

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

JERRY and SHARON WEST,)

Complainant,)

v.)

Case No. EC-2009-0193

AMERENUE,)

Legal Department)

Union Electric Company)

1901 Chouteau Avenue)

P. O. Box 66149, Mail Code 1310)

St. Louis, Missouri 63166-6149)

CERTIFIED MAIL)

Respondent.)

NOTICE OF COMPLAINT and ORDER DIRECTING FILING

Issue Date: November 19, 2008

Effective Date: November 19, 2008

On November 14, 2008, Jerry and Sharon West filed the complaint, a copy of which accompanies this notice and order.

The Commission's rules of discovery are set forth at 4 CSR 240-2.090. As an alternative to the formal evidentiary hearing procedure, the Commission offers mediation. Mediation is a voluntary process in which a neutral person assists the parties in exploring opportunities for settlement. Upon a request for mediation, the Commission may suspend the schedule set forth in this order.

THE COMMISSION ORDERS THAT:

1. AmerenUE shall file an answer to the complaint no later than December 19, 2008.

2. This Commission's Staff shall conduct an investigation and file its recommendation as to the complaint no later than January 5, 2009.
3. This order is effective immediately upon issuance.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read 'Colleen M. Dale', written over a horizontal line.

Colleen M. Dale
Secretary

(S E A L)

Dated at Jefferson City, Missouri,
on this 19th day of November, 2008.

Jordan, Regulatory Law Judge

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED

NOV 14 2008

Name Jerry & Sharon West
Complainant

VS

Missouri Public
Service Commission
Case No

Company Name Ameren UE
Respondent

COMPLAINT

Complainant resides at 7333 Weldon Spring Rd
(address of complainant)

Dardenne Prairie, MO 63368

1 Respondent, Ameren UE
(company name)

of St. Louis, MO
(location of company), is a public utility under the

jurisdiction of the Public Service Commission of the State of Missouri

2 As the basis of this complaint, Complainant states the following facts

#1 My home and business are on a tract of land that is a total of 6 acres. There are 2 homes, a barn w/a Kennel & the business which consists of 4 buildings. Two 40 run Kennels, a 50 x 70 Training facility and a 20 x 20 office building. All of this has been serviced by Cuver River Electric Cooperative for the past 11 years that I have owned the property. We are replacing 1 of the homes with a new house and adding a 2nd new house for the care-taker on the back of the property. (See exhibit) The water for all of these structures is supplied by a well located in the house being replaced. Cuver River Electric was contacted to provide temporary service for the well during the demolition and we were informed that Cuver could not supply this service due to a territorial agreement and we would need to contact Ameren UE. Upon Contacting Ameren we were informed

3 The Complainant has taken the following steps to present this complaint to the Respondent

#1

that they could not supply power in a timely manner and gave Cuivre River permission to supply temporary service in order to continue uninterrupted service to the homes and business. I requested at this time to have Cuivre River remain the sole service provider for the property, including the 2 new houses. Again I was informed by Cuivre River that they could not supply power to the new structures because of the territorial agreement unless Ameren released the property.

There are no transformers on the same side of the road as the property. Ameren will need to burrow under the road and come at least 60 to 70 feet into my property to set a transformer. (see exhibit) I already have 1 pole and a transformer from Cuivre River located on my property. (see exhibit) If Ameren does not release the property I will have to have 2 transformers on the property. (see exhibit). My main concern is for safety, if there is a fire or other emergency, I can foresee confusion as to which company services which buildings on the property. With out the property being released by Ameren I will end up having 2 different service providers, one for the main power and one for the well. This just does not make sense. Additionally in an outage, service could be restored to different buildings at different times, I could have lights but no water and require 2 service calls. This could also hurt resale value of the property as potential buyers may not want to deal with 2 service providers for 1 tract of land.

#2

I have had a meeting with Ameren personnel and discussed at length my concerns for the need to maintain one service provider for this property. During our discussions I was informed of a territorial agreement which has provisions for Ameren to release the service for the 2 new houses to Cuiver River.

Also I was informed that the personnel I was having a discussion with could not make this decision. I asked for a contact that could and was given the name of an Ameren attorney. I had my attorney contact Ameren and after checking out the issues, he was told Ameren was not willing to release the property to Cuiver River. I filed an informal Complaint with Missouri Public Service Commission to review the situation. Mr. Allen Bax talked with me at length and

WHEREFORE, Complainant now requests the following relief

#3

I request that Cuiver River Electric Coop be the service provider for this property in it's entirety, including the 2 new houses. While this dispute is being resolved, Ameren is allowing Cuiver River to supply power to all of the new construction along with the rest of the property. I have attached a copy of a letter from Cuiver River stating they will supply temporary service to the new construction

11-7-2008

Date

Sharon M. West

Signature of Complainant

Attach additional pages, as necessary
Attach copies of any supporting documentation

#2 contacted Ameren to try and resolve the matter. He also was informed of Ameren's intention to become the service provider for the 2 new houses.

#3 until April 15, 2009. Also in the letter is Cuiver Rivers intent to be the service provider on a permanent basis to all points needed if the commission agrees. They will be utilizing the same equipment which will eliminate the need to have duplicate equipment on my property. I ask the commission to take into account that there are provisions in the territorial agreement for Ameren UE to release the new construction to Cuiver River and allow them to service this property in its entirety. For the safety of my employees working in the business and to eliminate confusion on the part of emergency personnel that might be needed at a future time.

I have included a layout of the property locating new and existing buildings as well as current and proposed transformers. A copy of Cuiver Rivers letter of intent to supply and a copy of the territorial agreement. I cannot provide Ameren's response to my and my attorneys request as they have not responded to our repeated requests to provide a like letter of intent and to provide service information.

Thank You for Your Consideration in This matter



New services on Weldon Spring Road

Wednesday, October 15, 2008 9 51 AM

From: "Keith Stone" <kstone@cuivre.com>
To: westinnkennels@sbcglobal.net
Cc: "Schnell, Robert J" <RSchnell@ameren.com>

October 15, 2008

Ms Sharon West
7333 Weldon Spring Road
St Charles, MO 63304

RE New services

Dear Ms West

Please use this note as clarification as to Cuivre River Electric Cooperative's intentions in providing service to additional buildings under construction at your Weldon Spring site. As we have discussed previously, this site is in a territorially protected area and belongs to AmerenUE per a 1992 agreement reached between the two utility providers and approved by the Missouri Public Service Commission.

However, if AmerenUE were to release the additional buildings to Cuivre River, the Cooperative would be happy to serve them.


You have also requested that CREC serve the additional buildings temporarily, until the PSC, yourself and AmerenUE can work out an agreement. Cuivre River is willing to serve the new buildings temporarily, understanding that CREC's service stops at the temporary meter and the property owner is responsible beyond the metering point. CREC will temporarily serve the buildings, but only for the next six months. An agreement must be reached between all parties by April 15, 2009.

I hope this information proves helpful to you. I have discussed the content of this letter with Mr. Bob Schnell from AmerenUE and he agreed with its intent. Please feel free to contact me if you need further information.

Sincerely,

Keith B. Stone
Manager-Branch Offices
Cuivre River Electric Cooperative, Inc.
kstone@cuivre.com
(636) 695-4731

Ameren Attorney

 **WEUDY TATRO**
ASSOCIATE GENERAL COUNSEL
314-554-3484

AmerenUE
200 North Callahan Road
MC WZ-858
Wentzville, MO 63385

Robert J. Schnell, PE
Supervising Engineer
Boone Trails Division
636 639 8310 or 800 552 7583
314 805 8046 cell
636 639 8250 fax
rschnell@ameren.com

a subsidiary of Ameren Corporation

There have been several requests
to provide the written response promised.
Ms. Tatro has not responded to my
Attorneys requests

NEW House #1
NEW House #2

CIVIC POLE 0
CIVIC POLE 1

Well That
Series property

R-Registration
Office

Training
Bldg

Kennel #2
485.31'

Current
Buildings
That are
Served by
Civic Rules
and will remain
with Civic
Service

Buildings
However wants
To Serve

+ Location
of Ancients pld -
Pold Transformed

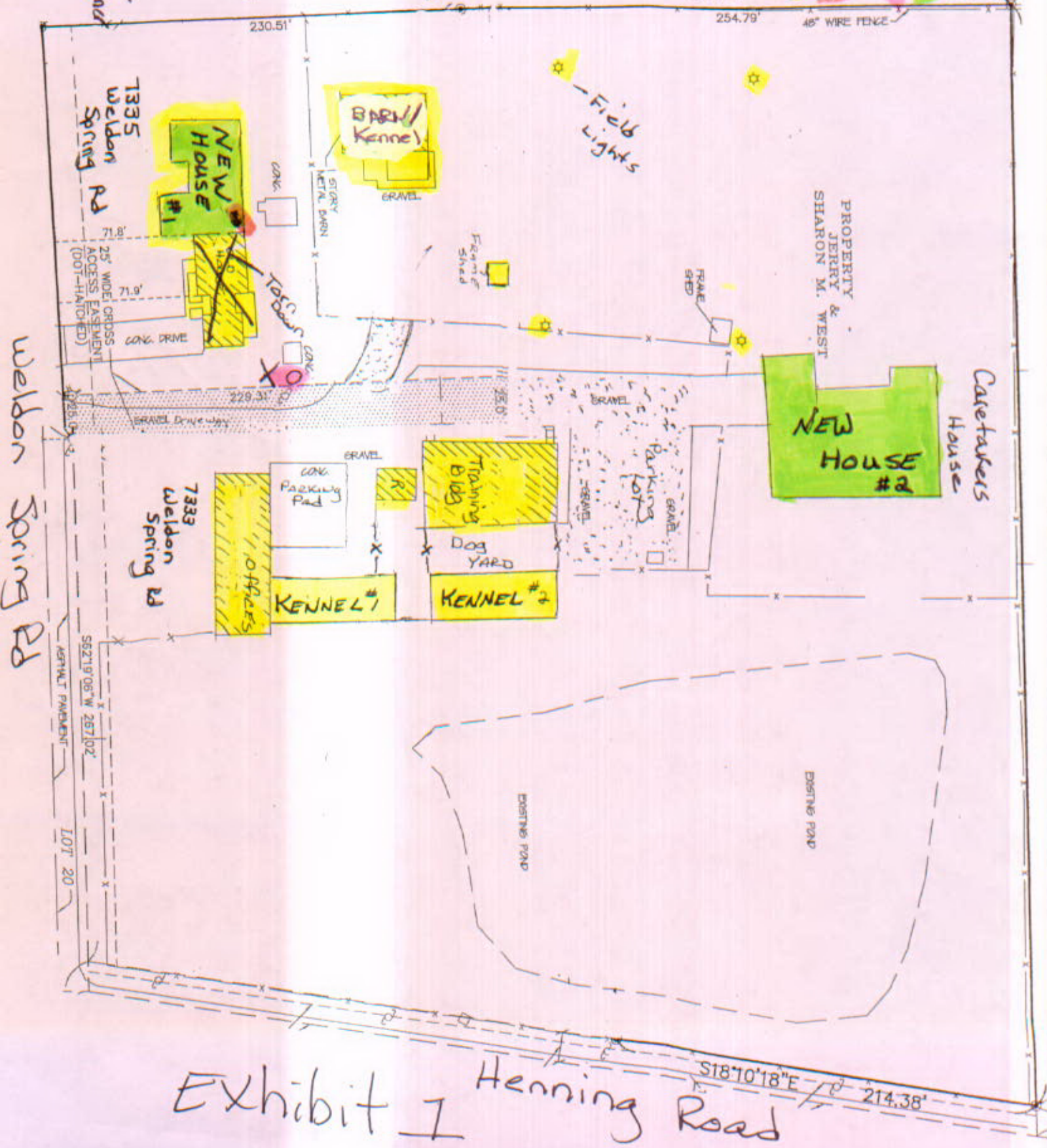


Exhibit I Henning Road

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between Union Electric Company, hereinafter referred to as "Company", and Cuivre River Electric Cooperative, Inc., hereinafter referred to as "Cooperative".

WHEREAS, Company and Cooperative are authorized by law to provide electric service within the State of Missouri, including portions of St. Charles County; and

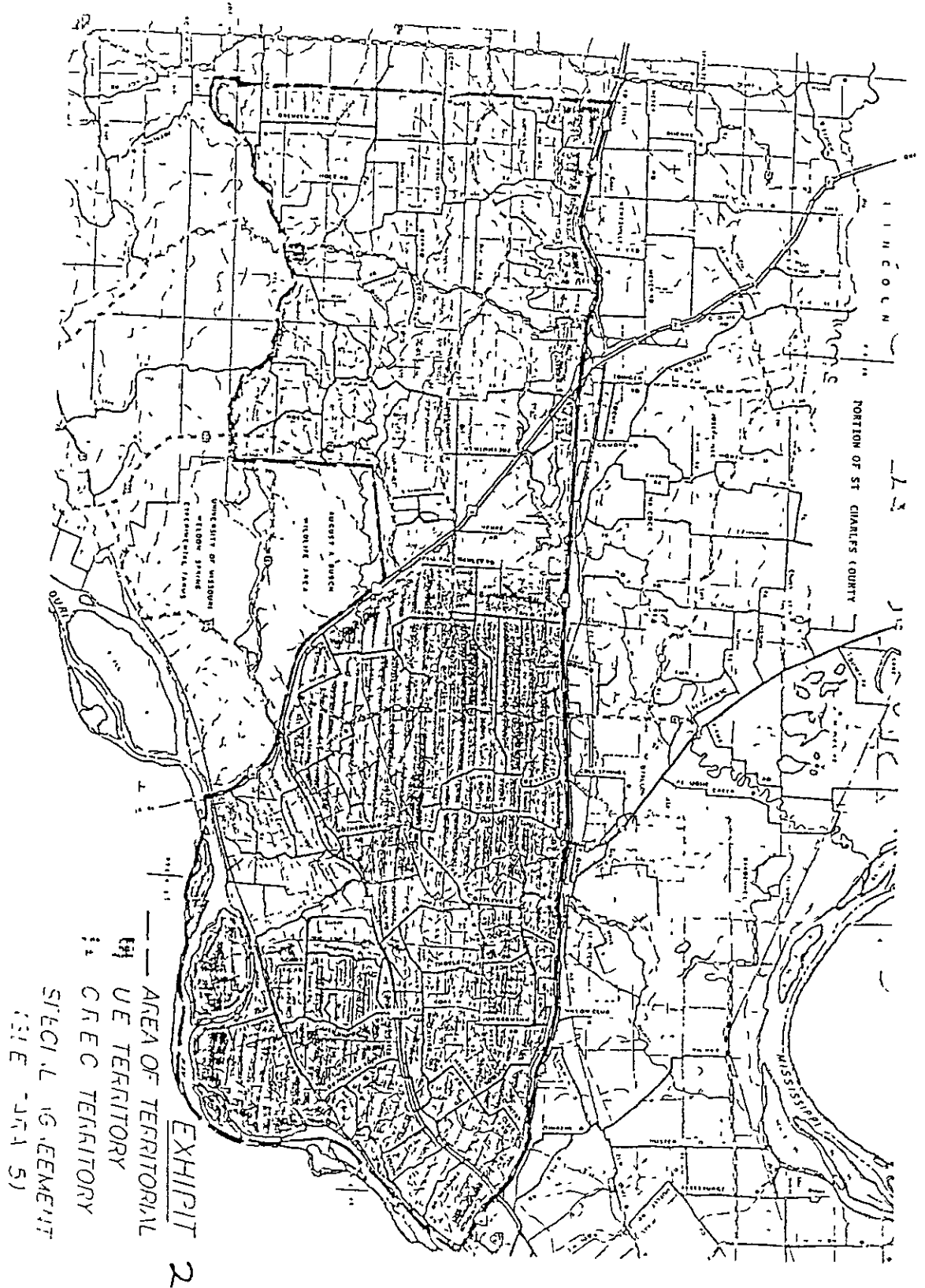
WHEREAS, the Missouri Legislature has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements; and

WHEREAS, Company and Cooperative desire to promote the orderly development of the retail electric service system within portions of St. Charles County, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public;

NOW, THEREFORE, Company and Cooperative, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. For purposes of this Agreement:

(a) "Customer" includes 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.

(b) "Structure" is defined as agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. "Structure" shall include contiguous additions to and expansions of previously existing structures and replacements of previously existing structures if the replacement structures are used for the same purposes and have basically the same power usage characteristics as the original structure.

(c) "Company" shall mean Union Electric Company and any subsidiary or other corporate entity owned or controlled by Union Electric Company.

(d) "Cooperative" shall mean Cuivre River Electric Cooperative, Inc. and any subsidiary or other corporate entity owned and controlled by Cuivre River Electric Cooperative, Inc.

(e) "New Structure" shall mean any structure which did not receive electric energy from either party prior to the effective date of this Agreement.

2. From the effective date of this Agreement, as between the parties hereto, each shall have the exclusive right to furnish electric service to all new structures located within its respective electric service area described in paragraphs 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customers' requirements. Except as

provided expressly herein, neither party may furnish, make available, render or extend electric service to structures or for use within the electric service area of the other party, either directly, indirectly or through a subsidiary corporation or other entity controlled by the party. Each party shall have the right to continue to serve those structures located in the electric service area of the other party which it is serving on the effective date of this Agreement. In addition, each party shall have the right to serve new structures in multi-tract contiguous development areas identified on Exhibit 4, which are within either party's service area as defined in paragraph 3 and 4 of this agreement. Exhibit 4 is attached hereto and made a part hereof. Cooperative's right to serve new structures within such multi-tract development areas located within the Company's electric service area defined in paragraph 3 shall cease if and when such development areas are annexed into the city limits of a city with a population in excess of 1500 inhabitants unless the Cooperative has installed primary distribution facilities designed for and capable of providing service to such structures prior to annexation.

3. The electric service area of Company under this Agreement shall be that portion of St. Charles County as described by metes and bounds in Exhibit 1 to this Agreement excluding those portions of St. Charles County described by metes and bounds in Exhibit 3 and as substantially illustrated by the map marked Exhibit 2 to the Agreement, all exhibits being

incorporated herein by reference and made a part of this Agreement as if fully set out verbatim.

4. The electric service area of Cooperative under this Agreement shall be those portions of St. Charles County as described by metes and bounds in Exhibit 3 to this Agreement and as substantially illustrated by the map marked Exhibit 2 to this Agreement, both exhibits being incorporated herein by reference and made a part of this Agreement as if fully set out verbatim.

5. The parties to this agreement reserve for purposes of a future territorial agreement a portion of St. Charles county, more specifically described as sections 6, 7, 18, 19, 30 and 31 of Township 46 North, Range 1 East; sections 30 and 31 of Township 47 North, Range 1 East; such portion of section 19 of Township 47 North, Range 1 East in St. Charles county, Missouri, as is south of the center line of U.S. Highway 70; and such portion of section 6 of Township 45 North, Range 1 East in St. Charles county, Missouri, as is north of State Highway T and State Highway D. Both parties shall have the right to serve new structures in such portion of St. Charles county as they would have under the principles of law of the state of Missouri. Company shall have the additional right to waive in whole or in part any charge for any service, including wiring, piping, appliances or equipment, required by its tariffs on file with the Missouri Public Service Commission or by the Commission's Promotional Practice Rule, 4 CSR 240-14.010 et seq., to new structures located within such portion of St. Charles county as

it deems justified, the Commission's Promotional Practices Rule notwithstanding. Cooperative hereby waives any right it may have to file a Complaint either with the Commission or a court alleging the Company's violation of the Commission's Promotional Practices Rule within such portion of St. Charles county.

6. The location of a structure for purposes of this Agreement shall be the geographical location at which electric power and energy is used, regardless of the point of delivery. The first owner of a new structure located on or crossed by any line described in paragraphs 3 and 4 dividing the electric service territories of the parties shall be permitted to choose either party for permanent electric service provided that the customer's meter is installed within that supplier's service area, and thereafter that supplier shall exclusively serve that structure.

7. The parties may agree on a case-by-case basis to allow structures to receive service from one party though the structure is located in the electric service area of the other. Such agreements shall be in writing and approved by both parties.

8. Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a joint application showing this Agreement to be in the public interest. Company and Cooperative will share equally in the costs assessed by the Public Service Commission for seeking of administrative approval

of this Agreement. All other costs will be borne by the respective party incurring the costs

9. Except as expressly provided herein, neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission.

9. This Agreement shall be binding on the parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Company and Cooperative.

10. This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 394.312 RSMo. and the Boards of Directors of the parties. The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than March 31, 1993:

(a) All required approvals of the Cooperative's Board of Directors.

(b) Approval of the transaction by the Public Service Commission of Missouri, including but not limited to the following:

(1) a finding that this agreement shall not impair the Company's certificates of convenience and necessity in any respect within St. Charles county.

(2) an order granting the Company the authority to make offers described in paragraph 5 to potential customers.

Such order may not limit Company's authority to exercise such right upon condition of prior Commission approval of such offer. However, recovery of the cost of extending service to the new structure may be conditioned upon a finding by the Commission based upon evidence submitted by the Company that it will receive a benefit by providing service to the new structure and that such service will benefit its existing customers.

(c) Approval of the transaction, if necessary, to the extent of its jurisdiction, by the Federal Energy Regulatory Commission.

11. Both of the parties to this Agreement have service territories outside of the area covered by this Agreement. Within the service areas outside of that covered by this Agreement, each party will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.

12. As a part of this Agreement, the parties agree that all claims pending in the lawsuits styled Union Electric Company v. Cuiivre River Electric Cooperative and Union Electric v. SSM Health Care System, Case No. CV190-5138CC, and Union Electric v. Cuiivre River Electric Cooperative, Case No. CV190-5239CC, shall be dismissed with prejudice, each party to bear their own costs.

13. This Agreement shall in no way affect either party's right to construct such electric distribution and transmission

facilities within the designated electric service area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers under the terms of this Agreement or otherwise.

14. This contract constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein. If the Public Service Commission of Missouri 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 or void.

IN WITNESS WHEREOF, the parties have executed this Agreement this 30th day of October, 1992.

UNION ELECTRIC COMPANY

By William J. Bass

ATTEST:

James J. Langston

CUIVRE RIVER ELECTRIC
COOPERATIVE

By Wm. L. Brown

ATTEST:

R. H. L. L.
Asst. Secretary

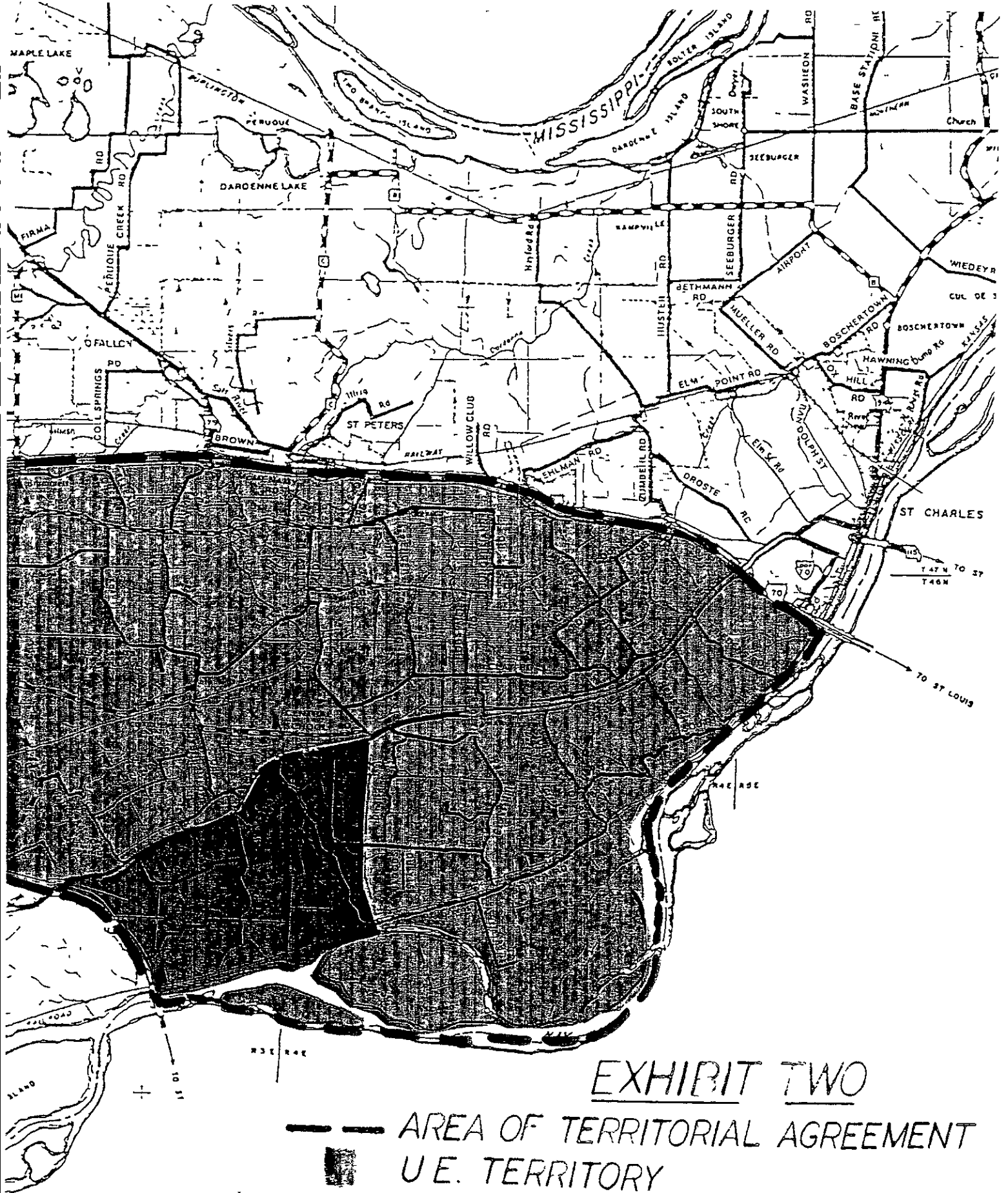


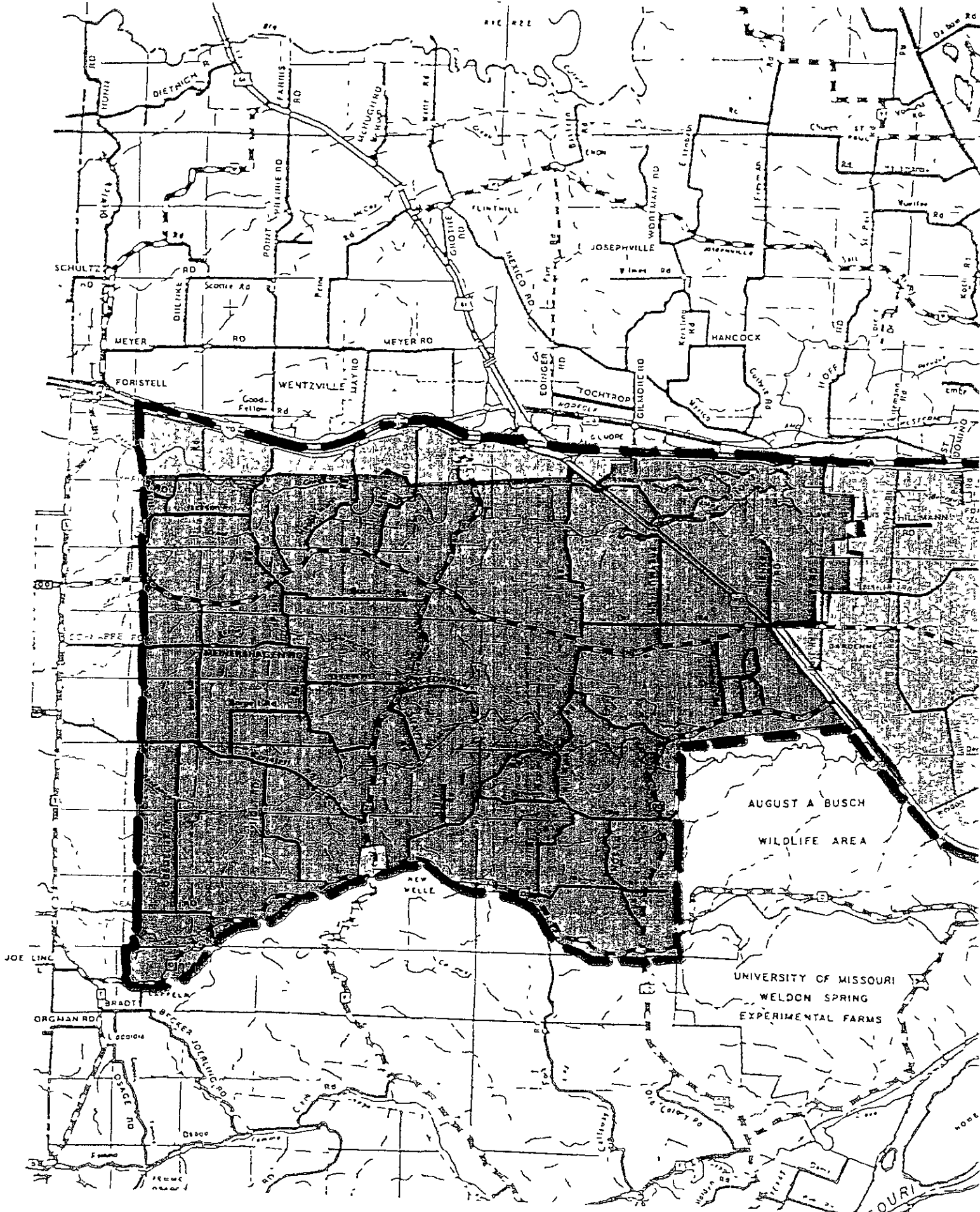


EXHIBIT TWO

- — — AREA OF TERRITORIAL AGREEMENT
-  U.E. TERRITORY
-  C.R.E.C. TERRITORY
- SPECIAL AGREEMENT AREA
(SEE PARA. 5)





Commissioners

JEFF DAVIS
Chairman

CONNIE MURRAY

ROBERT M. CLAYTON III

TERRY JARRETT

KEVIN GUNN

Missouri Public Service Commission

POST OFFICE BOX 360
JEFFERSON CITY, MISSOURI 65102
573-751-3234
573-751-1847 (Fax Number)
<http://www.psc.mo.gov>

WESS A. HENDERSON
Executive Director

DANA K. JOYCE
Director, Administration and
Regulatory Policy

ROBERT SCHALLENBERG
Director, Utility Services

NATELLE DIETRICH
Director, Utility Operations

COLLEEN M. DALE
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON
General Counsel

Information Sheet Regarding Mediation of Commission Formal Complaint Cases

Mediation is a process where the parties work together to try to resolve their dispute with the aid of a neutral party, the mediator. The mediator's role is help the parties talk to each other. The mediator may offer suggested solutions, but the mediator has no authority to tell the parties what they must do or to determine who "wins." Instead, the mediator simply works with both parties to help them reach an agreement.

Typically, at a mediation session the parties meet for an off-the-record discussion. The mediation session is not a formal proceeding like a hearing and no attorney is required to participate. The Regulatory Law Judges at the Public Service Commission are trained mediators and this service is offered to parties who have formal complaints pending before the Public Service Commission at no charge. If mediation is agreed to by the parties, the Commission will send notice of who the mediator will be and that person will set up the first meeting.

There cannot be a mediation unless both parties to the complaint agree to try in good faith to resolve the dispute. If both parties agree to mediate the complaint, the only information about the mediation that will be disclosed to the Commission is (a) whether the case has been settled and (b) whether the mediation effort was considered to be helpful. The Commission will not ask what was discussed during the mediation.

If the dispute is settled at the mediation, the Commission will require a signed release from the party filing the complaint before the formal complaint case can be dismissed. If the dispute is not resolved through the mediation process, neither party will be penalized for having taken part in the mediation and the formal complaint case will simply pick up where it left off.

A handwritten signature in black ink, appearing to read "Colleen M. Dale".

Colleen M. Dale
Secretary