

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

In the Matter of the Application of)	
Girardeau Stevedores Contractors)	Case No. EO-2006-0145
for a change of Electric Supplier)	
(from SEMO Electric Cooperative)	
to AmerenUE))	

JOINT STIPULATION AND AGREEMENT

Come now the Staff of the Missouri Public Service Commission (staff), Girardeau Stevedores and Contractors, Inc. (Applicant), SEMO Electric Cooperative (SEMO), and Union Electric Company d/b/a AmerenUE (AmerenUE), the “Signatory Parties” to this joint Stipulation and Agreement, and respectfully state as follows:

1. On October 3, 2005, Applicant filed an Application for Change of Electric Supplier from SEMO to AmerenUE, pursuant to Section 394.315, RSMo 2000. Applicant alleged that it required three phase electric service for its business operation, that its present supplier, SEMO, was unable to provide that service, and that the service was readily available from AmerenUE.

2. On October 6, 2005, the Commission issued an Order and Notice and Order Directing Filing requiring responses from SEMO and AmerenUE indicating their positions of regarding the request for change of supplier. Those parties timely filed their statements. Staff conducted an investigation and filed its recommendation that the application be approved.

3. On November 8, 2005, the Commission issued its Order Setting Prehearing Conference. That conference was conducted on December 14, 2005, with all parties present except AmerenUE and Public Counsel. Having clarified the issues and agreeing that the Application should be favorably granted as requested, the Signatory Parties now submit this joint Stipulation and Agreement for disposition of the case without the necessity of further procedural schedule and formal hearing.

4. By this Joint Stipulation and Agreement, the Signatory Parties agree that the Applicant's request for change of electric supplier is in the public interest for reason other than rate differential in that it: (a) avoids wasteful duplication of electric service facilities; (b) makes the most effective use of past investment in substation and distribution facilities; and (c) enhances public safety.

5. It is the Signatory Parties understanding and belief that the Office of Public Counsel (Public Counsel), the only other party to this proceeding, does not object to the Application and that it will not request a hearing.

6. The Signatory Parties note that 4 CSR 240-2.115, respecting stipulations and agreements, states in part as follows:

(2) Nonunanimous Stipulations and Agreements.

(A) A nonunanimous stipulation and agreement is any stipulation and agreement which is entered into by fewer than all of the parties.

(B) Each party shall have seven (7) days from the filing of a

nonunanimous stipulation and agreement to file an objection to the nonunanimous stipulation and agreement. Failure to file a timely objection shall constitute a full waiver of that party's right to a hearing.

(C) If no party objects to a nonunanimous stipulation and agreement, the commission may treat the nonunanimous stipulation and agreement as a unanimous stipulation and agreement.

7. The Signatory Parties believe that since there will be no objection to the Application or this Joint Stipulation and Agreement and no request for an opportunity to present evidence at a hearing, any requirement for a hearing will be satisfied by a Commission decision based on the pleadings in this case. *State ex rel. Rex Deffenderfer Enterprises v. Public Serv. Comm'n*, 776 S.W.2d 494 (Mo.App. 1989). Accordingly, the Signatory Parties do not believe that it is necessary to establish a procedural schedule or to set this case for a "live" evidentiary hearing. Section 393.170.3 RSMo 2000 provides the Commission with the power to grant a certificate of convenience and necessity "after due hearing." The Court of Appeals in *Deffenderfer* discussed what is required by the word "hearing" in Section 393.170.3:

. . . The Commission's Order stated that in the event no proper party filed an application to intervene and neither the Commission Staff nor the office of Public Counsel requested a hearing . . . , the Commission would allow appellant to submit its evidence in support of the Application by verified statement. Appellant's Application was verified. In its Report and Order the Commission correctly determined that the requirement for a hearing contained in Section 393.170 was met when the opportunity for hearing was provided and no proper party requested the opportunity to present evidence. There were no adverse parties and under the circumstances of the case at bar it was proper for the Commission to grant appellant's Certificate on the basis of appellant's verified

Application after affording notice and an opportunity to be heard to all proper parties.

Id. at 496. The Signatory Parties believe that the requirement for a hearing will be met in this case without a live hearing occurring.

8. In the event the Commission does not adopt this Joint Stipulation and Agreement in total, then this Joint Stipulation and Agreement shall be void and no Signatory Party shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the signatories to take other positions in other proceedings.

9. In the event the Commission accepts the specific terms of this Joint Stipulation and Agreement, the Signatory Parties waive, with respect to the issues resolved herein: their respective rights, pursuant to Section 536.080 RSMo 2000, to present testimony, to cross-examine witnesses, and to present oral argument or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2000; their respective rights to seek rehearing pursuant to Section 386.500 RSMo 2000; and their respective rights to seek judicial review pursuant to Section 386.510 RSMo 2000. The Signatory Parties agree to cooperate with each other in presenting for approval to the Commission this Joint Stipulation and Agreement, and will take no action, direct or indirect, in opposition to the request for approval of this Joint Stipulation and Agreement.

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

11. None of the Signatory Parties to this Joint Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying this Joint Stipulation and Agreement.

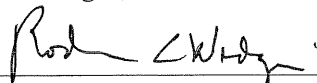
WHEREFORE, The Signatory Parties respectfully request the Commission to issue its Order pursuant to Section 394.315 RSMo. 2000;

- A. Finding that the requested change of electric supplier is in the public interest for reason other than rate differential;
- B. Approving the withdrawal of SEMO service and the substitution of AmerenUE service to Applicant's structures;

- C. Granting the electric suppliers a reasonable time of not less than thirty (30) days and not more than sixty (60) days to coordinate and implement the change of supplier to Applicant's structures; and
- D. Approving the terms of this Joint Stipulation and Agreement.

Respectfully submitted,

Andereck, Evans, Milne, Peace
& Widger, LLC



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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to all counsel of record this 13th day of JANUARY, 2007. 16

