

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

In the matter of the Application of Union Electric	)	
Company d/b/a Ameren Missouri and Cuivre River	)	Case No. EO-2012-_____
Electric Cooperative for Approval of an Addendum to	)	
to an Approved Territorial Agreement.	)	

**APPLICATION FOR APPROVAL OF AN  
ADDENDUM TO AN APPROVED TERRITORIAL AGREEMENT**

CUIVRE RIVER ELECTRIC COOPERATIVE (“Cooperative”) and UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI (“Company”) (hereinafter individually an “Applicant” and jointly “the Applicants”), pursuant to and in accordance with (i) § 394.312.4, RSMo, (ii) 4 CSR 240-2.060, (iii) 4 CSR 240-3.110, and (iv) two territorial agreements previously approved by the Commission, hereby provides notice of, and requests the Commission approve, “Case-By-Case Addendum No. 2” to those territorial agreements. In support of their application, the Applicants state as follows:

**I. GENERAL**

1. Cooperative is a Missouri corporation that, as a rural electric cooperative organized under Chapter 394, RSMo, is engaged in the business of providing electricity and related services to its members. Its principal office and place of business is located at 1112 Cherry Street, Troy, Missouri 63379. Cooperative is not an “electrical corporation” or a “public utility,” as those terms are defined in § 386.020, RSMo; consequently, Cooperative is not generally subject to the jurisdiction and supervision of the Commission, as provided by law.

2. Cooperative previously filed a certified copy of its Articles of Incorporation in Commission Case No. EO-93-166, and Cooperative incorporates those documents by reference in this case, as authorized by 4 CSR 240-2.060(1)(G). A Certificate of Good Standing from the Missouri Secretary of State, which establishes that Cooperative is duly authorized to conduct

business in the state of Missouri, is attached to this application as Appendix 1 and is incorporated herein by reference.

3. Company is a Missouri corporation that is engaged in the business of providing electrical and gas utility services to customers in its Missouri service areas. Its principal office and place of business is located at 1901 Chouteau Avenue, St. Louis, Missouri 63103. Company is an “electrical corporation,” a “gas corporation,” and a “public utility,” as those terms are defined in § 386.020, RSMo; consequently, Company is subject to the general jurisdiction and supervision of the Commission, as provided by law.

4. Company has no overdue Commission Annual Reports or assessment fees, and it has no pending or final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates and that have occurred within the three years immediately preceding the filing of this application. Company has a number of cases pending before the Commission and various appellate courts of the State of Missouri, and a list of those cases is attached to this application as Appendix 2 and is incorporated herein by reference.

5. Company previously has filed certified copies of its Articles of Incorporation (Case No. EA-87-1055) and a copy of its Fictitious Name Registration (Case No. EN-2011-0069), and Company incorporates those documents by reference in this case, as authorized by 4 CSR 240-2.060(1)(G). A Certificate of Good Standing from the Missouri Secretary of State, which establishes that Company is duly authorized to conduct business in the state of Missouri, is attached to this application as Appendix 3 and is incorporated herein by reference.

6. Correspondence, communications, orders, and other documents and notices related to this application should be sent to the following representatives of the Applicants:

Mr. Kevin Hurd  
Cuivre River Electric Cooperative

PO Box 160  
Troy, MO 63379  
[khurd@cuivre.com](mailto:khurd@cuivre.com)

Ms. Wendy Tatro  
Associate General Counsel  
Union Electric Company d/b/a Ameren Missouri  
1901 Chouteau Ave.  
P. O. Box 149 (MC 1310)  
St. Louis, MO 63166  
[amerenmoservice@ameren.com](mailto:amerenmoservice@ameren.com)

## II. THE EXISTING TERRITORIAL AGREEMENTS

7. On October 30, 1992, the Applicants entered into the “Territorial Agreement,” which designated the boundaries of each Applicant’s respective exclusive service area for new structures erected in St. Charles County. The Commission established Case No. EM-96-6 to consider that agreement and approved the agreement in a *Report and Order* dated December 2, 1996.

8. The Applicants subsequently entered into the “Second Territorial Agreement,” which designated the boundaries of each Applicant’s respective exclusive service area for new structures erected in Lincoln and Warren counties. The Commission established Case No. EO-2002-0191 to consider that agreement and approved the agreement in a *Report and Order* dated September 17, 2002.

9. On or about August 25, 2011, the Applicants entered into an addendum to the two existing territorial agreement entitled “Case-By-Case Addendum No. 1 to the Territorial Agreement Between Union Electric Company d/b/a Ameren Missouri and Cuivre River Electric Cooperative” (“Addendum No. 1”). Applicants filed an application seeking approval of Addendum No. 1 on September 19, 2011, and that application, which was designated Case No. EO-2012-0085, is pending.

10. In Article 10 of the Second Territorial Agreement, the parties prescribed the process they would follow for agreeing on and seeking approval of future addenda to their territorial agreements. The provisions of Article 10 that describe that process, and therefore are relevant to this application, state as follows:

10.1 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 Exclusive Service Area of the other party.

10.2 Such Addendum shall be filed with the Executive Secretary of the 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.

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

10.4 Each Addendum shall be accompanied by a 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 Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

10.5 If the Commission Staff or Office of the 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. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of the Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

10.6 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.

### **III. THE PROPOSED ADDENDUM**

11. On or about September 13, 2011, the Applicants entered into an addendum to the two existing territorial agreements entitled "Case-By-Case Addendum No. 2 to the Territorial

Agreement Between Union Electric Company d/b/a Ameren Missouri and Cuivre River Electric Cooperative” (“Addendum No. 2”). A copy of Addendum No. 2 is attached to this application as Appendix 4 and is incorporated herein by reference.

12. Addendum No. 2 reflects the Applicants’ agreement to amend their existing territorial agreements to allow a residence and a shop building currently under construction on Carter Road, Moscow Mills, Missouri (Township 49N, Range 1E, Section 22, Moscow Mills, Missouri), each of which is owned by Larry and Peggy Taylor, to receive electric service from Company even though both structures are located within Cooperative’s exclusive service area. Cooperative, Company, and the Taylors all agree that allowing Company to provide service to those structures is both economical and practical. Although that alternative will require a minimal extension of Company’s facilities, it is most cost-effective because Company’s existing facilities are much closer to the Taylors’ location than are those of the Cooperative.

13. Except for the change described in the preceding paragraph, Addendum No. 2 does not change any of the other terms or conditions of either the Territorial Agreement or the Second Territorial Agreement. More specifically, Addendum No. 2 does not change the boundaries of the exclusive electric service territories of either Cooperative or Company as set forth in the two previously approved territorial agreements.

14. As required by the provisions of Article 10 of the Second Territorial Agreement, this application includes the following supporting documents, which are identified below and are incorporated herein by reference:

- a. A diagram showing the location of the structures to be served (Appendix 5);
- b. Affidavits by representatives of Cooperative and Company that explain and justify the changes contained in Addendum No. 2 (Appendices 6 and 7, respectively); and

c. An affidavit from the Taylors that shows (i) that they received notice that the electric service proposed to be provided represents an exception to the territorial agreements previously approved by the Commission, and (ii) that they consent to be served by Company (Appendix 8).

15. As also required by the Second Territorial Agreement and the Commission's order approving that agreement, Applicants will, on the filing date of this application, serve a copy of the application on the Secretary of the Commission, the Office of the Public Counsel, and the Chief Staff Counsel, on behalf of the Commission Staff. Service of the application on these parties constitutes notice that the Applicants have entered into Addendum No. 2 and have requested the Commission to approve that agreement. The Commission Staff and the Office of the Public Counsel then have forty-five (45) days from the date they receive notice to oppose Addendum No. 2. If either of those parties fails to file a pleading expressing its opposition to Addendum No. 2 within that time, each such party will be deemed to have consented to approval of Addendum No. 2 by the Commission.

WHEREFORE, for all the reasons stated in this application, the Applicants, having shown that allowing Company to provide service to the Taylors is in the best interests of the customer and the Applicants and also is in the public interest, and having also provided notice of Addendum No. 2 in the manner prescribed in the Second Territorial Agreement and the *Report and Order* approving that agreement, the Applicants respectfully request the Commission to issue an order that:

- (i) Approves Addendum No. 2;
- (ii) Authorizes Company to provide electric service to the Taylors, as set forth in Addendum No. 2;

(iii) Authorizes the Applicants to do such other acts and things, including making, executing, and delivering any and all documents that may be necessary, advisable, or proper to consummate the agreements reflected in Addendum No. 2 and implement the authority granted by the Commission in this case; and

(iv) Grants such other relief as the Commission deems appropriate under the circumstances.

Respectfully submitted,

By:   
L. Russell Mitten MO Bar #27881  
Brydon, Swearengen & England, P.C.  
312 East Capitol Avenue  
P.O. Box 456  
Jefferson City, MO 65102  
(573) 635-7166 (telephone)  
(573) 634-7431 (facsimile)  
[rmitten@brydonlaw.com](mailto:rmitten@brydonlaw.com)

Wendy Tatro MO Bar #60261  
Associate General Counsel  
Ameren Missouri  
1901 Chouteau Ave.  
P. O. Box 149 (MC 1310)  
St. Louis, MO 63166  
(314) 554-3483 (telephone)  
(314) 554-4014 (facsimile)  
[AmerenMOService@ameren.com](mailto:AmerenMOService@ameren.com)

**ATTORNEYS FOR APPLICANTS  
UNION ELECTRIC COMPANY d/b/a  
AMEREN MISSOURI AND CUIVRE  
RIVER ELECTRIC COOPERATIVE**

STATE OF MISSOURI )  
 ) ss  
COUNTY OF ST. LOUIS )

He further says that he has full authority to: (a) enter into the "Case-By-Case Addendum No. 2 to the Territorial Agreement Between Union Electric Company d/b/a Ameren Missouri and Cuivre River Electric Cooperative" dated on or about September 13, 2011, and (b) to file this application.

BY: David N. Wakeman  
David N. Wakeman

Becki J. Eaves  
Notary Public

**BECKIE J. EAVES**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis City  
My Commission Expires: February 21, 2014  
Commission Number: 10938572

STATE OF MISSOURI )  
 ) ss  
COUNTY OF LINCOLN )

He further says that he has full authority to: (a) enter into the "Case-By-Case Addendum No. 2 to the Territorial Agreement Between Union Electric Company d/b/a Ameren Missouri and Cuivre River Electric Cooperative" dated on or about September 13, 2011, and (b) to file this application.

BY: Dan L. Brown  
Dan L. Brown

R. Marie Lewis  
Notary Public

**R. MARIE LEWIS**  
**Notary Public - Notary Seal**  
**State of Missouri, Lincoln County**  
**Commission # 11551235**  
**My Commission Expires Mar 18, 2015**

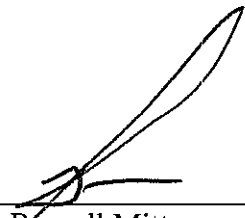
### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing application has been served on the following parties, via electronic mail, on this 27<sup>th</sup> day of September, 2011.

Steven Reed  
Executive Secretary and General Counsel  
Missouri Public Service Commission  
Governor Office Building  
200 Madison Street – Suite 100  
Jefferson City, Missouri 65101  
GenCounsel@psc.mo.gov

Lewis Mills  
Public Counsel  
Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, Missouri 65102  
opcservice@ded.mo.gov

Kevin Thompson  
Chief Staff Counsel  
Missouri Public Service Commission  
Governor Office Building  
200 Madison Street – Suite 100  
Jefferson City, Missouri 65101  
Kevin.Thompson@psc.mo.gov

  
\_\_\_\_\_  
L. Russell Mitten

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

**CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

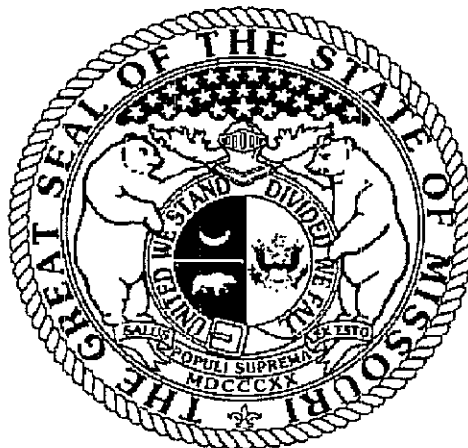
**CUIVRE RIVER ELECTRIC COOPERATIVE, INC.  
Q00063889**

was created under the laws of this State on the 11th day of March, 1941, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 14th day of September, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



Certification Number: 14173858-1    Reference:  
Verify this certificate online at <https://www.sos.mo.gov/businessentity/soskb/verify.asp>

**PENDING CASES – AMEREN MISSOURI****Pending Ameren Electric Cases**

AW-2011-0252  
 AX-2011-0094  
 EC-2011-0326  
 EC-2011-0420  
 EC-2012-0050  
 EO-2006-0098  
 EO-2008-0216  
 EO-2011-0128  
 EO-2011-0271  
 EO-2011-0275  
 EO-2011-0391  
 EO-2012-0051  
 EO-2012-0070  
 ER-2010-0355  
 ER-2011-0317  
 ER-2012-0024  
 ER-2012-0028  
 ER-2012-0029  
 ET-2012-0011  
 ET-2012-0016  
 EW-2009-0290  
 EW-2009-0291  
 EW-2009-0292  
 EW-2010-0187  
 EW-2010-0136  
 EW-2011-0139  
 EO-2012-0085

**Pending Ameren Gas Cases**

GR-2008-0366  
 GR-2009-0337  
 GR-2010-0180  
 GT-2011-0410  
 GW-2010-0120

**Appellate Cases**

SD30865 currently pending  
in Missouri Court Appeals, SD

10AC-CC00474 currently  
pending Circuit Court Cole  
County

WD74172 currently pending  
Missouri Court Appeals, WD

11AC-CC00336 currently  
pending Circuit Court Cole  
County

11AC-CC00236 currently  
pending Circuit Court Cole  
County

11AC-CC00278 currently  
pending Circuit Court Cole  
County

10AC-CC00536 currently  
pending Circuit Court Cole  
County

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

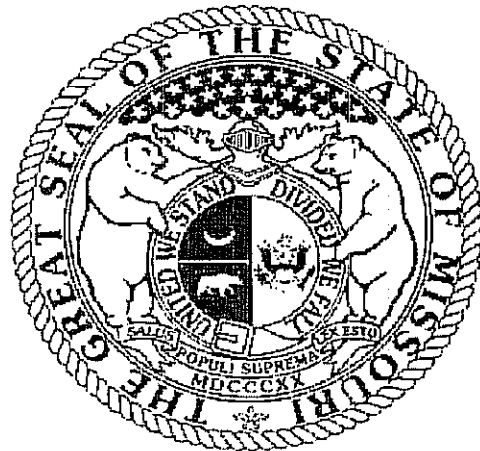
UNION ELECTRIC COMPANY  
00040441

was created under the laws of this State on the 21st day of November, 1922, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 15th day of September, 2011

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



Certification Number: 14175415-1 Reference:

Verify this certificate online at <https://www.sos.mo.gov/businessentity/soskb/verify.asp>

**CASE-BY-CASE ADDENDUM NO. 2**  
**TO THE**  
**TERRITORIAL AGREEMENT**

**Between**

**UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI**

**and**

**CUIVRE RIVER ELECTRIC COOPERATIVE**

This Addendum to the First Territorial Agreement ("Addendum") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between UNION ELECTRIC COMPANY, D/B/A AMEREN MISSOURI (hereinafter "Company") and CUIVRE RIVER ELECTRIC COOPERATIVE (hereinafter "Cooperative"), hereinafter referred to collectively as "Parties".

WITNESSETH:

WHEREAS, the Parties have entered into a Territorial Agreement dated on or about October 30, 1992 ("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 March 5, 1993 in Case No. EO-93-166; and

WHEREAS, the Parties have entered into a Second Territorial Agreement dated on or about May 23, 2002 ("Second Territorial Agreement"), which establishes exclusive service areas for each Party;

WHEREAS, Article 10 of the Second Territorial Agreement permits the Parties to agree on a case-by-case basis by an Addendum to the Second 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, Larry and Peggy Taylor ("the Taylors") have requested electric service to a residence and shop building ("new structures"), all of which are on property owned by the Taylors and are located on Carter Road near Moscow Mills, Missouri (Township 48N, Range 1E, Section 22, Moscow Mills, Missouri), a location within the designated exclusive service territory of Cooperative;

WHEREAS, Company has facilities physically closer than those of Cooperative to the future location of the Taylors' new structures;<sup>1</sup>

WHEREAS, Company is willing to provide electric service to the Taylors' new structures; and

WHEREAS, the Taylors are agreeable to having Company provide electric service to this structure; and

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<sup>1</sup> Cooperative's facilities are about 1,000 feet from the proposed entrance to the property, while Company's facilities are already at the proposed entrance to the property. The Cooperative would need to overbuild Company's existing overhead distribution system to provide service to Customer which would not be in the public interest.

WHEREAS, The Cooperative, Company and the Taylors all agree that the most economical and feasible solution would be to allow the Company to provide service to the Taylors; as it will require only a minimal extension of existing facilities versus the duplication of electric service facilities, if Cooperative 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 Company providing electric service to the Taylors new residence and shop building through the case-by-case addendum procedure contained in Article 10 of the Second Territorial Agreement. From and after the effective date of this amendment Company shall have the exclusive right to furnish electric service to the new metal building and trailer, notwithstanding the fact that the new metal building and trailer are located within the boundaries of Cooperative's exclusive service area as described in the Territorial Agreement.
2. **Modifications to the Territorial Agreement** – The exclusive service areas of the Parties, as described in the Territorial Agreement and Second Territorial Agreement, and the other terms and conditions of the Territorial Agreement and Second Territorial Agreement are not modified by this Addendum. In construing this Addendum, its terms shall be interpreted in light of the Territorial Agreement and Second Territorial Agreement, including, but not limited to, the definitions, principles, and procedures set forth therein.
3. **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. Company 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.

4. **Effective Date** – In accordance with the terms of the Territorial Agreement and Second 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.

5. **Temporary Service** - The Parties agree that Company is authorized to commence providing temporary electrical service to the New Residence 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 Cooperative'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.

6. **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.

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

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

9. **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 Company 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.

10. **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.

CUIVRE RIVER ELECTRIC COOPERATIVE

By: William L. Brown  
Position: GM/CEO

ATTEST: Susan Dollins  
Mgr. Finance & Accounting / Asst. Treasurer

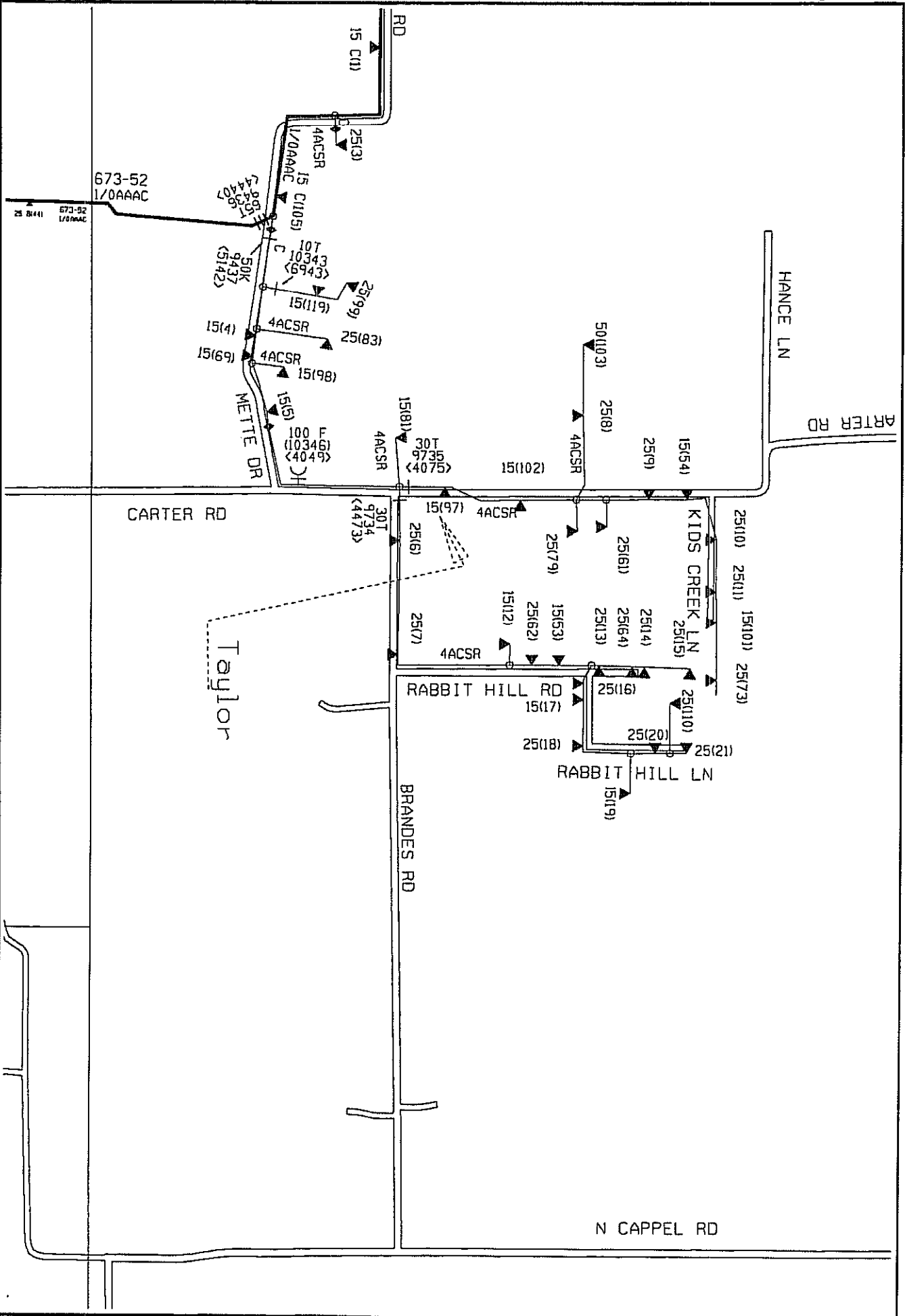
Dated: 8-26-11

UNION ELECTRIC COMPANY

By: David N. Wakeman  
Position V.P. ENERGY DELIVERY  
Ameren Missouri

ATTEST: Wendy [Signature]

Dated: 9/13/11



## NOTES

**Larry and Peggy Taylor**

2460 Carter Road

**Moscow Mills, Missouri**

**DRAWING**

**Larry and Peggy Taylor**

DATE \_\_\_\_\_

06/21/20

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

In the matter of the Application of Union	)	
Electric Company d/b/a Ameren Missouri and	)	Case No. EO-2011-_____
Cuivre River Electric Cooperative for Approval	)	
Of a Written Territorial Agreement	)	

**AFFIDAVIT OF DAN L. BROWN**

I, Dan L. Brown, being duly sworn upon my oath, do hereby certify that:

1. I am the CEO/General Manager of Cuivre River Electric Cooperative (the "Cooperative").
2. I have received a request from Larry and Peggy Taylor ("the Taylors"), for electric service for a new residence and shop building on Carter Road near Moscow Mills, Missouri.
3. These structures are currently within an area assigned to the Cooperative pursuant to a Public Service Commission approved territorial agreement between Union Electric Company d/b/a Ameren Missouri (the "Company") and the Cooperative.
4. The Taylor's property is located in the middle of the Company's distribution system and extending the Cooperative's facilities would not be in the public interest.
5. After looking at the request, it was determined that the Company could serve the Taylors in a more economical manner than the Cooperative could.
6. The Company, the Cooperative and the Taylors all agree that the most economical and feasible solution would be to allow the Company to provide service to the Taylors, and that such exception to the territorial agreement would be in the public interest.

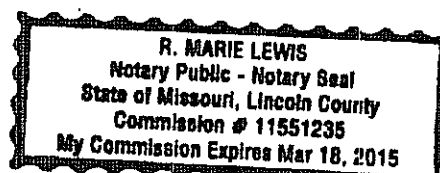
  
 Dan L. Brown, CEO/General Manager  
 Cuivre River Electric Cooperative

STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF Lincoln     )

Subscribed and sworn to before me this 25<sup>th</sup> day of August, 2011.

R. Marie Lewis  
Notary Public

My Commission Expires: March 18, 2015



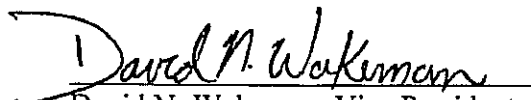
**BEFORE THE PUBLIC SERVICE COMMISSION**  
**OF THE STATE OF MISSOURI**

In the matter of the Application of Union	)	
Electric Company d/b/a Ameren Missouri and	)	Case No. EO-2012-_____
Cuivre River Electric Cooperative for Approval	)	
Of a Written Territorial Agreement	)	

**AFFIDAVIT OF DAVID N. WAKEMAN**

I, David N. Wakeman, being duly sworn upon my oath, do hereby certify that:

1. I am the Vice President of Energy Delivery –Distribution Services of Union Electric Company d/b/a Ameren Missouri (the “Company”).
2. I have received a request from Larry and Peggy Taylor (“the Taylors”), for electric service for a new residence and shop building on Carter Road near Moscow Mills, Missouri.
3. These structures are currently within an area assigned to Cuivre River Electric Cooperative (the “Cooperative”) pursuant to a Public Service Commission approved territorial agreement between the Company and the Cooperative.
4. The Taylor’s property is located in the middle of the Company’s distribution system and extending the Cooperative’s facilities would not be in the public interest.
5. After looking at the request, it was determined that the Company could serve the Taylors in a more economical manner than the Cooperative could.
6. The Company, the Cooperative and the Taylors all agree that the most economical and feasible solution would be to allow the Company to provide service to the Taylors, and that such exception to the territorial agreement would be in the public interest.

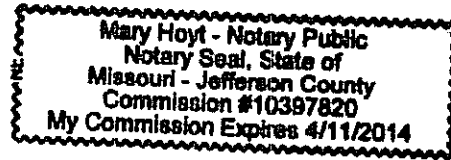
  
 David N. Wakeman, Vice President of  
 Energy Delivery –Distribution Services

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

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 2011.

Mary Hoyt  
Notary Public

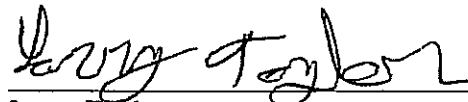
My Commission Expires: 4-11-2014




**AFFIDAVIT**

We, Larry and Peggy Taylor, being duly sworn upon our oath, do hereby certify that:

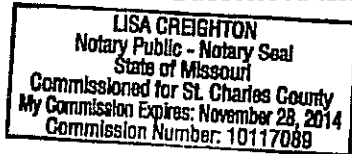
1. We are the owners of property located on Carter Road near Moscow Mills, MO and are requesting electric service for a residence and shop building on this property.
2. This structure is currently within an area assigned to Cuivre River Electric Cooperative pursuant to a Public Service Commission approved territorial agreement between Ameren Missouri and Cuivre River Electric Cooperative.
3. Ameren Missouri has facilities physically closer than those of Cuivre River Electric Cooperative to the future location of the Taylors' new structures.
4. After looking at the request, it was determined that it would require only a minimal extension of existing facilities for Ameren Missouri to provide service versus the duplication of electric service facilities if Cuivre River Electric Cooperative were to extend its distribution lines.
5. Ameren Missouri, Cuivre River Electric Cooperative and the Taylors all agree that the most economical and feasible solution would be to allow Ameren Missouri to provide service to the Taylors, and that such exception to the territorial agreement would be in the public interest.

  
Larry Taylor

  
Peggy Taylor

STATE OF MISSOURI     )  
  ) ss.  
CITY OF Lake St. Louis )

Subscribed and sworn to before me this 10<sup>th</sup> day of September, 2011.



Lisa Creighton  
Notary Public

My Commission Expires: 11-28-2014