

FILED

OCT 13 1998

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

Missouri Public
Service Commission

In the Matter of the Application of Union Electric)
Company d/b/a AmerenUE and Crawford Electric)
Cooperative, Inc. for Approval of a Written Territorial)
Agreement, Designating the Boundaries of Each)
Electric Service Supplier within Washington County,)
Missouri.)

Case No. E0-99-146

JOINT APPLICATION

COMES NOW, Union Electric Company d/b/a AmerenUE ("AmerenUE") and Crawford Electric Cooperative, Inc. ("Cooperative"), 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 approving Applicants' Territorial Agreement (the "Territorial Agreement"), respectfully state as follows:

1. **The Applicants** - AmerenUE is a corporation organized and existing under the laws 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 Washington County.

Cooperative is a corporation organized and existing under the laws of Missouri and has its principal office at P.O. Box 10, Bourbon, Missouri 65441. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within Washington County in Missouri.

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

For AmerenUE

Mr. William B. Bobnar, Esq.
Ameren Services Company
One Ameren Plaza
P.O. Box 149 (MC 1310)
St. Louis, MO 63166-6149
314-554-3148
314-554-4014 (fax)

For Cooperative

Mr. Rodric A. Widger, Esq.
Andereck, Evans, Milne, Peace & Baumhoer, L.L.C.
1111 S. Glenstone
P. O. Box 4929
Springfield, MO 65808-4929
417-864-6401
417-864-4967 (fax)

Mr. Ken Schmidt
District Manager
AmerenUE
1310 E. Independence Drive
Union, MO 63084

Mr. Larry Austin
Manager
Crawford Electric Cooperative, Inc.
P.O. Box 10
Bourbon, MO 65441

3. **The Territorial Agreement** - Subject to the terms and conditions of the Territorial Agreement, Applicants have specifically designated the boundaries of the exclusive electric service area of each electric service supplier for service of new structures in Washington County, which are more particularly described in the Territorial Agreement. Applicants have attached a copy of the 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 and are incorporated by reference into this Application and made a part hereof for all purposes.

The Territorial Agreement only establishes exclusive service territories for the Applicants; it does not require transfer of any facilities or customers between the Applicants. The Territorial Agreement also does not impact in any way the existing territorial agreement between the parties designating the boundaries of each electric service suppliers with Jefferson, Crawford,

Franklin, and Gasconade Counties in Missouri, which was approved by the Commission by Report and Order in Case No. EO-91-204 on August 16, 1991 and Supplemental Order of September 20, 1991.

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

5. **Articles of Incorporation** - A certified copy 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). Said documents are incorporated herein by reference and made a part hereof for all purposes.

A certified copy of Cooperative's Articles of Incorporation and Certificate of Incorporation from the Secretary of State are attached hereto as Exhibit C.

6. **Authority to Serve in Proposed Areas** - AmerenUE has a certificate of public convenience and necessity for the entire area it proposes to serve. Cooperative has statutory authority in the areas it proposes to serve.

7. **Illustrative Tariffs** - 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. For the convenience of the AmerenUE and Commission Staff, the Missouri Service Area for Washington County, as shown in the Illustrative Tariffs, has been revised to conform to the Territorial Agreement boundary for the Company. Nevertheless, the Company will continue to serve customers and have facilities located in the exclusive service area of the Cooperative after the Effective Date of

the Agreement. Therefore, the Illustrative Tariffs include a note which reflects AmerenUE's right to serve customers, pursuant to the terms of the Agreement. Because AmerenUE has a Certificate of Convenience and Necessity for the entire area it proposes to serve, it is not requesting any additions to said Certificate.

8. **Other Electric Suppliers** - Citizens' Electric Cooperative and Black River Electric Cooperative are the only other electric suppliers which serve in and near the territory covered by the Territorial Agreement. There are no municipal electric suppliers in the area covered by the Territorial Agreement.

9. **Other Findings and Orders Required by the Commission** - In addition to approving the Territorial Agreement and granting the Certificate for AmerenUE, AmerenUE and Cooperative will require the Commission to issue either findings or orders on the following matters:

A. AmerenUE will still have occasion to construct, operate and maintain facilities in the exclusive service area of Cooperative as described in the Territorial Agreement. Also, AmerenUE will also continue to have service responsibilities beyond the boundaries of the Territorial Agreement unaffected by its terms. In general, AmerenUE will need the authority to construct, operate and maintain facilities throughout the exclusive service area of Cooperative as described by the Territorial Agreement. In particular, AmerenUE requires a finding of the Commission that the Territorial Agreement will not impair AmerenUE's existing certificates of public convenience and necessity, except as specifically limited by the Agreement.

B. AmerenUE requires a finding that the Illustrated Tariffs attached hereto as

Exhibit D are acceptable in format and substance and are in the public interest and are approved. In addition, the Commission Order approving the Territorial Agreement should require AmerenUE, within 30 days of issuance of an Order approving the Territorial Agreement, to file revised tariff sheets consistent with the Illustrated Tariffs.

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 two electric suppliers. There is some 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, guard economic efficiencies and benefit the public safety and aesthetics of the community.

Each electric supplier will be able to focus its efforts on efficiently utilizing its resources to better serve its customers. Both suppliers' system planning ability will be improved. Each supplier can better plan substation and feeder locations and sizes, given the fact that they will be serving all the new customers in their exclusive service area. Therefore, the Territorial Agreement will improve both suppliers' system planning ability and all facilities will be utilized to their fullest based on the load in each respective service area.

The resulting service territories will also be exclusive for future customers, relative to AmerenUE and the Cooperative, which will benefit the public. This Agreement will also allow existing and future customers to know with certainty the supplier of their electric service and who to call for service and service issues.

11. **Fees** - The Commission's fee required by 4 CSR 240-21.010 is submitted herewith.

WHEREFORE, Applicants respectfully request that the Public Service Commission of Missouri issue its Order:

A. finding the designated electric service areas not to be 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 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 Company's changes to its Tariffs as illustrated in Exhibit D.

AMEREN SERVICES COMPANY

By William B. Bobnar

William B. Bobnar, Esq.
MBEN 38966
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)

ATTORNEY FOR UNION
ELECTRIC COMPANY
d/b/a AmerenUE

ANDERECK, EVANS, MILNE, PEACE
& BAUMHOER

By Rodric A. Widger

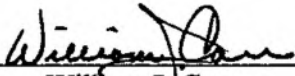
Rodric A. Widger, Esq.
MBEN 31458
Andereck, Evans, Milne, Peace &
Baumhoer, L.L.C.
1111 S. Glenstone
P. O. Box 4929
Springfield, MO 65808-4929
417-864-6401
417-864-4967 (fax)

ATTORNEY FOR CRAWFORD
ELECTRIC COOPERATIVE, INC.

VERIFICATION

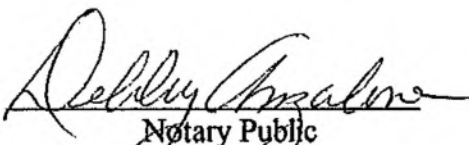
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 24th day of Sept., 1998, I, William J. Carr, a Vice President of Union Electric Company d/b/a AmerenUE, being duly sworn upon my oath, state that I have read the foregoing document "*Joint Application of AmerenUE and Crawford Electric Cooperative, Inc. for Approval of a Territorial Agreement*," 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.




William J. Carr

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



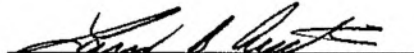
Notary Public

 **DEBBY ANZALONE**
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 18, 2002

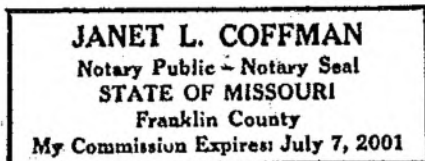
VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF WASHINGTON)

On this 7th day of October, 1998, I, Larry Austin, Manager of Crawford Electric Cooperative, being duly sworn upon my oath, state that I have read the foregoing document "*Joint Application of AmerenUE and Crawford Electric Cooperative, Inc. for Approval of a Territorial Agreement*," 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 Crawford Electric Cooperative.


Larry Austin

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



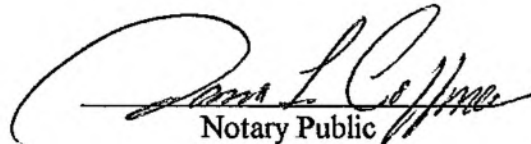

Notary Public

EXHIBIT A

Territorial Agreement between Union Electric Company d/b/a AmerenUE and Crawford Electric Cooperative, Inc.

SECOND TERRITORIAL AGREEMENT

between

UNION ELECTRIC COMPANY

d/b/a AmerenUE

and

CRAWFORD ELECTRIC COOPERATIVE, INC.

SECOND TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between UNION ELECTRIC COMPANY d/b/a AMERENUE and CRAWFORD ELECTRIC COOPERATIVE, INC. on the 7th day of October, 1998.

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including portions of Washington County;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including portions of Washington County;
- C. Section 394.312 RSMo. authorizes electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. Company and Cooperative have entered into the First Territorial Agreement, which establishes their respective service area responsibilities between the parties in Crawford, Franklin, Gasconade, and Jefferson Counties;
- E. The First Territorial Agreement has been approved by the Commission in Case No. EO-91-204, by Report and Order of August 16, 1991, and Supplemental Order of September 20, 1991;
- F. All transfers of facilities and customers required by the First Territorial Agreement have been completed by the parties, including any transfers in Washington County;
- G. The First Territorial Agreement does not provide for exclusive service areas of the parties in Washington County; and
- H. Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Washington County,

Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- 1.1 **Agreement** shall mean this document, including any appendices or exhibits hereto. The expressions "herein," "hereto," "hereunder," "hereof," and other similar expressions refer to this Agreement as so defined and to any relevant article, section, subsection, or other subdivision so designated.
- 1.2 **Company** shall mean Union Electric Company d/b/a AmerenUE, a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in St. Louis, Missouri.
- 1.3 **Commission** shall mean the Missouri Public Service Commission.
- 1.4 **Cooperative** shall mean Crawford Electric Cooperative, a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in Bourbon, Missouri.

- 1.5 **Customer** shall mean any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the state or federal government, or any other legal entity which has requested or is receiving electric service. Any customer who has requested or is receiving electric service at one structure shall be a new and different customer at each structure at which electric service has been requested.
- 1.6 **Existing Structure** shall mean any Structure which receives electric energy from either Party prior to the effective date of this Agreement. "Existing Structure" shall also mean any replacement of an existing structure, if the existing structure is totally removed and replaced by a structure used for the same Purpose as the previously existing structure.
- 1.7 **First Territorial Agreement** shall mean the Territorial Agreement dated April 25, 1991, which establishes exclusive service areas between the parties in Crawford, Franklin, Gasconade, and Jefferson Counties, that has been approved by the Commission in Case No. EO-91-204, by Report and Order of August 16, 1991, and Supplemental Order of September 20, 1991.
- 1.8 **New Structure** shall mean any Structure which did not receive electric energy from either Party prior to the effective date of this Agreement. "New Structure" shall also mean any replacement of a previously existing structure that does not satisfy the definition of Existing Structure set forth herein.
- 1.9 **Purpose** shall mean one of the following categories when used in defining a Structure -- agricultural, residential, commercial, industrial, or other.
- 1.10 **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus, at which retail electric energy is being delivered through a metering device. A

"Structure" shall also include any repairs to, any contiguous addition to, or expansion of a particular structure. "Structure" shall not include a metering device or customer-owned meter wiring.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

Each party shall be entitled to continue serving those Existing Structures it was serving as of the date of this Agreement, wherever those Structures are located. Unless the parties agree in writing otherwise, prior to the Effective Date of this Agreement, a New Structure shall be served by the party in whose exclusive service area, described in Articles 3 and 4 of this Agreement, the New Structure is located. After the Effective Date, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective exclusive service area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures for use within the exclusive service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COMPANY

The exclusive service area of Company under this Agreement shall be that portion of Washington County as is described in Exhibit 1 and as shown on the map marked Exhibit 2. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. The Company may serve within municipalities that are located in the Company's exclusive service area, pursuant to this Agreement.

ARTICLE 4.
EXCLUSIVE SERVICE AREA OF COOPERATIVE

The exclusive service area of Cooperative under this Agreement shall be that portion of Washington County outside the Company's territory under this Agreement and as illustrated by the line as shown on the map marked Exhibit 2. The Cooperative may serve within municipalities that are located in the Cooperative's exclusive service area, pursuant to this Agreement

ARTICLE 5.
LOCATION OF A STRUCTURE

- 5.1 The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.
- 5.2 The first owner of a New Structure who requests and receives electric service at said Structure, which is located on or crossed by any mutual boundary line as described in Articles 3 and 4 which define the exclusive service areas of the parties, shall be permitted to choose either party for permanent electric service, provided that the customer's meter is installed within that party's service area. Thereafter, that party shall exclusively serve that Structure.

ARTICLE 6.
CASE-BY-CASE EXCEPTION PROCEDURE

- 6.1 The parties may agree, on a case-by-case basis by an Addendum hereto, to allow a Structure to receive service from one party, although the Structure is located in the exclusive service area of the other party.
- 6.2 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.

- 6.3 Each Addendum shall consist of a notarized statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.
- 6.4 Each Addendum shall be accompanied by a notarized 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 electric service provider as contemplated by the Addendum.
- 6.5 If the Staff or Office of 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 Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.
- 6.6 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.

ARTICLE 7.
EFFECTIVE DATE, TERM, AND CONDITIONS

- 7.1 **Effective Date.** The Effective Date of this Agreement shall be the effective date of the Order issued by the Commission, pursuant to RSMo. Section 394.312, approving this Agreement
- 7.2 **Term of Agreement.** The term of this Agreement shall be perpetual.
- 7.3 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than one (1) year from the date of execution of this Agreement, unless such condition is waived, extended or modified by agreement, in writing, signed by an officer of each party hereto:
- A. all required approvals of the Cooperative's Board of Directors;
 - B. approval of the transaction by the Commission; and
 - C. approval by the Commission of Company's modifications to its Certificate of Public Convenience and Necessity to own, operate and maintain the electric transmission and distribution facilities, pursuant to this Agreement, if required.

ARTICLE 8.
TERMINATION

- 8.1 **Termination Events.** Either party may cancel this Agreement, prior to Commission approval, for any reason, by giving the other party written notice.
- 8.2 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein, each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no

party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages. Except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE 9.

NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respect if given in writing and delivered in person, by telecopy with receipt confirmed, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Cooperative: CRAWFORD ELECTRIC COOPERATIVE, INC.
P.O. Box 10
Bourbon, Missouri 65441
Attention: Larry Austin
Phone: 573-732-4415
Telecopy: 573-732-5409

If to Company: AMERENUE
One Ameren Plaza
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attention: William J. Carr
Phone: 314-554-3990
Telecopy: 314-554-6454

or to such other address as such party may have given to the other by notice, pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

ARTICLE 10.
TRANSMISSION AND DISTRIBUTION FACILITIES

This Agreement shall in no way affect either party's right to construct such electric distribution and transmission facilities within the designated exclusive electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers, not inconsistent with the terms of this Agreement, and as otherwise allowed by law.

ARTICLE 11.
MISCELLANEOUS

11.1 **Assignment.** This Agreement shall be binding on the parties and all subsidiaries, successors, and assigns of Company and Cooperative. Neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission. Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit stating that it consents to the Assignment for inclusion in such application.

11.2 **Governing Law/Alternative Dispute Resolution.** This Agreement shall be governed by, construed, and enforced in accordance with, and its

validity shall be determined under, the laws of the State of Missouri. In the event of a dispute, the parties, prior to instituting any litigation or a Commission proceeding, shall consider Alternative Dispute Resolution procedures, such as mediation, arbitration or a mini-trial. If either party believes the dispute is not suitable to such procedures or is not satisfied with the results thereof, then that party may proceed with litigation or a Commission proceeding.

- 11.3 Effect of This Agreement on Existing Territorial Agreement.** The parties have entered into a First Territorial Agreement, which establishes their respective service area responsibilities between the parties in Crawford, Franklin, Gasconade, and Jefferson Counties. The First Territorial Agreement has been approved by the Commission in Case No. EO-91-204. This Agreement has no impact whatsoever on the First Territorial Agreement. Notwithstanding the foregoing, this Agreement is a complete contract and contains the entire agreement between the parties relating to exclusive service area boundary in Washington County contained herein. All prior communications or agreements with respect to the subject matter of this Agreement, whether written or oral, are hereby superseded, abrogated, and withdrawn.
- 11.4 Amendments.** No modification, amendment, deletion, or other change in this Agreement or the boundaries described in the Agreement shall be effective for any purpose unless specifically set forth in writing, signed by both parties, and approved by the Commission.
- 11.5 Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.

- 11.6 Joint Application and Impact of Commission or Court Orders.** Each party will cooperate in presenting a joint application showing such transfer to be in the public interest. The filing fee for this application, pursuant to 4 CSR 240-21.010, shall be split between the parties. If the Commission does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.
- 11.7 No Waiver.** Any failure to require strict performance of this Agreement by either party shall not release the other party from any obligation under this Agreement, nor shall it be deemed a waiver of any right under this Agreement.
- 11.8 Company's Service Territory Outside This Agreement.** Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement.
- 11.9 Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement.
- 11.10 Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with, or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.

11.11 **Entire Agreement.** This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein.

The parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

UNION ELECTRIC COMPANY

d/b/a AMERENUE

By: William J. Carr
Name: William J. Carr
Title: Vice President

ATTEST:

By: J. H. Waters
Title: ASST. SECRETARY

CRAWFORD ELECTRIC

COOPERATIVE, INC.

By: James D. Cottrell
Name: JAMES D. COTTRELL
Title: President

ATTEST:

By: Sam I. Co.
Title: Assistant Secretary

Exhibit 1

**Metes and Bounds Description
of the Exclusive Service Territory of
AmerenUE in Washington County**

EXHIBIT 1

Metes and Bounds Description, Union Electric Company within Washington County, Missouri.

Starting at the southwest corner of Washington County, the territory boundary line proceeds north along the Crawford/Washington County line to the north section line of Section 1 in Township 36N, Range 2W.

At the north section line of Section 1 in Township 36N, Range 2W and the Crawford/Washington County line, the territory boundary line travels east along the north section line of Section 1 in Township 36N, Range 2W and Sections 6, 5, 4, and 3 of Township 36N, Range 1W to the northeast corner of Section 3 in Township 36N, Range 1W.

At the northeast corner of Section 3 in Township 36N, Range 1W, the line goes south along the east section line of Section 3 in Township 36N, Range 1W to the southeast corner of this section.

At the southeast corner of Section 3 in Township 36N, Range 1W, the line goes east along the north section line of Sections 11 and 12 in Township 36N, Range 1W to the northeast corner of Section 12 in Township 36N, Range 1W.

At the northeast corner of Section 12 in Township 36N, Range 1W, the line proceeds south along the east section line of Section 12 in Township 36N, Range 1W to the north section line of the Southwest Quarter of Section 7 in Township 36N, Range 1E.

At the northwest corner of the Southwest Quarter of Section 7 in Township 36N, Range 1E, the line travels east along the north section line of the Southwest and Southeast Quarters of Sections 7, 8, and 9 and the Southwest Quarter of Section 10 in Township 36N, Range 1E to the northwest corner of the Southeast Quarter in Section 10 of Township 36N, Range 1E.

At the northwest corner of the Southeast Quarter in Section 10 of Township 36N, Range 1E, the line goes north along the west section line of the Northeast Quarter of Section 10 and the Southeast and Northeast Quarters of Section 3 in Township 36N, Range 1E to the northwest corner of the Northeast Quarter of Section 3 in Township 36N, Range 1E.

At the northwest corner of the Northeast Quarter of Section 3 in Township 36N, Range 1E, the line proceeds west along the south section line of Section 34 in Township 37N, Range 1E to the southwest corner of Section 34 in Township 37N, Range 1E.

At the southwest corner of Section 34 in Township 37N, Range 1E, the line travels north along the west section line of Sections 34 and 27 in Township 37N, Range 1E to the northwest corner of Section 27 in Township 37N, Range 1E.

At the northwest corner of Section 27 in Township 37N, Range 1E, the line goes west along the south section line of Section 21 in Township 37N, Range 1E to the southwest corner of the Southeast Quarter of the Southwest Quarter in Section 21 of Township 37N, Range 1E.

At the southwest corner of the Southeast Quarter of the Southwest Quarter in Section 21 of Township 37N, Range 1E, the line proceeds north along the west section line of the Southeast Quarter of the Southwest Quarter in Section 21 of Township 37N, Range 1E to the northwest corner of the Southeast Quarter of the Southwest Quarter in Section 21 of Township 37N, Range 1E.

At the northwest corner of the Southeast Quarter of the Southwest Quarter in Section 21 of Township 37N, Range 1E, the line goes west along north section line of the Southwest Quarter of the Southwest Quarter of Section 21 and the Southeast and Southwest Quarters of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 20 in Township 37N, Range 1E to the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 20 in Township 37N, Range 1E.

At the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 20 in Township 37N, Range 1E, the line travels north along the west section line of the Northeast Quarter of the Southwest Quarter and the Southeast and Northeast Quarters of the Northwest Quarter of Section 20 in Township 37N, Range 1E and the Southeast and Northeast Quarters of the Southwest and Northwest Quarters of Section 17 in Township 37N, Range 1E to the northwest corner of the Northeast Quarter of the Northwest Quarter of Section 17 in Township 37N, Range 1E.

At the northwest corner of the Northeast Quarter of the Northwest Quarter of Section 17 in Township 37N, Range 1E, the line proceeds west along the north section of Sections 17 and 18 in Township 37N, Range 1E and the south section line of Section 12 in Township 37N, Range 1W to the southwest corner of Section 12 in Township 37N, Range 1W.

At the southwest corner of Section 12 in Township 37N, Range 1W, the line proceeds north along the west section line of Sections 12 and 1 in Township 37N, Range 1W and Sections 36 and 25 in Township 38N, Range 1W to the northwest corner of Section 25 in Township 38N, Range 1W.

At the northwest corner of Section 25 in Township 38N, Range 1W, the line goes east along the north section line of Section 25 in Township 38N, Range 1W and Sections 30 and 29 in Township 38N, Range 1E to the northeast corner of Section 29 in Township 38N, Range 1E.

At the northeast corner of Section 29 in Township 38N, Range 1E, the line travels north along the west section line of Sections 21, 16, and 9 in Township 38N, Range 1E to the northwest corner of Section 9 in Township 38N, Range 1E.

At the northwest corner of Section 9 in Township 38N, Range 1E, the line proceeds east along the north section line of Section 9 to the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 4 in Township 38N, Range 1E.

At the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 4 in Township 38N, Range 1E, the line travels north along the west section line of the Southeast and Northeast Quarters of the Southeast and Northeast Quarters of Section 4 to the northwest corner of the Northeast Quarter of the Northeast Quarter of Section 4 in Township 38N, Range 1E.

At the northwest corner of the Northeast Quarter of the Northeast Quarter of Section 4 in Township 38N, Range 1E, the line proceeds east along the north section line of Section 4 in Township 38N, Range 1E to the northeast corner of Section 4 in Township 38N, Range 1E.

At the northeast corner of Section 4 in Township 38N, Range 1E, the line goes north along the west section line of Section 34 in Township 39N, Range 1E to the northwest corner of Section 34 in Township 39N, Range 1E.

At the northwest corner of Section 34 in Township 39N, Range 1E, the line goes east along the north section line of Section 34 in Township 39N, Range 1E to the northeast corner of Section 34 in Township 39N, Range 1E.

At the northeast corner of Section 34 in Township 39N, Range 1E, the line goes north along the west section line of Sections 26, 23, and 14 in Township 39N, Range 1E to the northwest corner of Section 14 in Township 39N, Range 1E.

At the northwest corner of Section 14 in Township 39N, Range 1E, the line goes east along the north section line of Sections 14 and 13 in Township 39N, Range 1E to the northeast corner of Section 13 in Township 39N, Range 1E.

At the northeast corner of Section 13 in Township 39N, Range 1E, the line goes south along the east section line of Sections 13, 24, 25, and 36 in Township 39N, Range 1E to the southeast corner of Section 36 in Township 39N, Range 1E.

At the southeast corner of Section 36 in Township 39N, Range 1E, the line goes east along the north section line of Section 6 in Township 38N, Range 2E to the northeast corner of Section 6 in Township 38N, Range 2E.

At the northeast corner of Section 6 in Township 38N, Range 2E, the line proceeds south along the west section line of Section 5, Township 38N, Range 2E to the southwest corner of the North Half of Section 5 in Township 38N, Range 2E.

At the southwest corner of the North Half of Section 5 in Township 38N, Range 2E, the line travels east along a south section line of the North Half of Sections 5, 4, and 3 in Township 38N, Range 2E to the southeast corner of the North Half of Section 3 in Township 38N, Range 2E.

At the southeast corner of the North Half of Section 3 in Township 38N, Range 2E, the line proceeds north along the east section line of Section 3 in Township 38N, Range 2E and Section 34 in Township 39N, Range 2E to the northeast corner of Section 34 in Township 39N, Range 2E.

At the northeast corner of Section 34 in Township 39N, Range 2E, the line travels east along the south section line of Section 26 in Township 39N, Range 2E to the southeast corner of Section 26 in Township 39N, Range 2E.

At the southeast corner of Section 26 in Township 39N, Range 2E, the line goes north along the east section line of Sections 26 and 23 in Township 39N, Range 2E to the northeast corner of Section 23 in Township 39N, Range 2E.

At the northeast corner of Section 23 in Township 39N, Range 2E, the line proceeds west along the north section line of Section 23 in Township 39N, Range 2E to the northwest corner of Section 23 in Township 39N, Range 2E.

At the northwest corner of Section 23 in Township 39N, Range 2E, the line proceeds north along the east section line of Section 15 in Township 39N, Range 2E to the northeast corner of Section 15 in Township 39N, Range 2E.

At the northeast corner of Section 15 in Township 39N, Range 2E, the line proceeds west along the north section line of Section 15 in Township 39N, Range 2E to the northwest corner of Section 15 in Township 39N, Range 2E.

At the northwest corner of Section 15 in Township 39N, Range 2E, the line proceeds north along the east section line of Section 9 in Township 39N, Range 2E to the northeast corner of the Southeast Quarter of Section 9 in Township 39N, Range 2E.

At the northeast corner of the Southeast Quarter of Section 9 in Township 39N, Range 2E, the line travels west along the north section line of the Southeast and Southwest Quarters of Section 9 in Township 39N, Range 2E to the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 9 in Township 39N, Range 2E.

At the northeast corner of the Northwest Quarter of the Southwest Quarter of Section 9 in Township 39N, Range 2E, the line proceeds north along the east section line of the Southwest and Northwest Quarters of the Northwest Quarter of Section 9 and the Southwest and Northwest Quarters of the Southwest Quarter of Section 4 and the Southwest Quarter of the Northwest Quarter of Section 4 in Township 39N, Range 2E to a point on the center line of Little Indian Creek.

At a point on the center line of Little Indian Creek and the east section line of the Southwest Quarter of the Northwest Quarter of Section 4 in Township 39N, Range 2E, the line follows the center line of Little Indian Creek to the west section line of Section 4 in Township 39N, Range 2E.

At a point on the center line of Little Indian Creek and the west section line of Section 4 in Township 39N, Range 2E, the line goes west along a line (about one-half mile south of the north section line of Section 5) parallel to the north section line of Sections 5 and 6 in Township 39N, Range 2E to the west section line of the East Half of Section 6 in Township 39N, Range 2E.

At a point on the west section line of the East Half of Section 6 in Township 39N, Range 2E (about one-half mile south of the north section line of Section 6), the line proceeds north along the west section line of the East Half of Section 6 in Township 39N, Range 2E and the west section line of the Southeast and Northeast Quarters of the Southwest and Northwest Quarters of Section 31 and 30 in Township 40N, Range 2E to the northwest corner of the Northeast Quarter of the Northwest Quarter of Section 30 in Township 40N, Range 2E.

At the northwest corner of the Northeast Quarter of the Northwest Quarter of Section 30 in Township 40N, Range 2E, the line proceeds west along the south section line of Section 19 in Township 40N, Range 2E to the southwest corner of Section 19 in Township 40N, Range 2E.

At the southwest corner of Section 19 in Township 40N, Range 2E, the line travels north along the west section line of Section 19 in Township 40N, Range 2E to the northwest corner of Section 19 in Township 40N, Range 2E.

At the northwest corner of Section 19 in Township 40N, Range 2E, the line proceeds east along the north section line of Section 19 in Township 40N, Range 2E to the northeast corner of Section 19 in Township 40N, Range 2E.

At the northeast corner of Section 19 in Township 40N, Range 2E, the line goes south along the west section line of Section 20 in Township 40N, Range 2E to the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 20 in Township 40N, Range 2E.

At the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 20 in Township 40N, Range 2E, the line proceeds east along the south section line of the Northwest and Northeast Quarters of the Northwest and Northeast Quarters of Section 20 to the southeast corner of the Northeast Quarter of the Northeast Quarter of Section 20 in Township 40N, Range 2E.

At the southeast corner of the Northeast Quarter of the Northeast Quarter of Section 20 in Township 40N, Range 2E, the line travels north along the east section line of Section 20 to the northwest corner of Section 21 in Township 40N, Range 2E.

At the northwest corner of Section 21 in Township 40N, Range 2E, the line goes east along the north section line of Section 21 to a point on the north section line of Section 21 in Township 40N, Range 2E where the northwestern boundary line of Survey 3022 intersects.

At a point on the north section line of Section 21 in Township 40N, Range 2E where the northwestern boundary line of Survey 3022 intersects, the line proceeds northeast along the northwestern boundary line of Survey 3022 to the Franklin/Washington County line.

At the Franklin/Washington County line, the line travels east along the Franklin/Washington County line to the corner of Franklin, Jefferson, and Washington Counties.

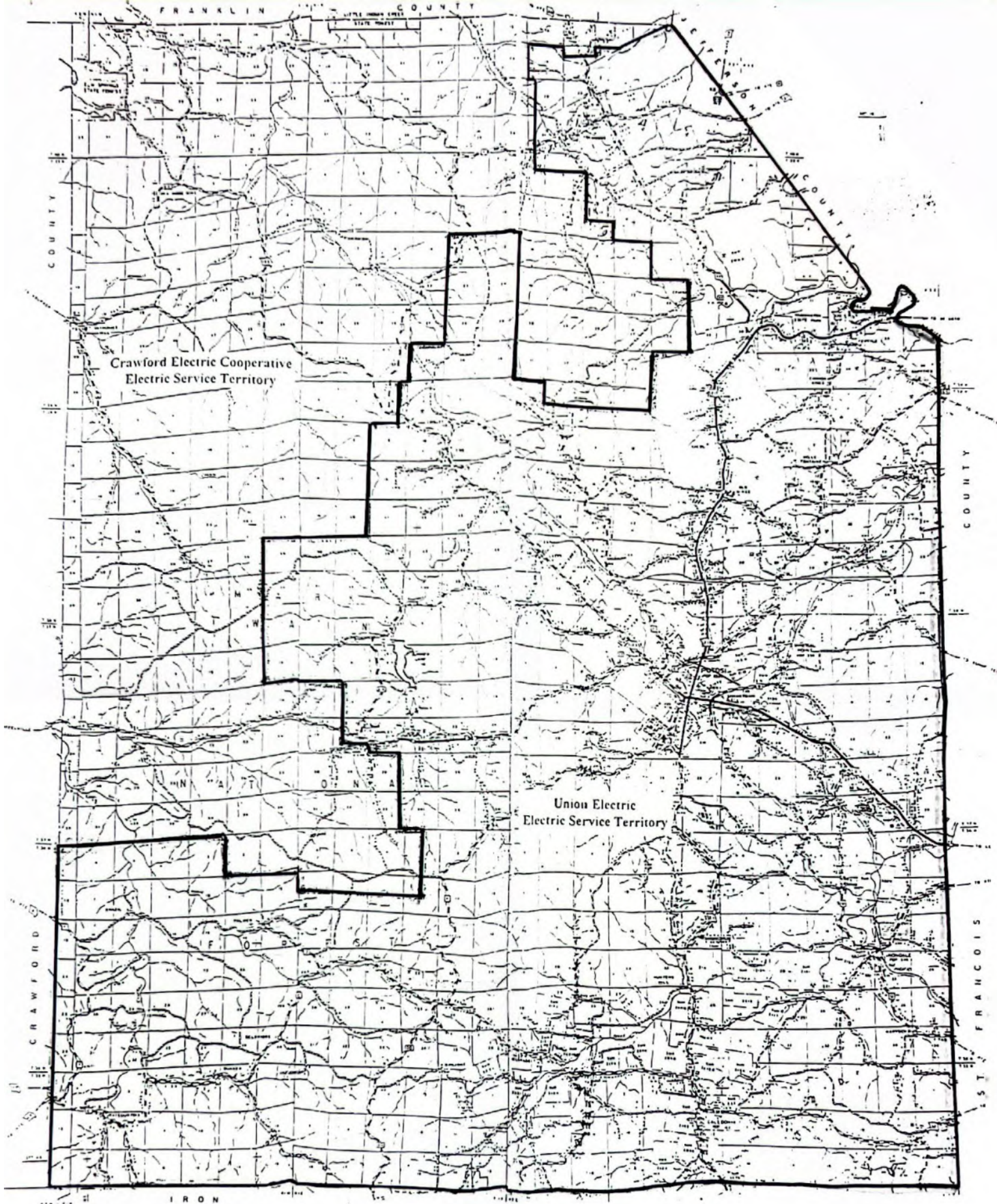
At the corner of Franklin, Jefferson, and Washington Counties, the line follows southeastwardly along the Jefferson/Washington County line to the corner of Jefferson, St. Francois and Washington Counties.

At the corner of Jefferson, St. Francois and Washington Counties, the line goes south along the St. Francois/Washington County line to the corner of Iron, St. Francois and Washington Counties.

At the corner of Iron, St. Francois and Washington Counties, the line proceeds west along the Iron/Washington County line to the southwest corner of Washington County, the point of beginning.

Exhibit 2

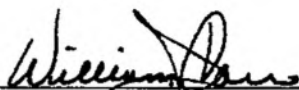
**Map Depicting the Exclusive Service Territories of
AmerenUE and Crawford Electric Cooperative
in Washington County**



VERIFICATION

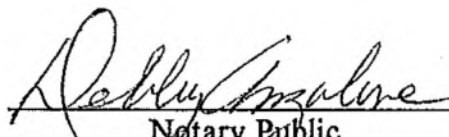
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 24th day of Sept., 1998, I, William J. Carr, a Vice President of Union Electric Company d/b/a AmerenUE, being duly sworn upon my oath, state that I am an officer of Union Electric Company d/b/a AmerenUE, a Missouri corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and I acknowledge said instrument to be the free act and deed of said Corporation.



William J Carr

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



Notary Public

DEBBY ANZALONE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 18, 2002

EXHIBIT B

Crawford Electric Cooperative, Inc.'s Board of Directors' Resolution

RESOLVED, that the cooperative approve the territory agreement with Ameren/UE, authorize and direct officers to execute the agreement as presented to the meeting, and to take all necessary appropriate actions to secure regulatory approval of the agreement.

I, Dan Blesi, Assistant Secretary of Crawford Electric Cooperative, Inc. do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the Board Directors of the Crawford Electric Cooperative, Inc. held on the 27th day of August, 1998, at which meeting a quorum was present.

A handwritten signature in dark ink, appearing to read "Dan Blesi", is written over a horizontal line.

Assistant Secretary

EXHIBIT C

Crawford Electric Cooperative Inc.'s Articles of Incorporation and Certificate of Incorporation

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF CORPORATE RECORDS

CRAWFORD ELECTRIC COOPERATIVE, INC.

I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI AND KEEPER OF THE GREAT SEAL THEREOF, DO HEREBY CERTIFY THAT THE ANNEXED PAGES CONTAIN A FULL, TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENTS ON FILE AND OF RECORD IN THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 7TH DAY OF OCTOBER, 1998.

Rebecca McDowell Cook
Secretary of State



No. 63190
Cooperative



Certificate of

Incorporation

Whereas, An association organized under the name of

Crawford Electric Cooperative, Inc.

has filed in the office of the Secretary of State Articles of Association or Agreement in writing, as provided by law, and has in all respects complied with the provisions of law governing the formation of Co-operative Associations for

CO-OPERATIVE AGRICULTURAL PURPOSES:

Now, Therefore, I, DWIGHT H. BROWN, Secretary of State of the State of Missouri, in virtue and by authority of law, do hereby certify that said association has, on the date hereof become a body corporate, duly organized under the name of Crawford Electric Cooperative, Inc. located at St. Louis

and is entitled to all the rights and privileges granted to Co-operative Associations under the laws of this State for a term of perpetual years, and that the amount of the Capital Stock of said corporation is Thirty Thousand Dollars.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 16th day of April A. D. Nineteen Hundred and Forty

[SEAL]

Dwight H. Brown
SECRETARY OF STATE.

Bl. Holman
CHIEF CLERK.

ARTICLES OF INCORPORATION

OF

CRAWFORD ELECTRIC COOPERATIVE, INC.

KNOW ALL MEN BY THESE PRESENTS:

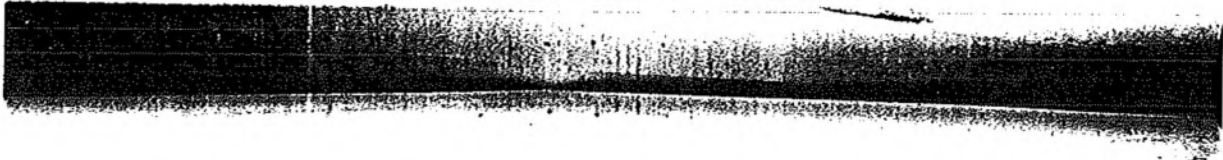
We, the undersigned, for the purpose of forming a co-operative association under and pursuant to the provisions of Article 29, Chapter 37, of the Revised Statutes of Missouri, 1929 and amendments thereto, do hereby associate ourselves as a co-operative association and do adopt the following Articles of Incorporation.

First. The name of the Cooperative shall be, "Crawford Electric Cooperative, Inc."

Second. The names and places of residence of the incorporators of the Cooperative are:

NAME	RESIDENCE
Robert L. Mook	Leasburg, Missouri
Geo. F. Kuelling	Sullivan, Missouri
F. C. Wallis	Steelville, Missouri
H. F. Mounts	Cuba, Missouri
Albert Kreamalmeyer	Steelville, Missouri
Cletis Cottrell	Dillard, Missouri
O. D. Downes	Bourbon, Missouri
Ben Eldridge	Bourbon, Missouri
W. Walter Lee	Cuba, Missouri
R. D. Cottrell	Cherryville, Missouri
Julius G. Brown	Salem, Missouri Rt. 5
J. F. Krulik	Cuba, Missouri

Third. The conduct of the business of the Cooperative shall be upon the cooperative plan and the purposes for which it is formed are:

- 
- (a) to generate, manufacture, purchase, acquire and accumulate electric energy for its shareholders and to transmit, distribute, furnish, sell and dispose of such electric energy to its shareholders only, and to construct, erect, purchase, lease as lessee and in any manner acquire, own, hold, maintain, operate, sell, dispose of, lease as lessor, exchange and mortgage plants, buildings, works, machinery, supplies, apparatus, equipment and electric transmission and distribution lines or systems necessary, convenient or useful for carrying out and accomplishing any or all of the foregoing purposes;
- (b) to acquire, own, hold, use, exercise and, to the extent permitted by law, to sell, mortgage, pledge, hypothecate and in any manner dispose of franchises, rights, privileges, licenses, rights of way and easements necessary useful or appropriate to accomplish any or all of the purposes of the Cooperative;
- (c) to purchase, receive, lease as lessee, or in any other manner acquire own, hold, maintain, use, convey, sell, lease as lessor, exchange, mortgage, pledge or otherwise dispose of any and all real and personal property or any interest therein necessary, useful or appropriate to enable the Cooperative to accomplish any or all of its purposes;
- (d) to assist its shareholders to wire their premises and install therein electrical and plumbing appliances, fixtures, machinery, supplies apparatus and equipment of any and all kinds and character (including without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and, in connection therewith and

for such purposes, to purchase, acquire, lease, sell, distribute, install and repair electrical and plumbing appliances, fixtures, machinery, supplies, apparatus and equipment of any and all kinds and character (including, without limiting the generality of the foregoing, such as are applicable to water supply and sewage disposal) and to receive, acquire, endorse, pledge, guarantee, hypothecate, transfer or otherwise dispose of notes and other evidences of indebtedness and all security therefor;

- (e) to borrow money, to make and issue bonds, notes and other evidences of indebtedness, secured or unsecured, for moneys borrowed or in payment for property acquired, or for any of the other objects or purposes of the Cooperative; to secure the payment of such bonds, notes or other evidences of indebtedness by mortgage or mortgages, or deed or deeds of trust upon, or by the pledge of or other lien upon, any or all of the property, rights, privileges or permits of the Cooperative, wheresoever situated, acquired or to be acquired; and
- (f) to do and perform, either for itself or its shareholders, any and all acts and things, and to have and exercise any and all powers, as may be necessary or convenient to accomplish any or all of the foregoing purposes, or as may be permitted by the Act under which the Cooperative is formed.

The enumeration of the foregoing purposes shall not be held to limit or restrict in any manner the general powers of the Cooperative, and the Cooperative shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon cooperatives of the character of this cooperative by the laws of the State of Missouri now or hereafter in force.

Fourth. The Principal place of business of the Cooperative shall be located in Bourbon in the County of Crawford, State of Missouri.

Fifth. The amount of the authorized capital stock of the Cooperative shall be Thirty Thousand (\$30,000.00) Dollars divided into Six Thousand (6,000) shares of the par value of Five (\$5.00) Dollars each. The shares of authorized capital stock may be issued from time to time and shall be paid for at such times and in such manners as the bylaws of the Cooperative shall provide.

Sixth. The duration of the Cooperative shall be perpetual.

Seventh. The Cooperative may not sell, mortgage, lease or otherwise dispose of or encumber any of its property other than:

- (a) property which in the judgment of the board of directors neither is nor will be necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not in any one (1) year exceed in value ten per centum (10%) of the value of all of the property of the Cooperative;
- (b) service of all kinds, including electric energy; and
- (c) personal property acquired for resale;

unless such sale, mortgage, lease or other disposition or encumbrance is authorized at a meeting of the members by the affirmative vote of at least two-thirds (2/3) of the members voting thereon at such meeting in person or by proxy, and the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting; provided, however, that notwithstanding anything herein contained, the board of directors, without authorization by the members, shall have full power and authority to borrow money from the United States of America, or any agency or instrumentality thereof, and in connection with such borrowing, to authorize the making and issuance of bonds, notes, or other evidences of indebtedness and, to secure the payment thereof, to authorize the execution and delivery of a mortgage or mortgages, or deed or deeds of trust upon, or the pledging or encumbering of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired and wherever situated, all upon such terms and conditions as the board shall determine.

IN TESTIMONY WHEREOF, we have hereunto set our hands this 3rd
day of April, 1940.

Robert L. Mook
H. F. Morris
Gen. F. Skelling
Albert Kromelinger
O. D. Danner
Clotis Cottrell
Ben Eldridge
N. Hatto Lee
R. D. Cottrell
Julius G. Brown
F. C. Wallace
J. F. Kaulich

STATE OF MISSOURI
County of Crawford } SS:

On this 3rd day of April, 1940, before me personally
appeared R. L. Mook, Albert Kromelinger, O. D. Danner,
Ben Eldridge and F. C. Wallace five of the incorpora-
tors who subscribed the foregoing articles of association, to me known to
be five of the persons described in and who executed the said instrument
and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
notarial seal the day and year last above written.

My commission expires July 13, 1940.

(SEAL)

Emil R. [Signature]

Notary Public.

STATE OF MISSOURI
COUNTY OF CRAWFORD SS.

Original of The within instrument was filed for record
17th day of April, 1940 at 4:45 P.M., and is recorded in Book
108, Page 370.

Witness my hand and seal of office,

H. B. Schroeder
Circuit Clerk & Ex-Officio
Recorder.

STATE OF MISSOURI
COUNTY OF CRAWFORD SS.

By Ruth Gibson
syndy

I, H. B. Schroeder, Clerk of the Circuit Court and
Ex-Officio Recorder of Deeds, within and for the County afore-
said, do hereby certify the above and foregoing to be a true and
complete copy of the original as the same appears of record in
my office in Steelville, Missouri.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix
the seal of said office, this 17th day of April, 1940.

H. B. Schroeder
Circuit Clerk and Ex-Officio Re-
corder of Deeds, Crawford County,
Missouri.

By Ruth Gibson
syndy

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

APR 18 1940

Dwight H. Brown
Secretary of State

No. 63190 Corp

Articles of Association

Crawford Electric Cooperative, Inc.

Location ~~St. Louis~~ *Beaumont*

Capital \$ *30000* and
shares of no par value

For a term of *perpetual* years.

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

APR 18 1940

Dwight H. Brown
Secretary of

EXHIBIT D

AmerenUE's Illustrative Tariffs

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 51st RevisedSHEET NO. 26.30ACANCELLING MO. P.S.C. SCHEDULE NO. 5OriginalSHEET NO. 26.30A

APPLYING TO

MISSOURI SERVICE AREA*WASHINGTON COUNTY (cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S.SURVEYS</u>
35 North	1 West	All land sections and surveys therein.
35 North	2 West	1, 12, 13
* 36 North	1 East	1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and Survey 3291
36 North	2 East	All land sections and surveys therein.
36 North	3 East	All land sections and surveys therein.
* 36 North	1 West	3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36
36 North	2 West	1, 12, 13, 24, 25, 36
* 37 North	1 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 34, 35, 36
37 North	2 East	All land sections and surveys therein.
37 North	3 East	All land sections and surveys therein.
* 37 North	1 West	1, 12
* 38 North	1 East	1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and all surveys therein.
38 North	2 East	All land sections and surveys therein.
38 North	3 East	All land sections and surveys therein.
* 38 North	1 West	25, 36
* 39 North	1 East	12, 13, 14, 23, 24, 25, 26, 34, 35, 36
* 39 North	2 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 23, 24, 25, 35, 36, and all surveys therein.

*Indicates Change

P.S.C. Mo. Date of Issue _____

Date Effective _____

Issued By C. W. Mueller
Name of OfficerPresident & CEO
TitleSt. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 52nd RevisedSHEET NO. 26.30BCANCELLING MO. P.S.C. SCHEDULE NO. 51st RevisedSHEET NO. 26.30B

APPLYING TO

MISSOURI SERVICE AREA

WASHINGTON COUNTY (cont'd.)

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S.SURVEYS</u>
39 North	3 East	All land sections and surveys therein.
* 39 North	1 West	4, 5
* 40 North	1 East	24
* 40 North	2 East	15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and all surveys therein.
40 North	3 East	31

*WAYNE COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S.SURVEYS</u>
27 North	3 East	1
27 North	4 East	1, 2, 3, 6, 13, 24, 25
27 North	5 East	3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33
28 North	3 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36
28 North	4 East	5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36
28 North	5 East	1, 2, 3, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
28 North	6 East	5, 6, 7, 8, 17, 18, 19
29 North	3 East	1, 2, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36
29 North	4 East	3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 28, 29, 30, 31, 32, 33
29 North	5 East	34, 35, 36
29 North	6 East	31, 32
30 North	3 East	24, 25, 36
30 North	4 East	19, 20, 29, 30, 31, 32, 33

*Indicates Change

Union Electric Company also has the right to serve in Washington County pursuant to the terms of the territorial agreement between the Company and Crawford Electric Cooperative as approved in Case No. _____ and in Wayne County pursuant to the terms of the territorial agreement between the Company and Black River Electric Cooperative as approved in Case No. EO-95-400.

P.S.C. Mo. Date of Issue _____

Date Effective _____

Issued By C. W. Mueller
Name of Officer

President & CEO
Title

St. Louis, Missouri
Address