

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
JEFFERSON CITY**

**August 31, 2000**

**CASE NO: EO-2000-774**

**Office of the Public Counsel**

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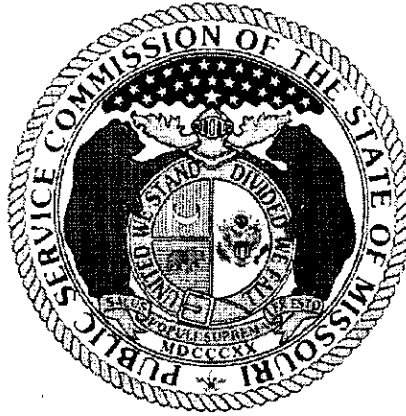
**Enclosed find certified copy of a REPORT And ORDER in the above-numbered case(s).**

Sincerely,



**Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge**

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



In the Matter of the Application of Union )  
Electric Company d/b/a AmerenUE and )  
Intercounty Electric Cooperative Association )  
for Approval of a Written Territorial )  
Agreement Designating the Boundaries of Each )  
Electric Service Supplier within Portions of )  
Gasconade, Maries and Phelps Counties in )  
Missouri )

**Case No. EO-2000-774**

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**REPORT AND ORDER**

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**Issue Date: August 31, 2000**

**Effective Date: September 11, 2000**

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

In the Matter of the Application of Union	)	
Electric Company d/b/a AmerenUE and	)	
Intercounty Electric Cooperative Association	)	
for Approval of a Written Territorial	)	<u>Case No. EO-2000-774</u>
Agreement Designating the Boundaries of Each	)	
Electric Service Supplier within Portions of	)	
Gasconade, Maries and Phelps Counties in	)	
Missouri	)	

**APPEARANCES**

William B. Bobnar, Attorney at Law, 1901 Chouteau Avenue, St. Louis, Missouri 63166, for Union Electric Company, d/b/a AmerenUE.

William E. Gladden, Attorney at Law, P.O. Box 217, Houston, Missouri 65483, for Intercounty Electric Cooperative Association.

Gary W. Duffy, Attorney at Law, P.O. Box 456, Jefferson City, Missouri 65102, for the City of Rolla.

Dennis L. Frey, Assistant General Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the staff of the Missouri Public Service Commission.

**REGULATORY LAW JUDGE:**      **Morris L. Woodruff**

**REPORT AND ORDER**

**Procedural History**

Union Electric Company d/b/a AmerenUE (AmerenUE) and Intercounty Electric Cooperative Association (Intercounty) filed a joint application on May 24, 2000, under Section 394.312, RSMo 1994<sup>1</sup>, asking the Public Service

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<sup>1</sup> All further statutory references are to the Revised Statutes of Missouri 1994 unless otherwise indicated.

Commission (Commission) to approve a territorial agreement. The proposed territorial agreement is attached to this Report and Order as Attachment A.

The Commission issued an Order and Notice on May 26, directing parties wishing to intervene in the case to do so by June 15. The City of Rolla, Missouri, by and through Rolla Municipal Utilities, (Rolla) filed an Application to Intervene on June 9. Rolla's application to intervene was granted by the Commission on June 20. The parties filed a proposed procedural schedule on June 22. On June 23, the Commission issued an Order Adopting Procedural Schedule. That order provided that a hearing would be held on August 15.

On August 8, AmerenUE, Intercounty, Rolla, the Office of the Public Counsel (Public Counsel) and the Staff of the Public Service Commission (Staff) filed a Unanimous Stipulation and Agreement. AmerenUE, Intercounty, Public Counsel and Staff agree that the territorial agreement is not detrimental to the public interest and should be approved. Rolla takes no position on this matter but will not oppose approval of the territorial agreement. The parties all agree that the electric service areas of AmerenUE and Intercounty that are described in the territorial agreement are only exclusive as between Intercounty and AmerenUE. The parties further agree that the territorial agreement, and Commission approval of it shall in no way affect or diminish the present or future rights and duties of Rolla, which is a municipal electric supplier, or any other electric supplier not a party to the territorial agreement. Staff filed Suggestions in Support of Unanimous Stipulation and Agreement on August 9.

Attached to the Joint Application was Exhibit D, which consists of illustrative tariff sheets for AmerenUE. Paragraph 14 of the Unanimous Stipulation and Agreement lists changes that the parties have agreed should be made to those tariffs. Paragraph 15 of the Unanimous Stipulation and

Agreement contains additional comments regarding the illustrative tariffs. A copy of the Unanimous Stipulation and Agreement is attached to this order and incorporated herein as Attachment B.

The Commission held an evidentiary hearing on August 15, 2000. All parties except the Public Counsel were represented at the evidentiary hearing.

### **Discussion**

AmerenUE is a public utility engaged in providing electric service to the public in the state of Missouri, subject to the jurisdiction of the Commission. AmerenUE's principal place of business is located in St. Louis, Missouri. Intercounty is a rural electric cooperative corporation engaged in distributing electric energy and service to its members in Dent, Gasconade, Maries, Phelps, Shannon and Texas counties in Missouri. Intercounty's principal place of business is located in Licking, Missouri. Intercounty is not subject to Commission regulation of its service or rates.

AmerenUE and Intercounty jointly applied for approval of a territorial agreement that would designate the service area for new structures in portions of Gasconade, Maries and Phelps counties. The agreement is designed to avoid duplication of facilities and minimize disputes between the two suppliers. The agreement designates the boundaries of the exclusive electric service area for service of new structures within the designated areas. The territorial agreement does not require the transfer of any facilities or customers.

Before approving the proposed territorial agreement, the Commission must determine that it is not detrimental to the public interest. The first factor the Commission will consider in deciding the appropriateness of this territorial agreement is the extent to which the

agreement eliminates or avoids unnecessary duplication of facilities. The Applicants stated in their application that "very little" duplication of facilities currently exists between AmerenUE and Intercounty. At the evidentiary hearing, AmerenUE's witness, Larry Merry, testified that the territorial agreement would eliminate any future duplication of facilities in the affected area.

Second, the Commission will consider the ability of each party to the territorial agreement to provide adequate service to the customers in its exclusive service area. The territorial agreement provides that there will be no exchange of customers as a result of the agreement and either party will have the right to continue serving existing structures located in the electric service area of the other party. AmerenUE and Intercounty are both established, capable suppliers of electric service. There was no evidence presented that would indicate that AmerenUE and Intercounty would not each have the ability to make available adequate power supplies, service, and maintenance for their customers.

The third area for Commission concern is the effect of approval of the territorial agreement on customers of the Applicants. The territorial agreement provides that no customers or facilities will be transferred. Mr. Merry testified that the public will benefit from not having duplicate distribution lines, allowing the companies to control their costs and pass the savings on to their customers.

Fourth, the Commission will consider a category of other cost and safety benefits attributed to the proposed territorial agreement. Mr. Merry testified that the agreement will promote safety by avoiding having multiple utilities with duplicate lines crossing through the communities. Staff's witness, James L. Ketter, testified that it is Staff's opinion that the agreement is not detrimental to the public interest.

### **Findings of Fact**

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact. The positions and arguments of all of the parties have been considered by the Commission in making this decision. Failure to specifically address a piece of evidence, position or argument of any party does not indicate that the Commission has failed to consider relevant evidence, but indicates rather that the omitted material was not dispositive of this decision.

The Commission finds that approval of the territorial agreement signed by AmerenUE and Intercounty would avoid future duplication of facilities. The Commission finds that the AmerenUE and Intercounty are capable of adequately and safely providing the electric power supply, service, and maintenance needs of the customers in their service areas as designated in the proposed territorial agreement. The Commission further finds that the overall effect of the proposed territorial agreement would not be harmful to ratepayers, that the agreement would promote efficiency and safety, and reduce customer confusion.

The Commission further finds that the approval of this territorial agreement will not impair AmerenUE's existing certificates of public convenience and necessity except as specifically limited by the territorial agreement.

### **Conclusions of Law**

The Missouri Public Service Commission has reached the following conclusions of law.

The Missouri Public Service Commission has jurisdiction over the services, activities, and rates of AmerenUE pursuant to Section 386.250 and Chapter 393, RSMo. The Commission does not have jurisdiction over the

services, activities, and rates of rural electric cooperatives such as Intercounty except as specified in Section 394.160, RSMo.

When a cooperative enters into a territorial agreement with a regulated public utility, the agreement shall be submitted to the Commission for approval. The Commission is required to hold evidentiary hearings on all requests for approval of territorial agreements. Section 394.312, RSMo. The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. Section 394.312.4, RSMo. Based on the findings of fact it has made, the Commission concludes that the territorial agreement proposed by AmerenUE and Intercounty is not detrimental to the public interest and should be approved.

**IT IS THEREFORE ORDERED:**

1. That the Territorial Agreement attached to this order as Attachment A and signed by Union Electric Company d/b/a AmerenUE and Intercounty Electric Cooperative Association is approved.

2. That the Unanimous Stipulation and Agreement of the parties is approved.

3. That no more than 30 days after the effective date of this order Union Electric Company d/b/a AmerenUE shall file revised tariff sheets in compliance with the Territorial Agreement approved in Ordered Paragraph 1 and incorporating the changes stipulated to by the parties in Paragraph 14 and 15 of the Unanimous Stipulation and Agreement.

4. That Union Electric Company d/b/a AmerenUE and Intercounty Electric Cooperative Association are authorized to perform in accordance with the terms and conditions of the Territorial Agreement.



5. This Report and Order shall become effective on September 11, 2000.

**BY THE COMMISSION**

A handwritten signature in black ink, reading "Dale Hardy Roberts". The signature is written in a cursive, slightly slanted style.

**Dale Hardy Roberts**  
**Secretary/Chief Regulatory Law Judge**

( S E A L )

Woodruff, Regulatory Law Judge, by  
delegation of authority pursuant  
to Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,  
on this 31st day of August, 2000.

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED

MAY 24 2000

In the Matter of the Application of Union Electric )  
Company d/b/a AmerenUE and Intercounty )  
Electric Cooperative Association for Approval of )  
a Written Territorial Agreement Designating the )  
Boundaries of Each Electric Service Supplier within )  
Portions of Gasconade, Maries and Phelps Counties, )  
in Missouri. )

Missouri Public  
Service Commission

Case No. E0-2000-774

**JOINT APPLICATION**

**COME NOW**, Union Electric Company d/b/a AmerenUE ("AmerenUE") and Intercounty Electric Cooperative Association ("Intercounty"), hereinafter referred to collectively as "Applicants," and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Section 394.312 RSMo. (1994), for an order, within 120 days of the filing of this Application, approving Applicants' Territorial Agreement, state as follows:

1.     **The Applicants** - AmerenUE is a corporation, organized and existing under the laws of the State of Missouri, and has its principal office at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103. It is an electrical corporation, subject to the jurisdiction of the Commission, engaged in the sale and distribution of electricity in portions of Missouri, including Gasconade, Maries, and Phelps Counties.

Intercounty is a corporation, organized and existing under the laws of the State of Missouri, and has its principal office at 102 Maple Avenue, Licking, Missouri 65542. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within Dent, Gasconade, Maries, Phelps, Shannon and Texas Counties in Missouri.

2. **Correspondence and Communication** - Correspondence, communications, orders and decisions in regard to this Application should be addressed to:

**For AmerenUE**

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

Mr. Larry Merry  
District Manager  
Union Electric Company  
101 Madison St.  
P.O. Box 780  
Jefferson City, MO 65101

**For Intercounty**

Mr. William E. Gladden, Esq.  
P. O. Box 217  
Houston, MO 65483  
(417) 967-3520  
(417) 967-4252 (fax)

Mr. Vernon W. Strickland  
General Manager  
Intercounty Electric Cooperative  
P.O. Box 209  
Licking, MO 65542

*same as  
417/967-4252  
email  
wgladden  
@  
fidnet.com*

3. **The Territorial Agreement** - Subject to the terms and conditions of an agreement, known as a "Territorial Agreement" between AmerenUE and Intercounty, Applicants have specifically designated the boundaries of the exclusive electric service areas of each electric service supplier for service of new structures in Gasconade, Maries and Phelps Counties, which are more particularly described in the Territorial Agreement. Applicants have attached a copy of the Territorial Agreement to this Application as Exhibit A, which is incorporated by reference into this Application and made a part hereof for all purposes.

Metes and bounds descriptions of the exclusive service areas of Applicants and maps depicting those service areas are part of Exhibit A, incorporated by reference into this Application and made a part hereof for all purposes.

The Territorial Agreement only establishes exclusive service areas for the

Applicants; it does not restrict in any way the operation of any other electric service provider or require transfer of any facilities or customers between the Applicants.

The case-by-case addendum term in the Territorial Agreement is identical to the language approved in Case No. EO-95-400.

4.     **Resolution of the Cooperative's Board of Directors** - A certified copy of the Resolution of the Board of Directors of Intercounty, authorizing the consummation of the transaction contemplated by this Joint Application, is attached hereto as Exhibit B, incorporated herein by reference and made a part hereof for all purposes.

5.     **Articles of Incorporation** - Certified copies of AmerenUE'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 AmerenUE'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 Intercounty's Articles of Incorporation and Certificate of Corporate Good Standing from the Secretary of State are attached hereto as Exhibit C.

6.     **Judgments, Actions and Fees** – AmerenUE 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, AmerenUE has, from time-to-time, pending actions in state and federal agencies and courts involving customer service or rates. AmerenUE has no annual report or assessment fees that are overdue to this Commission.

Intercounty 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, Intercounty has no actions in state and federal agencies and courts involving customer service or rates. Intercounty has no annual report or assessment fees that are overdue to this Commission.

7. **Authority to Serve in Proposed Areas** - AmerenUE has a certificate of public convenience and necessity for the entire area it proposes to serve. Therefore, AmerenUE is not requesting any additions, deletions or changes to said certificate. Intercounty has statutory authority in the areas it proposes to serve.

8. **Illustrative Tariffs** – While AmerenUE has a certificate of convenience and necessity for the entire area it proposes to serve, illustrative tariffs, pursuant to 4 CSR 240-2.060(10)(G), are attached hereto as Exhibit D, which is made a part hereof for all purposes. The illustrative tariff for Maries County includes a note that reflects AmerenUE's right and obligation to serve customers in certain land sections limited by the terms of the Territorial Agreement. The illustrative tariff for Gasconade County has been updated to reflect only those sections in which AmerenUE is authorized to serve.

9. **Other Electric Suppliers** – The following is a list of other Rural Electric Cooperatives which serve in the territory covered by the Territorial Agreement:

Crawford Electric Cooperative  
Laclede Electric Cooperative  
Gascosage Electric Cooperative  
Howell-Oregon Electric Cooperative  
Black River Electric Cooperative  
Se-Ma-No Electric Cooperative  
Three Rivers Electric Cooperative.

In addition, Rolla, Newburg, St. James, and St. Robert operate municipal electric supply systems

within the area covered by the Territorial Agreement.

10. **Agreement is in the Public Interest** - The Territorial Agreement is in the public interest because it establishes exclusive service territories for new structures for the Applicants. Presently, there is very little duplication of electric service facilities between the electric suppliers at this time. The establishment of exclusive service territories will prevent future duplication of electric service facilities, guarding economic efficiencies and benefiting the public safety and aesthetics of the community.

Because the Territorial Agreement only establishes exclusive service areas for the Applicants, it does not restrict in any way the operation of any other electric service providers. Because the Territorial Agreement does not require the transfer of any facilities or customers between the Applicants, no existing customers are impacted. Further, this Agreement will also allow future customers to know, with certainty, the supplier of their electric service.

11. **Other Findings and Orders Required by the Commission** - Each Applicant will still have occasion to construct, operate and maintain facilities in the electric service territory of the other as described in the Territorial Agreement. Each Applicant will continue to have service responsibilities beyond the boundaries of the Agreement, unaffected by the terms of the Territorial Agreement. Each Applicant will have the right to serve existing customers within the electric service area of the other for the indefinite future. In general, Applicants will need the authority to construct, operate and maintain facilities throughout the electric service area of the other. In particular, AmerenUE requires a finding of the Commission that the Territorial Agreement will not impair the Company's certificates of public convenience and necessity, except as specifically limited by the Territorial Agreement.

12. **Application Fee** - The Commission's fee required by 4 CSR 240-21.010 is submitted herewith.

**WHEREFORE**, Applicants respectfully request that the Commission issue its Order:

(a) finding the designated electric service areas to be not detrimental to the public interest and approving the Territorial Agreement (Exhibit A to the Joint Application);

(b) authorizing Applicants to perform in accordance with the terms and conditions of the Territorial Agreement;

(c) finding that the Territorial Agreement shall not impair AmerenUE's certificates of convenience and necessity, except as specifically limited by the Agreement; and

(d) approving AmerenUE's change to its Tariffs as illustrated in Exhibit D.

UNION ELECTRIC COMPANY  
d/b/a AmerenUE

By William B. Bobnar

William B. Bobnar MBEN 38966  
Ameren Services Company  
1901 Chouteau Avenue  
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wbobnar@ameren.com

ATTORNEY FOR AMEREN SERVICES CO.  
As Agent for UNION ELECTRIC COMPANY  
d/b/a AmerenUE

INTERCOUNTY ELECTRIC COOPERATIVE  
ASSOCIATION

By William E. Gladden

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ATTORNEY FOR INTERCOUNTY  
ELECTRIC COOPERATIVE  
ASSOCIATION



FILED<sup>2</sup>

AUG 08 2000

Missouri Public  
Service Commission

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

In the Matter of the Application of Union Electric )  
Company d/b/a AmerenUE and Intercounty )  
Electric Cooperative Association for Approval of )  
a Written Territorial Agreement Designating the ) Case No. EO-2000-774  
Boundaries of Each Electric Service Supplier within )  
Portions of Gasconade, Maries and Phelps Counties, )  
in Missouri. )

**UNANIMOUS STIPULATION AND AGREEMENT**

**COME NOW** the undersigned parties to this proceeding and for their Unanimous Stipulation and Agreement ("Stipulation and Agreement"), respectfully state as follows:

**I. Procedural History**

1. On May 24, 2000, Union Electric Company d/b/a AmerenUE ("Company" or "AmerenUE") and the Intercounty Electric Cooperative Association ("Cooperative" or "Intercounty") filed a Joint Application pursuant to Section 394.312 RSMo. 1994 (the "Joint Application"), requesting that the Missouri Public Service Commission (the "Commission"): (1) approve a territorial agreement between the Company and the Cooperative designating the boundaries of each electric service supplier in Gasconade, Maries, and Phelps Counties in Missouri (the "Territorial Agreement"); (2) authorize the Company and Cooperative to perform in accordance with the terms and conditions of the Territorial Agreement; (3) find that the Territorial Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Territorial Agreement; and (4) approve changes to Company's tariffs.

2. In the Joint Application, Company and Cooperative seek Commission approval of the Territorial Agreement. Company and Cooperative have agreed to displace competition

between themselves in Gasconade, Maries, and Phelps Counties, as allowed by law, and have set out the terms of the Territorial Agreement, which is attached to the Joint Application and marked as Exhibit A. The Territorial Agreement sets forth the exclusive service area boundaries for new structures of both AmerenUE and Cooperative in Gasconade, Maries, and Phelps Counties. The Territorial Agreement also provides that Company and Cooperative shall be entitled to continue serving those existing structures it was serving as of the date of this Agreement. Thus, Company and Cooperative are not required to transfer any customers and/or facilities to implement the Territorial Agreement.

3. On May 26, 2000, the Commission issued an order and notice concerning, among other things, the intervention of interested parties. Applications for intervention were to be filed no later than June 15, 2000. On June 9, 2000 the City of Rolla, by and through Rolla Municipal Utilities ("Rolla"), filed an Application to Intervene. On June 20, 2000, the Commission issued an order granting Rolla's application to intervene. To date, no other parties have sought to intervene in this case.

4 On June 23, 2000, the Commission issued an order adopting the proposed procedural schedule filed jointly by the parties to this case on June 22, 2000. Among other things the Commission's June 23rd order set the evidentiary hearing on the Territorial Agreement for August 15, 2000 at 8:30 AM.

5. The Staff of the Commission ("Staff"), the Office of the Public Counsel ("OPC"), Company, Cooperative, and Rolla (hereinafter collectively known as "the Parties"), having reviewed the Joint Application, the associated Territorial Agreement, and Rolla's Application to Intervene, and having considered the positions of the Parties and the issues to be resolved in this

case, have entered into this Stipulation and Agreement.

**II. The Parties Have Reached the Following  
Stipulation and Agreement:**

**A. Rolla**

6. The Parties hereto agree that the "Electric Service Areas" of AmerenUE and Intercounty that are described in the Territorial Agreement are only exclusive as between Intercounty and AmerenUE. Further, the Territorial Agreement, and Commission approval of it in Case No. EO-2000-774, shall in no way affect or diminish the present or future rights and duties of Rolla, which is a municipal electric supplier, or any other electric supplier not a party to the Territorial Agreement.

7. The parties agree that the Territorial Agreement does not in any way limit the existing or future service territory of Rolla, and that Rolla shall be free to serve anywhere it may legally serve without regard to the Territorial Agreement.

8. Intercounty agrees that it will not use the Territorial Agreement or Commission approval of it in any way to attempt to convince potential electric consumers to choose Intercounty as their electric supplier. Further, Intercounty shall not argue, even in the event of a change in any applicable law, that the Territorial Agreement or Commission approval of said agreement in any way entitles Intercounty to serve any given electric load or area, or prohibits Rolla from serving any load or area it may otherwise legally serve now or in the future.

9. AmerenUE agrees that it will not use the Territorial Agreement or Commission approval of it in any way to attempt to convince potential electric consumers to choose

AmerenUE as their electric supplier. Further, AmerenUE shall not argue, even in the event of a change in any applicable law, that the Territorial Agreement or Commission approval of said agreement in any way entitles AmerenUE to serve any given electric load or area, or prohibits Rolla from serving any load or area it may otherwise legally serve now or in the future.

10. The Parties agree that the Territorial Agreement will only be used to apportion consumers as between Intercounty and AmerenUE.

11. The Parties agree that the Territorial Agreement does not and shall not affect the rights of Rolla, AmerenUE, or Intercounty under § 386.800 RSMo. 1994.

12. The Parties intend that this Stipulation and Agreement clarify the terms of the Territorial Agreement and as such, any Party may introduce it into evidence in any future Commission or Court proceeding concerning the Territorial Agreement (all other Parties waiving their right to object) to clarify the nature of the electric service areas defined therein or the rights of AmerenUE, Intercounty, or Rolla to serve any load or area.

#### **B. The Territorial Agreement**

13. The Staff, OPC, Intercounty, and AmerenUE assert and, in consideration of the promises and covenants herein contained and supported by the facts contained, state that the Territorial Agreement between Company and Cooperative is not detrimental to the public interest and therefore should be approved. Rolla takes no position on this matter, but will not oppose approval as set forth herein. Furthermore, Staff, OPC, Intercounty, and AmerenUE assert and state that the finding that the Territorial Agreement is not detrimental to the public interest is supported by the facts contained in the Joint Application.

14. The Staff, OPC, Intercounty, and AmerenUE further assert and state that the Company's illustrative tariff sheets, as shown in Exhibit D to the Joint Application are acceptable in format and substance, provided the following changes are made: (i) Sheet No. 22.1, Gasconade County, Sections: 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, and 36 shall be deleted from the Sections/U.S. Survey listing for Township 44 North, Range 4 West and Township 45 North, Range 4 West, (ii) Sheet No. 26.4, Maries County, Sections 1, 7, 9, 10, 16, 17, and 20 in Township 40 North, Range 7 West, shall be moved from the non-delta/underlined listing to the delta/underlined listing in the same township-range list; and (iii) Sheet No. 26.4, Maries County, Sections 12, 14, 22, 27, and 34 in Township 40 North, Range 8 West, shall be moved from the non-delta/underlined listing to the delta/underlined listing in the same township-range list. With these modifications, the Staff, OPC, Intercounty, and AmerenUE believe that the illustrative tariff sheets reflect the Company's service area changes due to the Territorial Agreement, and that revised tariff sheets based upon the illustrative tariff sheets, and including the aforementioned changes, are in the public interest and therefore should be approved. Rolla takes no position on this matter, but it will not oppose approval as set forth herein. Within 30 days of the effective date of an Order approving the Territorial Agreement, Company agrees to file for review and approval, revised tariff sheets consistent with the illustrative tariff sheets and incorporating the aforementioned changes for the Company's service area in Gasconade, Maries, and Phelps Counties.

15. The Parties further assert and state that in regard to the revised tariff sheets to be filed by the Company, AmerenUE may, at its discretion, either: (a) leave the Congressional Townships in Gasconade County listed below as they are listed in the Illustrative Tariffs (i.e.,

listing all 36 sections), or (b) change Sections/U.S. Surveys column to read "All land sections and surveys therein." for the following Townships /Ranges:

42 North, 5 West  
42 North, 6 West  
43 North, 5 West  
43 North, 6 West  
44 North, 5 West  
44 North, 6 West  
45 North, 5 West  
45 North, 6 West

16. AmerenUE has on its illustrative tariff sheets the following footnote: "In the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in [County Name] is limited by the terms of the Territorial Agreement between Company and Intercounty Electric Cooperative approved in Case No. EO-2000-774". This language shall be interpreted (i) to permit AmerenUE, in accordance with Article 2 of the Territorial Agreement, to continue to serve all other Existing Structures that it is serving on the Effective Date of the Agreement regardless of their location (even if that location is in the exclusive service area of Cooperative); (ii) for those sections divided by the Territorial Agreement boundary, to permit AmerenUE, in accordance with Article 2 of the Territorial Agreement, to serve all New Structures in the Electric Service Area of AmerenUE in those divided sections; and (iii) to allow AmerenUE to serve customers in accordance with Article 9 of the Territorial Agreement, the Case-by-Case Exception Procedure, without having to file with the Commission for a certificate of convenience and necessity or to revise its tariffs.

17. This Stipulation and Agreement shall be binding upon the successors and assigns of Company and Cooperative.

### **III. General Matters**

18. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the signatories to take other positions in other proceedings.

19. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the Parties and participants waive, with respect to the issues resolved herein: their respective rights, pursuant to §536.080 RSMo. 1994, to present testimony, to cross-examine witnesses, and to present oral argument or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2 RSMo. 1994; their respective rights to seek rehearing pursuant to §386.500 RSMo. 1994; and their respective rights to seek judicial review pursuant to §386.510 RSMo. 1994. Notwithstanding the foregoing each party may present oral testimony at the evidentiary hearing supporting the fact that the Territorial Agreement is not detrimental to the public interest. The Parties agree to cooperate with each other in presenting for approval to the Commission this Stipulation and Agreement, and will take no action, direct or indirect, in opposition to the request for approval of this Stipulation and Agreement.

20. The Staff shall file suggestions or a memorandum in support of this Stipulation and Agreement, and the other parties shall have the right to file responsive suggestions or prepared testimony.

21. The Staff shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other parties and participants with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

22. None of the Parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any rate-making principle or any method of cost determination or cost allocation underlying or allegedly underlying the Stipulation and Agreement, except as the Commission finds that the Territorial Agreement is in the public interest.

**WHEREFORE**, the Parties respectfully request the Commission to issue its Order:

A. Finding that the designated electric service areas are not detrimental to the public interest and approving the Territorial Agreement, (Exhibit A to the Joint Application);

B. Authorizing Company and Cooperative to perform in accordance with the terms and conditions of the Agreement;

C. Finding that the Territorial Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Agreement; and

D. Directing that AmerenUE file, within thirty days of the effective date of said Commission Order, revised tariff sheets with respect to its service area in Gasconade, Maries, and Phelps Counties, as illustrated in Exhibit D to the Joint Application, and incorporating the



changes set forth in Paragraph 14 hereinabove.

E. Authorizing Company 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 of the Agreement;

F. Approving all of the terms of this Stipulation and Agreement.

Respectfully submitted,

DANA K. JOYCE  
General Counsel

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Cooperative Association

### **Certificate of Service**

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 8th day of August 2000.

Dennis L. Grey

**SERVICE LIST FOR  
CASE NO: EO-2000-774  
August 8, 2000**

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20-2000-774  
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Schemenauer, Commissioner

KS  
Simmons, Commissioner

STATE OF MISSOURI  
OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and

I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,  
Missouri, this 31<sup>st</sup> day of August 2000.

Dale Hardy Roberts

Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge

