. Black River has handled this by designating one account as the master or voting account with the remaining accounts shown as non-voting. The proposed transfer of certain structures for electric service by Union Electric Company instead of Black River Electric Cooperative created three types of situations. One class would be where the only or all accounts the member had are being proposed to be transferred to Union Electric. In that case the consumer will cease to be a member of the Cooperative and will become a customer of Union Electric as to all services currently with the Cooperative.

The second class of consumers involves persons who have more than one account with the Cooperative and in which some of the accounts but not all will be transferred to Union Electric Company. These consumers will, as to certain structures and certain services, continue to receive service from the Cooperative and will remain a member of the Cooperative but that one or more of these locations now being served by the Cooperative will instead be served by Union Electric Company. These consumers will remain members of the Cooperative and will continue to earn capital

credits at those locations that the Cooperative continues to serve. Some of these consumers will be losing the account that has been designated as the voting account while others will be losing the accounts that have been designated non-voting.

Exhibits 2A, 2B and 2C were designed to explain to the member what his future relationship with the Cooperative would be depending upon which category his services fell into.

Attached hereto as Exhibit 3 is the Certificate of the Postal Authority showing that these various Notices were mailed to the consumers affected.

The references in Exhibits 2A, 2B and 2C, to the consumers receiving additional notification is intended to refer to the notification that Black River and Union Electric Company will give to the consumers prior to the actual changeover of accounts.

Black River Electric Cooperative believes that this notification constitutes compliance with the conditions to approve of the territorial agreement contained in the Commission's Report and Order of March 22, 1996. Black River and co-applicant Union Electric Company recognize that other conditions and filings will also be required, but this can be easily resolved. Union Electric Company and Black River Electric Cooperative have made some of those filings and are in the process of gathering the information to complete the remaining requirements of the Order.

If the Commission deems this Notice to be inadequate, Black River Electric Cooperative requests that it be informed specifically of what further information the Commission requires so that it may communicate it to the consumers affected.

ANDERECK, EVANS, MILNE PEACE & BAUMHOER

Patrick A. Baumhoer

Victor S. Scott

301 East McCarty Street

Third Floor - Hawthorn Center

Post Office Box 1438

Jefferson City, Missouri 65102 Telephone: (573) 634-3422 Facsimile: (573) 634-7822

ATTORNEYS FOR BLACK RIVER ELECTRIC COOPERATIVE

#### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of Black River Electric Cooperative's Compliance with Commission Order was mailed first class, postage prepaid this 3/4 day of May, 1996, to David C. Linton, Attorney at Law, Union Electric Company, 1901 Chouteau Ave., P.O. Box 149, St. Louis, Missouri 63166, Norman Robinson, RR 2, Box 195, Potosi, MO 63664, Office of the Public Counsel, P. O. Box 7800, Jefferson City, Missouri 65102, Kenneth L. Schmidt, District Manager, Union Electric Company, P.O. Box 640, Union, Missouri 63084, John C. Farris, Manager, Black River Electric Cooperative, P.O. Box 31, Fredericktown, Missouri 63645.

Victor S. Scott

O. Why is a territorial agreement

O. Will I still get my capital credits?

A. Yes. Transferred consumers are entitled to receive their capital credits. Each time a general refund is declared by the Board of Directors, former consumers will receive a refund based upon the amount of money in their capital credits accounts.  $\mathbf{A}.$  Currently, Black River Electric Cooperative service in many of the same areas. Because building and maintaining a system is expensive, it does not make sease for both utilities to duand Union Electric both provide electrical

report an outage, request a repair, ask a billing.

question, etc. call BREC. The toll free num

A. Call BREC. Until the change actually occurs, it's business as usual. If you need to

A. Anytime you change addresses, just drop us a note with your new address and we

will put it on file and mail the refunds to

O. If my address changes, how will I

get my capital credit refunds?

O. Who do I call to report an outage

or service problem?

ber is 1-800-392-4711. After the transfer is

complete, you will begin calling UE to report

outages, service problems, etc.

. Will I continue earning capital credits after the transfer?

> plicate service and equipment when one utility is capable of serving an entire area. Duplications end up costing the customers in the long

ies' ability to serve an area now and into the future. BREC has excess capacity in Wayne County, while UE is better positioned to serve

run. The defined areas were based on each utili-

of electricity purchased from BREC. When an  $\mathbf{A}ullet$  No. Capital credits are based on the amount ecount no longer purchases electricity from BREC, additional capital credits can't be earned. L. Is the money shown on my capital

A. No. Most of the money has been spent for amount is always set aside for emergency reimprovements to the electrical system. A small credits statement in a bank account?

sion and increases public safety. It will also

provide better reliability for an entire region

without a significant impact on customers.

The agreement reduces customer confu-

Approximately 3,000 BREC consumers and

3,000 UE customers will have a change in sup-

pliers because of the agreement

that UE will begin serving, you will need to

contact one of their offices. Any new services

there is less than 1% difference in the rates.

will be built to their specifications.

A. If you want a new service built in the area

Q. What if I need a new service buil

A. According to the residential rate comparisons cited in the PSC's ruling, the two

Will my bills be higher or lower as a result of the transfer?

utilities' rates are comparable. UE uses a winter rate and a summer rate. BREC uses a year round rate. UE's winter rate is less than BREC's rate while the summer rate is a little higher. Some consumers will see a slight increase and some will see a decrease. Overall,

> Why can't BREC pay my capital credits in a lump sum when I'm transferred?

pairs or unexpected expenses.

A. BREC Bylaws, Rural Electrification Administration and Cooperative Finance Corcoration mortgages, and tax regulations permit ump sum payments only to the estate of a de-

prepayments will be added together and sub-tracted from your final bill. If the deposits,

etc. total more than the bill, you will receive a

refund check by mail. Otherwise, you will

be billed only for the difference.

Total Bill For Usage

-Total Credits

tem, all applicable deposits, memberships and

A. If you will be completely leaving the sys-

O. What happens to my deposit?

What happens to my capital credits

cased current or former member,

A. The current plan is to make the changes in September, 1996. According to the Public

O. When will the transfer take place?

plete the transfers within one year from April 2,

1996. BREC consumers will receive another notice, either personal contact or letter, before

ury changes are made.

Service Commission, the two utilities must com-

if I still have a BREC account?

Assuming the remaining account(s) has a good paying record and deposit on file, your BREC how will my bill be handled? Total Amount Owed or Refunded If I will still have an account with

its number that tracks the capital credits

regardless of the number of accounts. If a con-

A. Each consumer is assigned one capital cred-

Q. What if I still have some questions

A. Yes. They will be giving you information on their billing procedures, phone numbed Q. Will UE contact me before the change?

rograms, account management, etc. before the change occurs;

about this agreement and what it will

during normal working hours 8:00 a.m to A. Simple, just call BREC at 1-800-392-4711

5:00 p.m. Monday - Friday.

deposits and a member ship will be refunded

former accounts are maintained with that number. You will continue to get the benefit of

hose credits through general refunds

ill the capital credits earned by current and

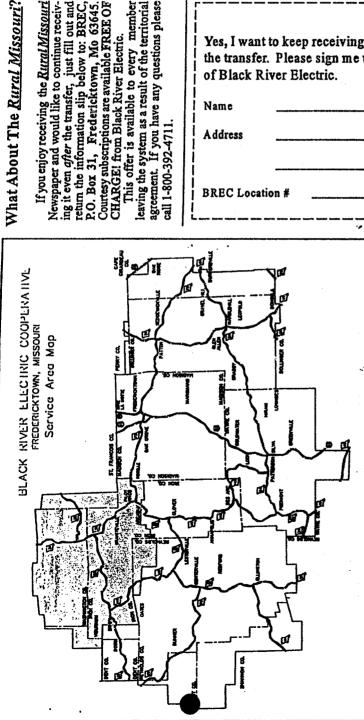
A. No. You don't have to do anything. Since UE will continue to use the same meter you have

now, your electricity will not have to be turned

off and then back on

O. Do I need to be home for the transfer?

numer who is transferring still has an account



Newspaper and would like to continue receiv-

If you enjoy receiving the Rural Missouri

eturn the information slip below to: BREC Courtesy subscriptions are available FREE OF This offer is available to every member eaving the system as a result of the territorial greement. If you have any questions please P.O. Box 31, Fredericktown, Mo 63645

CHARGE! from Black River Electric.

Question & Answer Guide A Territorial Agreement for BREC consumers

of Black River Electric.

Name

A ddress

**BREC Location #** 

The shaded area in the upper left hand corner represents the area that will be served by Union Electric after the transfer is complete. It is also the area where both utilities now provide duplicate service. BREC will serve residents in Greenville, Piedmont,

Mill Spring, Leeper and their surrounding rural areas. The agreement means a change

in suppliers for approximately 6,000 customers (3,000 of each utility)

The above map shows the Black River Electric Cooperative Distribution System.

Black River Electric

Yes, I want to keep receiving the Rural Missouri Newspaper after the transfer. Please sign me up for the free subscription courtesy

1-800-392-4711



### **Black River Electric Cooperative**

P.O. Box 31, Highway 72 East Fredericktown, Missouri 63645 (573) 783-3381 or 800-392-4711 (in Missouri) Fax (573) 783-7496 April 19, 1996

Voting acets

Account Information

Location #
Account #
Equity #

#### CHANGE OF ELECTRIC SUPPLIERS

The Missouri Public Service Commission (PSC) has approved a territorial agreement between Black River Electric Cooperative and Union Electric that defines the areas where each utility can provide service. Defining the boundaries of these areas will provide better reliability, reduce duplication of lines and facilities, and increase public safety. However, because of these boundaries, BREC cannot continue to serve the account listed above. Union Electric will begin providing your electric service later this year. The enclosed Consumer Information brochure provides details on the transfer.

The transfer is expected to occur in early to mid fall. Consumers will receive additional notification before any changes are made. Service will not be interrupted and no one needs to be present for the change to occur. At the time of transfer, cooperative personnel will read the meter and calculate a final bill. Any deposits, non-voting memberships and prepayments will be deducted from that amount. Since this account has a "voting membership," and one or more additional accounts in this name will remain with BREC, the voting membership will be automatically transferred to an account that currently has a non-voting membership. A non-voting membership on file will be refunded.

Each consumer's capital credits (regardless of the number of accounts) are maintained by one unique equity number. Since there are one or more accounts in your name which will remain with BREC after the transfer, the capital credits information for your account(s) will not change.

Please refer to the brochure for more information on billing, capital credits, rates, etc. Until the transfer occurs, contact BREC for consumer services such as billing questions and outage reporting. Union Electric will provide each account with their service information. If you have any questions, you may call BREC at 1-800-392-4711. Thank you for your cooperation.

Sincerely

John C. Janis

John C. Farris General Manager

**District Offices** 

Ellington 663-2226 Marble Hill 238-2621



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Account #
Equity #

Voting weather

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John C James

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Enclosure

Marble Hill

238-2621

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Consumers transferring to UE will continue to receive general refunds of their capital credit accounts at the same rate as current consumers. According to BREC Bylaws, the balance of a capital credit account can only be refunded upon the death of a consumer (either former or current).

Please refer to the brochure for more information on billing, capital credits, rates, etc. Until the transfer occurs, contact BREC for consumer services such as billing questions and outage reporting. Union Electric will provide each account with their service information. If you have any questions, you may call BREC at 1-800-392-4711. Thank you for your cooperation.

Sincerely

John C. Janis

John C. Farris General Manager

Enclosure

Marble Hill 238-2621

### United States Rostal Service

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Total Postage  Total Postage  Total Postage  The signature of a mailer certifies that it will be liable for and agrees to pay, subject to appeals prescribed by postal laws requisitions, any revenue deficiencies assessed on this mailing. (If this form is signed by an agent, the agent certifies that authorized to sign this statement, that the certification binds the agent and the mailer, and both the mailer and the agent will liable for and agree to pay any deficiencies.)  The admission of a lates, ficilition, or fraudient statement may result in imprisonment of up to 5 years and a fine of up to \$10,000 (18 UBC 1001). In addition, a civil penalty of up to \$2,000 and an additional assessment of twice the amount takety delined may be impaced (31 UBC 3002).  The admission of a lates, ficilitions, or fraudient statement may result in imprisonment of up to \$10,000 (18 UBC 1001). In addition, a civil penalty of up to \$2,000 and an additional assessment of twice the amount takety delined may be impaced (31 UBC 3002).  Thereby certify that all information furnished on this form is accurate and truthful, that this mailing meets all applicable CASS/MASS standards for address and beroods accuracy, and that the maileral presented qualifies for the rates of postage delined.  Bignature of Permit Holder or Agent (Both principal and agent are liable for any postage delicitoray insured)  Total Weight  Total Weight  Total Weight  Date States House  (COW)  Contact:  By (Intelligical Companies)  Freedy or permit that the mailing has been impacted pronouncing (11 beauty), the fig. of postage claimed. (2) proper formation (and present or there y required); (3) proper completion of a penalty or formation (4) permand of the required.	of this form.	DMM C050), weighing .5675 t	b. (11 ounces) or less, go to Part (	C on the reverse	Side)	Part C	\$
Total Postage  The signature of a mailer certifies that it will be liable for and agrees to pay, subject to appeals prescribed by postal laws regulations, any revenue deficiencies assessed on this mailing. (If this form is signed by an agent, the agent certifies that is authorized to sign this statement, that the certification binds the agent and the mailer, and both the mailer and the agent will liable for and agree to pay any deficiencies.)  The submission of a take, ficilities, or haudslend statement may result in impresement of up to 5 years and a fine of up to \$10,000 (18 USC 1001). In addition, a civil penalty of up to \$8,000 and an additional assessment of twice the amount takely delined may be impressed (31 USC 3802).  I hereby certify that all information furnished on this form is accurate and truthful, that this mailing meets all applicable CASS/MASS standards for address and baroods accuracy, and that the material presented qualifies for the rates of postage claimed.  Signature of Permit Holder or Agent (Both principal and agent are liable for any postage deficiency incurred)  Total Weight.  Total Weight.  Total Weight.  Total Weight.  Date Mallor Not Scheduled  Performed as Scheduled  Total Weight (3) proper occupieds of propersion (and present where required constraints of propersion (and present where required); (3) proper completely of propersion (and present where required); (3) proper completely of propersion (and present where required); (3) proper completely of propersion (and present where required); (3) proper completely of propersion (and present where required); (3) proper completely of propersion (and present where required); (3) proper completely of propersion (and present where required); (3) proper completely of propersion (and present of the required).	For mallings of postal of	cards and postcerds (see DML	( £100), go to Part D on the reverse	e of this lorm.		Part D	\$
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authorized to sign this statement, that the certification binds the agent and the mailer, and both the mailer and the agent will liable for and agree to pay any deficiencies.)  The submission of a lates, fictious, or insulatent statement may result in imprisonment of up to 5 years and a fine of up to \$10,000 (18 USC 1001). In addition, a civil persulty of up to \$1,000 and an additional assessment of inice the amount takedy delined may be imposed (31 USC 3002).  I hereby certify that all information furnished on this form is accourate and truthful, that this mailing meets all applicable CASS/MASS standards for address and beroods accouracy, and that the material presented qualifies for the rates of postage claimed.  Signature of Permit Holder or Agent (Both principal and agent are liable for any postage deficiency incurred)  Telephone Number  Are the squares at left adjusted from mailler's market?  Total Weight.  Are the squares at left adjusted from mailler's market?  Total Weight.  Are the squares at left adjusted from mailler's market?  Total Weight.  Date Mailer No.  Date Mailer No.  Performed as Scheduled  Performed as Scheduled  Total Weight (2) proper completion of the squares of pulling; and (4) payment of the required.		ryment (Stale reasons)	Special Service (Specify	)	No. Places		
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