

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

In the Matter of the Joint Application                    )  
of Union Electric Company and the Board            )  
of Municipal Utilities of the City of                )  
Sikeston for an Order Authorizing the                )     Case No. \_\_\_\_\_  
Transfer of Certain Customers                        )

**JOINT APPLICATION**

**COMES NOW**, Union Electric Company, d/b/a AmerenUE ("AmerenUE"), a Missouri corporation, and the City of Sikeston ("City"), a Third-Class City in the state of Missouri, by and through its Board of Municipal Utilities, and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Section 393.106 RSMo. for an order: (1) authorizing AmerenUE to transfer three (3) customers located along North Main Street in the City and (2) relieving AmerenUE and its assigns and affiliates of any duties, obligations or conditions which may have been imposed previously by law or by the Commission with respect to these customers, respectfully state as follows:

1.     **The Applicants.** AmerenUE is a Missouri corporation, in good standing in all respects, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103. AmerenUE is engaged in providing electric and gas service in portions of Missouri as a public utility under the jurisdiction of the Commission.

City is a duly and legally established as a Third-Class City under the provisions of the Missouri Constitution, validly existing and in good standing under the laws and Constitution of the State of Missouri, acting by and through its Board of Municipal Utilities created under the authority of Sections 91.450 et seq., RSMo.

2. **Correspondence and Communication.** Correspondence, communication, orders and decisions in regard to this Application and proceeding should be directed to:

**For AmerenUE**

William B. Bobnar  
Ameren Services Company  
One Ameren Plaza  
1901 Chouteau Avenue  
P.O. Box 66149 (MC 1310)  
St. Louis, MO 63166-6149  
(314) 554-3148  
(314) 554-4014 (fax)

**For the City of Sikeston**

James R. Robison  
Robison and Robison  
521 Greer Avenue  
P.O. Box 921  
Sikeston, MO 63801  
(573) 471-5583  
(573) 471-1767 (fax)

3. **Articles of Incorporation.** - Certified copies of Company's Restated Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission (see Case No. EO-96-431). A certified copy of Company's registration of the fictitious name, AmerenUE, with the Secretary of State is also on file with the Commission (see Commission Case No. EO-99-267). Certified copies of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are already on file with the Commission (see Case No. EO-99-475). Said documents are incorporated herein by reference and made a part hereof for all purposes.

4. **Customer List.** A list of all structures presently being served by AmerenUE whose electric service would be transferred to the City is attached hereto as Attachment 1.

Attachment 1 identifies these structures by account number, customer name, and billing address. All these structures are residential in nature. All affected customers were notified of this proposed change on April 9, 2003. Attachment 2 contains copies of the customer notification letters along with their consent forms.

5. **Verified Statements of the Electric Suppliers.** Both AmerenUE and the City agree to the requested change in supplier. Attachment 3 contains the verified statements of the Joint Applicants.

6. **Reasons for Seeking a Change.** The three customers, whose service would be transferred from AmerenUE to the City are presently being served by a 7200 volt distribution circuit and 7200/120-240 volt single phase transformers owned by the City's Board of Municipal Utilities. AmerenUE owns only the services and the meters that serve the customers (the meters will be retained by AmerenUE after the transfer). Meter readings are made by AmerenUE, the monthly bills are calculated using these readings, and the amount due is collected from these customers and is paid to the City's Board of Municipal Utilities. The transfer of these customers would eliminate these steps and permit the City to have a direct relationship with these three customers.

7. **Transfer is in the Public Interest.** The proposed transfer is in the public interest because it will not result in any reduced level of service or reliability for those retail electric customers presently being served by AmerenUE in the City. The City is fully qualified in all respects to own and operate the Assets in question and to otherwise engage in the business of providing retail electric utility service to the public in the area where AmerenUE presently provides said service. The City, through its Board of Municipal Utilities, has been engaged in providing electric utility service for many years. The transfer of these customers would eliminate

a complicated billing process and permit the City to have a direct relationship with the three customers. The City's residential electric rate schedules are marked as Attachment 4 and are attached hereto for all purposes. The initial transfer of electric service to the City will decrease the rates charged by AmerenUE.

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

City also has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which judgments or decisions have occurred within three (3) years of the date of this Joint Application. Further, City has no actions in state and federal agencies and courts involving customer service or rates. City has no annual report or assessment fees that are overdue to this Commission.

**WHEREFORE,** AmerenUE and the City respectfully request that the Commission issue its Order:

(1) authorizing AmerenUE to transfer the electric service for the structures listed in Attachment 1 to the City;

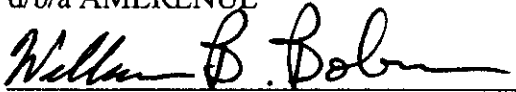
(2) relieving AmerenUE and its assigns and affiliates of any duties, obligations or conditions which may have been imposed previously by law or by the Commission with respect to the structures or customers listed in Attachment;

(3) authorizing AmerenUE to enter into, execute, and perform in accordance with the terms of all other documents reasonably necessary and incidental to the performance of the transactions which are the subject this Joint Application; and

(5) granting such other relief as deemed necessary to accomplish the Joint Application and to consummate the transfer of the structures.

Respectfully submitted,

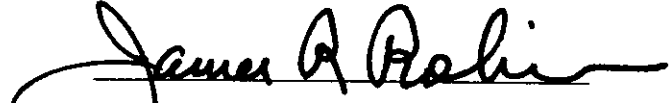
UNION ELECTRIC COMPANY  
d/b/a AMERENUE



William B. Bobnar  
MBEN 38966  
P.O. Box 66149 (MC 1310)  
One Ameren Plaza  
St. Louis, MO 63166-6149  
(314) 554-3148  
(314) 554-4014 (fax)

ATTORNEY FOR  
AMEREN SERVICES COMPANY  
as Agent for UNION ELECTRIC  
COMPANY d/b/a AMERENUE

ROBISON AND ROBISON



James R. Robison  
MBEN 18772  
521 Greer Avenue  
P.O. Box 921  
Sikeston, MO 63801  
(573) 471-5583  
(573) 471-1767(fax)

ATTORNEY FOR  
CITY OF SIKESTON

## **ATTACHMENT 1**

### **STRUCTURES TO BE TRANSFERRED FROM AMERENUE TO THE CITY OF SIKESTON**

HAZEL HUBBARD	1901 N. MAIN STREET	SIKESTON, MO 63801
ELBERT HUBBARD	1905 N. MAIN STREET	SIKESTON, MO 63801
STEVEN HUBBARD	2011 N. MAIN STREET	SIKESTON, MO 63801

**ATTACHMENT 2**

**Customer Notification Letters  
And Consent Forms**

April 6, 2004

Mr. and Mrs. Steven E. Hubbard  
2011 N. Main Street  
Sikeston, MO 63801

***RE: 2011 N. Main Street***

Dear Mr. and Mrs. Hubbard:

AmerenUE and the City of Sikeston are considering an Application with the Missouri Public Service Commission requesting authority for AmerenUE to transfer your electric service supplier from AmerenUE to the City of Sikeston.

Several years ago, AmerenUE and the City entered into an agreement that sold all of AmerenUE's facilities within the Sikeston City limits to the City. Since that time, AmerenUE has ceased providing electric service in Sikeston. Therefore, AmerenUE cannot add new load to the facilities serving you which makes these facilities isolated, difficult to maintain, and affects reliable service. On the other hand, the City will be well-positioned to provide you with an adequate and reliable source of electricity.

Using experience gained from previous exchanges, AmerenUE and the City will work together so that any transfer of electric service will cause only minimum inconvenience and will be of no cost to you. In addition, all deposits will be returned to you in accordance with normal AmerenUE procedures and no deposit will be required by the City.

We recognize that changing to a new electricity supplier may cause some anxiety and may give rise to questions. If you have questions, you may call or write as follows:

**AMERENUE**

Mr. Joe Whitener  
Supervising Engineer  
45 S. Minnesota  
Cape Girardeau, Missouri 63703  
(573) 651-5721

**CITY OF SIKESTON**

Mr. Wayne McSpadden  
Operations Manager  
138 N. Prairie  
P.O. Box 370  
Sikeston, Missouri 63801  
(573) 471-3328



If you find our proposal to transfer your electric service from AmerenUE to the City of Sikeston acceptable, please sign and return the attached consent.

Sincerely,

Jean Mason  
District Manager, SEMO Division  
AmerenUE

### Consent Form

I, Hazel Hubbard, hereby consent to have my electric service for 1901 N. Main Street transferred from AmerenUE to the City of Sikeston.

Hazel Hubbard

### Consent Form

I, Elbert Hubbard, hereby consent to have my electric service for 1905 N. Main Street transferred from AmerenUE to the City of Sikeston.

Elbert Hubbard

### Consent Form

I, Steven E. Hubbard, hereby consent to have my electric service for 2011 N. Main Street transferred from AmerenUE to the City of Sikeston.

Steven E. Hubbard

**ATTACHMENT 3**

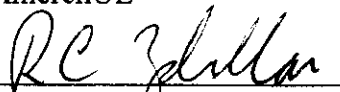
**VERIFIED STATEMENTS**

STATE OF MISSOURI     )  
                                      ) SS  
CITY OF ST. LOUIS     )

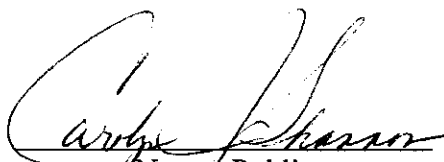
On this 5<sup>th</sup> day of July, 2004, I, Ronald C. Zdellar, a Vice President of Union Electric Company d/b/a AmerenUE ("AmerenUE"), being first duly sworn upon my oath, state that AmerenUE does hereby consent to the transfer of electrical service for three structures listed in Attachment 2 of this Joint Application from AmerenUE to the Board of Municipal Utilities of the City of Sikeston.

UNION ELECTRIC COMPANY  
d/b/a AmerenUE

By

  
Ronald C. Zdellar

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

  
Notary Public

CAROLYN J. SHANNON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Jan. 29, 2008

## VERIFICATION

STATE OF MISSOURI     )  
                                  ) SS  
CITY OF SIKESTON     )

On this 1 day of July, 2004, I, Ed Throop, being duly sworn upon my oath, state that I am the Director of Utilities of the Board of Municipal Utilities of the City of Sikeston, state that Board of Municipal Utilities of the City of Sikeston does hereby consent to the transfer of electrical service for three structures listed in Attachment 2 of this Joint Application from AmerenUE to the Board of Municipal Utilities of the City of Sikeston.

  
\_\_\_\_\_  
Ed Throop

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the date first written above.

  
\_\_\_\_\_  
Notary Public

## **ATTACHMENT 4**

### **City of Sikeston Rate Schedules**

**Residential Electric Rate No 1-71  
&  
Small General (Commercial) Service Rate No. 3-73**



BOARD OF MUNICIPAL UTILITIES  
138 North Prairie/ P.O. Box 370  
Sikeston, Missouri 63801

DATE OF LAST RATE  
REVISION

October 1, 1994  
DATE

ELECTRIC

RESIDENTIAL 1-71

Section 1 - Availability

This schedule is available to all residential customers at points on the City Utilities' existing secondary distribution lines within the area served by City Utilities.

Section 2 - Character of Service

Alternating current, 60 cycles, 120/240 volt single-phase, or where available and at the option of City Utilities 120/240 volt three-phase, four wire delta of 120/208 volt three-phase, four wire wye.

Section 3 - Application

To single-phase or three-phase service (if available) for all domestic users in private residences, in individual family apartments, supplied through one meter, where the City Utilities is the sole source of supply. Not applicable for service to recognized rooming or boarding houses or establishments of a commercial nature. Service is for the exclusive use of the customer and shall not be resold.

Section 4 - Monthly Rate

Summer Rate (Applicable to the billings taken from meter readings after May 1 and prior to October 1)

Customer Charge	\$ 3.80 per month
Energy Charge ALL kWh	.052 per kWh

Winter Rate (Applicable to the billings taken from meter readings after October 1 and prior to May 1)

Customer Charge	\$ 3.80 per month
Energy Charge - First 1,000 kWh	.052 per kWh
Next 500 kWh	.030 per kWh
Over 1,500 kWh	.023 per kWh

Minimum Bill - the minimum bill for any billing period shall be the customer charge.

Section 5 - Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bill not paid by the 20th of the month shall be assessed a 5% add-on penalty and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with a reconnection charge of \$15.00.

Section 6 - Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity, and other services are made by the Board of Municipal Utilities to the City of Sikeston in lieu of taxes.

DATE APPROVED

DATE EFFECTIVE

6-1-94

# BOARD OF MUNICIPAL UTILITIES

## SIKESTON LIGHT AND WATER

138 NORTH PRAIRIE

DATE OF LAST  
RATE REVISION  
June 1, 1987

ELECTRIC

SMALL GENERAL SERVICE 3-73

Page 1 of 1

### Section 1 - Availability

This rate is available to any commercial customers at points on the City Utilities' existing secondary distribution lines within the area served by City Utilities.

### Section 2 - Character of Service

Alternating current, 60 cycles, 120/240 volt single-phase, or where available and at the option of City Utilities 120/240 volt three-phase, four wire delta of 120/208 volt three-phase, four wire wye.

### Section 3 - Application

To single-phase or three-phase service (if available) for all commercial establishments, including churches, schools, and hospitals, where City Utilities is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold.

### Section 4 - Monthly Rate

Summer Rate (Applicable to the billings taken from meter readings after May 1 and prior to October 1)

Customer Charge	\$5.70 per month
Energy Charge All KWH	.0600 per KWH

Winter Rate (Applicable to the billings taken from meter readings after October 1 and prior to May 1)

Customer Charge	\$5.70 per month
Energy Charge - First 1,000 KWH	.0600 per KWH
- Over 1,000 KWH	.0410 per KWH

Minimum Bill - the minimum bill for any billing period shall be the customer charge.

### Section 5 - Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bill not paid by the 20th of the month shall be assessed a 5% add-on penalty and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with a reconnection charge of \$15.00.


### Section 6 - Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity, and other services are made by the Board of Municipal Utilities to the City of Sikeston in lieu of taxes.

DATE APPROVED August 31, 1994

DATE EFFECTIVE October 1, 1994

  
CHAIRMAN  
BOARD OF MUNICIPAL UTILITIES

  
MAYOR  
CITY OF SIKESTON

# BOARD OF MUNICIPAL UTILITIES

## SIKESTON LIGHT AND WATER

138 NORTH PRAIRIE

DATE OF LAST  
RATE REVISION

June 1, 1987

ELECTRIC

COMMERCIAL ELECTRIC HEATING 4-74

Page 1 of 1

### Section 1 - Availability

This schedule is available to those commercial customers whose establishments are heated wholly by permanently installed electric heaters and whose hot water is obtained only through the use of an electric water heater, at points on the City Utilities' existing secondary distribution lines within the area served by City Utilities.

This schedule is made available to commercial customers whose heating is obtained through permanently installed electric space heater(s).

### Section 2 - Character of Service

Alternating current, 60 cycles, 120/240 volt single-phase, or where available and at the option of City Utilities 120/240 volt three-phase, four wire delta of 120/208 volt three-phase, four wire wye.

### Section 3 - Application

To single-phase or three-phase (if available) for all commercial total electric establishments, including churches, schools, and hospitals where City Utilities is the sole source of supply. Service is for the exclusive use of the customer and shall not be resold.

### Section 4 - Monthly Rate

Summer Rate (Applicable to the billings taken from meter readings after May 1 and prior to October 1)

Customer Charge	\$5.70 per month
Energy Charge All KWH	.0600 per KWH

Winter Rate (Applicable to the billings taken from meter readings after October 1 and prior to May 1)

Customer Charge	\$5.70 per month
First 1,000 KWH	.0600 per KWH
Next 3,000 KWH	.0410 per KWH
Over 4,000 KWH	.0350 per KWH

Minimum Bill - the minimum bill for any billing period shall be the customer charge.

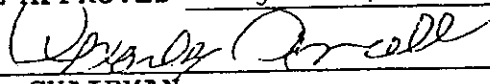
### Section 5 - Payment

Bills are rendered monthly and are due and payable within 10 days from the date of billing. Any monthly bill not paid by the 20th of the month shall be assessed a 5% add-on penalty and be subject to disconnection. The customer, in order to be reconnected, must pay all bills for electric service together with a reconnection charge of \$15.00.

### Section 6 - Tax Clause

Bills computed under this rate are NOT subject to any increase because of municipal taxes. Donations in free street lighting, electricity, and other services are made by the Board of Municipal Utilities to the City of Sikeston in lieu of taxes.

DATE APPROVED August 31, 1994 DATE EFFECTIVE October 1, 1994



CHAIRMAN

BOARD OF MUNICIPAL UTILITIES




MAYOR

CITY OF SIKESTON

**CERTIFICATE OF SERVICE**

I, William B. Bobnar, an attorney for Union Electric Company d/b/a AmerenUE, do hereby certify that a copy of the foregoing was served on all Parties of Record, by first-class mail, postage prepaid, this 15<sup>th</sup> day of July, 2004.

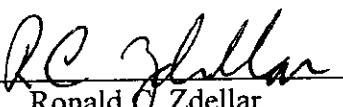


William B. Bobnar


# VERIFICATION

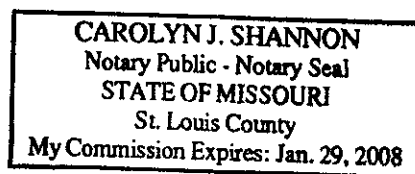
STATE OF MISSOURI     )  
                                  ) SS  
CITY OF ST. LOUIS     )

On this 15<sup>th</sup> day of July, 2004, I, Ronald C. Zdellar, a Vice President of Union Electric Company d/b/a AmerenUE, being first duly sworn upon my oath, state that I have read the foregoing ***Joint Application*** of AmerenUE and the City of Sikeston, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of Union Electric Company.

  
\_\_\_\_\_  
Ronald C. Zdellar

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the date first written above.

  
\_\_\_\_\_  
Notary Public



**VERIFICATION**

STATE OF MISSOURI     )  
                                  ) SS  
CITY OF SKESTON        )

On this 1 day of July, 2004, I, Ed Throop, being duly sworn upon my oath, state that I am the Director of Utilities of the Board of Municipal Utilities of the City of Skeston, acknowledge that I have read the ***Joint Application*** of AmerenUE and the City of Skeston, that the facts stated therein are true and correct to the best of my knowledge, information and belief, and that the above attorney is authorized to file such document on behalf of the City of Skeston.

  
Ed Throop

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the date first written above.

  
Cheryl Parker  
Notary Public