

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 29th day of February, 2024.

In the Matter of the Joint Application of Union)
Electric Company, d/b/a Ameren Missouri, and)
Tri-County Electric Cooperative for an Order) **File No. EO-2024-0208**
Approving a Territorial Agreement Regarding)
Service to Customers in Adair County, Missouri)

REPORT AND ORDER APPROVING TERRITORIAL AGREEMENT

Issue Date: February 29, 2024

Effective Date: March 10, 2024

On January 3, 2024,¹ Union Electric Company d/b/a Ameren Missouri and Tri-County Electric Cooperative Association (Tri-County) (collectively, Joint Applicants), jointly filed an application seeking Commission approval of a territorial agreement. The application also requested a waiver of the 60-day notice requirement of Commission Rule 20 CSR 4240-4.017 and requested expedited treatment of their application.

On January 4, the Commission issued an *Order Directing Notice, Setting Intervention Deadline, and Directing Staff Recommendation*. No applications to intervene were received.

On January 29, Joint Applicants filed a *Joint Motion to Amend Exhibits to Application for Approval of a Territorial Agreement* in which they requested that they be allowed to amend Exhibits A and B to Appendix A (the territorial agreement) of their application. The motion stated that Exhibits A and B contain the legal description of the exclusive service territories of each company. Following land surveys, Joint Applicants

¹ Unless otherwise noted, all dates refer to the year 2024.

sought to amend Exhibits A and B to more accurately reflect the legal description of each company's exclusive service territory. The Commission granted Joint Applicants' motion on February 2.

On February 5, Joint Applicants filed an *Amended Joint Request for Waiver and Amended Application for Approval of a Territorial Agreement* (Amended Application), including a Revised Appendix A (the territorial agreement) with Revised Exhibits A and B. On February 8, the Commission issued an order directing the Staff of the Commission (Staff) to file a recommendation on the Amended Application. Staff did so on February 9.

Staff recommends that the Commission find that the territorial agreement is not detrimental to the public interest and that the Commission approve the territorial agreement. Staff also recommends that the Commission waive the 60-day notice requirement. No party filed a response to Staff's recommendation nor to the Amended Application.

FINDINGS OF FACT

1. Ameren Missouri is a Missouri corporation, organized and existing under the laws of Missouri, with its principal office and place of business in St. Louis, Missouri. Ameren Missouri is primarily engaged in the business of providing electric utility service to the public in its certificated areas in Missouri.²

2. Tri-County is a rural electric cooperative, organized and existing under the laws of Missouri, with its principal office in Lancaster, Missouri. Tri-County is engaged in

² *Amended Joint Request for Waiver and Amended Application for Approval of a Territorial Agreement*, p. 2 (filed February 5).

the distribution of electric energy and service to its members within certain Missouri counties.³

3. The territorial agreement specifically designates the boundaries of exclusive electric service areas in Adair County, Missouri within and around the city of Kirksville. The territorial agreement does not include an exchange of customers or facilities between the Joint Applicants. There are no other known electric service providers in the area. Under the territorial agreement, each applicant will continue to have service responsibilities outside of the boundaries specified in the territorial agreement, and the territorial agreement does not impair each applicant's ability, in the provision of electric service, to build generation, transmission, or distribution facilities within the exclusive service area of the other applicant. The territorial agreement allows each of the applicants to serve customers located in the exclusive service territory of the other on a case-by-case basis, provided that each agree and the Commission grants the specific request.⁴

4. No parties have filed a response to Joint Applicants' Amended Application.

5. No applications to intervene have been filed in this matter.

6. No party has requested an evidentiary hearing in this matter.

7. With their Amended Application, Joint Applicants filed verified declarations that they had no communication with the Commission regarding substantive issues likely to arise in this file within 150 days before filing its application.

³ *Amended Joint Request for Waiver and Amended Application for Approval of a Territorial Agreement*, p. 1 (filed February 5).

⁴ *Staff Recommendation, Official Case File Memorandum*, pp. 3-4 (filed February 9).

CONCLUSIONS OF LAW

A. Ameren Missouri is a corporation providing electrical services in Missouri and is subject to the jurisdiction of the Commission per Chapters 386 and 393, RSMo.⁵

B. Tri-County is a rural electric cooperative organized under Chapter 394, RSMo, to provide electric service to its members in Missouri.

C. Section 394.312.1, RSMo 2016, authorizes territorial agreements between rural electric cooperatives and electrical corporations. Before becoming effective, territorial agreements must receive Commission approval by report and order.⁶

D. The Commission need not hold a hearing if, after proper notice and opportunity to intervene, no party requests such a hearing.⁷ The Commission may approve the application if it determines that approval of the territorial agreement, in total, is not detrimental to the public interest.⁸

E. Commission Rule 20 CSR 4240-4.017(1) requires that any person intending to file a case before the Commission file notice of the intended filing at least 60 days before the case is filed. Commission Rule 20 CSR 4240-4.017(1)(D) provides that the Commission may waive the 60-day notice filing requirement for good cause, including the affirmation of the parties that they have not had contact with the Commission about the application within 150 days before filing the application.

F. Pursuant to Commission Rule 20 CSR 4240-2.080(18), a pleading may be amended within ten days of filing, unless a responsive pleading has already been filed,

⁵ Section 386.020(15), RSMo 2016.

⁶ Section 394.312.4, RSMo 2016.

⁷ *State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission*, 776 S.W.2d 494 (Mo. App. W.D. 1989).

⁸ Section 394.312.5, RSMo 2016.

or at any time by leave of the Commission. Under the rule, parties are allowed ten days from the amended pleading filing date in which to respond.

DECISION

No parties have responded to Joint Applicants' Amended Application; therefore, the Commission will grant leave for the Amended Application to be submitted.

No existing customers of either Ameren Missouri or Tri-County will be affected by this territorial agreement. No parties oppose approval of the agreement, and no requests to intervene have been filed. No party has requested a hearing; therefore, none is necessary for the Commission to make a determination on the application.

The Commission finds that approval of the territorial agreement is not detrimental to the public interest in that it prevents future installations of duplicative electric service facilities, thus enhancing public safety and community aesthetics. Accordingly, the Commission will approve the territorial agreement.

The Commission will grant Joint Applicants' request for waiver of the 60-day case filing notice requirement under Commission Rule 20 CSR 4240-4.017. The Commission finds good cause exists for waiver based on Joint Applicants' verified declarations that they had no communication with the Commission regarding substantive issues likely to arise in this file within 150 days before filing their application.

So that the territorial agreement may be enacted as soon as possible, the Commission will grant the request for expedited treatment. Therefore, the Commission finds it reasonable to make this report and order effective in less than 30 days.

THE COMMISSION ORDERS THAT:

1. Joint Applicants are granted leave to file their *Amended Joint Request for Waiver and Amended Application for Approval of a Territorial Agreement*.
2. The territorial agreement between the Joint Applicants, attached to the *Amended Joint Request for Waiver and Amended Application for Approval of a Territorial Agreement* as Revised Appendix A with Revised Exhibits A and B, and attached to this Order, is approved.
3. No later than March 29, 2024, Ameren Missouri shall file revised tariff sheets that reflect the change in its certificated electric service area in Adair County resulting from this Order.
4. No ratemaking determinations are made as part of this Order.
5. The 60-day notice of case filing requirement is waived for good cause found pursuant to 20 CSR 4240-4.017(1)(D).
6. This order shall be effective on March 10, 2024.



BY THE COMMISSION

A handwritten signature in black ink that reads "Nancy Dippell".

Nancy Dippell
Secretary

Hahn, Ch., Rupp, Coleman, Holsman, and
Kolkmeier CC., concur and certify compliance
with the provisions of Section 536.080, RSMo (2016).

Seyer, Regulatory Law Judge

TERRITORIAL AGREEMENT

Between

UNION ELECTRIC COMPANY

d/b/a Ameren Missouri

and

TRI-COUNTY ELECTRIC COOPERATIVE ASSOCIATION

TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of January, 2024, by and between Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, with its principal office located at 1901 Chouteau Avenue, St. Louis, Missouri ("Ameren Missouri") and Tri-County Electric Cooperative Association, a Missouri rural electric cooperative organized and existing pursuant to Chapter 394, RSMo. with its office located at 16894 US Highway 63, Lancaster, Missouri ("Tri-County"). Ameren Missouri and Tri-County shall hereinafter be referred to, each individually, as "Party," and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, Ameren Missouri and Tri-County are authorized by law to provide electric service within certain areas of Missouri, including Adair County; and

WHEREAS, Sections 394.312 and 416.041 RSMo., provides that competition to provide retail electrical service as between rural electric cooperatives such as Tri-County and electrical corporations such as Ameren Missouri may be displaced by written territorial agreements; and

WHEREAS, Ameren Missouri and Tri-County desire 1) to promote the orderly development of retail electrical service within a portion of Adair County, Missouri, 2) to avoid unnecessary duplication of electrical facilities therein, and 3) to assist in minimizing territorial disputes between themselves; and

WHEREAS, Ameren Missouri and Tri-County believe that this Agreement is beneficial to the public interest; and

WHEREAS, this Agreement does not require any customer of either Ameren or Tri-County to change its supplier; and

NOW, THEREFORE, Ameren Missouri and Tri-County, in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. **Description of Territory Affected.**

A. This Agreement pertains only to the attached description of the tracts of land in Adair County in and around the City of Kirksville, Missouri. For purposes of this Agreement, the tracts allocated to Tri-County as its Service Area shall be referred to as described in the attached legal description as Exhibit A. The tracts allocated to Ameren Missouri as its Service Area shall be referred to as described in the attached legal description as Exhibit B.

B. This Agreement shall have no effect whatsoever upon service by Tri-County or Ameren Missouri in any areas other than Tract 1, Tract 2, and Tract 3, (collectively, "Tracts"), as so described in Exhibits A and B.

C. The Parties anticipate that all or parts of the Tracts may become annexed into the incorporated limits of the City of Kirksville and will thus cease to be a "rural area" as defined by Section 394.020(3) RSMo, or that the Tracts may already be annexed into the City of Kirksville.

D. The attached Exhibit C contains the map of the respective service territories.

2. **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.

A. **Agreement** shall mean this document including any appendices or exhibits.

B. **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that 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.

C. **Effective Date** of this Agreement shall be effective date of an order issued by the Missouri Public Service Commission ("Commission") pursuant to Section 394.312 approving this Agreement.

D. **Electric Power Provider** shall mean any other electric corporation and/or rural electric cooperative.

F. **Existing Structure** shall mean any structure that receives electric energy from either Party, prior to or on, the Effective Date of this Agreement. This term shall also mean (i) any replacement of an Existing Structure (“Replacement Structure”), provided that said Replacement Structure is (a) located completely within the boundary of the property on which the Existing Structure is located, (b) used for the same purpose as the Existing Structure it is replacing, and (c) the Existing Structure is totally removed from the property within six months of completion of the Replacement Structure;

(ii) any maintenance, repair, remodeling, or partial replacement of an existing structure; and

(iii) Any contiguous expansion of an Existing Structure.

G. **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body and industry-recognized guidelines and professional standards.

H. **New Outbuilding** shall mean, if the Existing Structure’s purpose is residential, that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.

I. **New Structure** shall mean (i) any Structure that did not receive electric energy from either Party, prior to or on, the Effective Date of this Agreement and (ii) the replacement of an Existing Structure with a Structure that does not satisfy the definition of Existing Structure set forth herein.

J. **Structure** shall mean an agricultural, residential, commercial, industrial, or other building or a mechanical installation, machinery or apparatus, but shall not include customer-

owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.

K. **Permanent Service** shall mean electrical service provided through facilities which have been permanently installed on a structure and which are designed to provide electric service for the structure's anticipated needs for the indefinite future, as contrasted with facilities installed temporarily to provide electrical service during construction.

3. **Exclusive Service Areas Established.**

A. Pursuant to Section 394.312, this Agreement designates the boundaries of a portion of electric service area of Ameren Missouri and Tri-County in Adair County and in and around the City of Kirksville, Missouri, and only for purposes of this Agreement. Ameren Missouri agrees not to serve New Structures in the areas described in Section 4, hereinafter referred to as the "Exclusive Service Areas of Tri-County." Likewise, Tri-County agrees not to serve New Structures in the areas described in Section 5, hereinafter referred to as the "Exclusive Service Areas of Ameren Missouri." The Parties recognize and agree that this Agreement shall not apply to any service area not designated as an exclusive service area in Section 4 or 5.

B. Except as provided expressly herein, after the Effective Date, as between the Parties, each Party shall have the exclusive right to furnish electric service to all New Structures located within its respective exclusive service area described in Sections 4 and 5 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 New Structures or for use within the exclusive service area of the other Party, either directly or indirectly, including through a parent, affiliate, or subsidiary of Ameren Missouri or Tri-County, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.

C. Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.

D. During the time period between the execution of this Agreement and the Effective Date of this Agreement, neither Party shall construct primary or secondary electric

facilities within the territory assigned exclusively to the other pursuant to this Agreement, (1) unless ordered to do so by the Commission or a court of competent jurisdiction, or (2) unless it is a necessary part of the provision of service to its customers in other areas; provided, however, that any such construction is within a previously established easement obtained for the purpose of providing service in other areas.

E. The Parties recognize and agree that this Agreement places limits on the Parties' abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement, (e.g., retail customers are permitted to choose their suppliers of electric energy), nothing in this Agreement shall be construed to limit in any way the ability of either Party to furnish electric energy to Existing Structures located in the exclusive service area of the other Party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the Party in whose exclusive service area the Structures are located. Further, in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both Parties agree to negotiate in good faith changes to this Agreement with the intention of maintaining the benefits of their previous bargain to the extent practicable. The Parties further agree to cooperate in obtaining the Commission's approval of any such modified agreement, if necessary, by making a joint application requesting such Commission approval and any other required filings related thereto.

F. In the event that a New Structure is located on the territorial boundary between Tri-County's and Ameren Missouri's service territory as described in this Agreement and supporting exhibits, the New Structure shall be served by the Party whose territory includes the point at which the electrical service enters the New Structure.

G. A Party may provide electric service to a New Outbuilding located in the exclusive service area of the other Party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that Party's Customer's Structure is located, and the New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other Party consents in writing. This section shall not apply to a Customer who receives electric service from both Ameren Missouri and Tri-County on the same tract of land, and requests additional

electric service. The New Outbuildings for these Customers shall be served by the designated exclusive service provider, unless the Customer, Ameren Missouri, and Tri-County agree otherwise and follow the procedures set out in Section 8, Exception to Procedure.

H. When the Parties cannot agree on the boundaries of the service area as described within this Agreement, they may, by mutual consent of all Parties involved, petition the Commission to determine the boundaries and such determination shall be binding on all Parties.

I. This Agreement does not purport to affect the rights of any Electric Power Provider not a party to this Agreement.

4. **Exclusive Service Area of Tri-County**

This agreement concerns only the properties identified herein by Tri-County and Ameren Missouri. For the purposes of this Agreement, the Exclusive Service Area of Tri-County, as between the Parties under this Agreement, shall be the areas in in Adair County and in and around the City of Kirksville, Missouri described on Exhibit A attached hereto and incorporated herein.

5. **Exclusive Service Area of Ameren Missouri**

This agreement concerns only the properties identified herein by Tri-County and Ameren Missouri. For the purposes of this Agreement, the Exclusive Service Area of Ameren Missouri, as between the Parties under this Agreement, shall be the areas in in Adair County and in and around the City of Kirksville, Missouri described on Exhibit B attached hereto and incorporated herein.

6. **Right to Construct Facilities**

This Agreement shall in no way impair or affect either Party's right to construct such electric generation, distribution, and transmission facilities within the designated exclusive 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 Laws and Regulations.

7. **Location of A Structure**

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.

8. **Exception to Procedure**

A. The Parties may from time to time agree to allow a New Structure or Existing Structure to receive service from one Party even though the Structure is located in the exclusive service territory of another Party. Any such agreement shall be made in the form of a mutually agreeable addendum hereto ("Addendum") and conform to all applicable legal and regulatory requirements, including but not limited to Section 394.312. The Parties may agree to exceptions on a case-by-case basis or as part of a combined agreement and shall make best efforts to advise Commission staff ("Staff") of any Addendum prior to filing with the Commission, to the extent such a filing is required. Upon filing of any addendum for approval with the Commission, the Parties shall file a service copy with the Staff and the Office of the Public Counsel.

B. Each Party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 394.315, 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.

C. Each Addendum shall consist of a statement identifying the Structure or Structures implicated, the Party to serve the Structure or Structures, the justification for the Addendum, and indicating that the Parties support the Addendum. If the Staff, Office of the Public Counsel or other intervenor party does 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 the Office of the Public Counsel have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid Parties.

9. **Condition Precedent – Regulatory Approvals**

This Agreement is conditioned upon receipt of approval of it by the Commission with no changes, or those changes which have been expressly agreed to by Ameren Missouri and Tri-County. Either Party may file an application for rehearing or other document with the Commission prior to the effective date of a Commission order approving this Agreement if the Party objects to the form or content of the Commission's order approving the Agreement. If neither Party files such an application for rehearing or document prior to the effective date of the Commission order approving this Agreement, it shall be presumed that the approval is satisfactory in form and content to both Parties.

10. **Term**

The term of this Agreement shall be perpetual, unless terminated by the Parties in accordance with Section 11, Termination.

11. **Termination**

A. **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Ameren Missouri and Tri-County.

B. **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice, signed by both Ameren Missouri and Tri-County, of their decision to terminate this Agreement.

C. **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein, each Party shall pay the costs and expenses, except those costs outlined and assigned in Section 12.O. below, 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.

12. **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 overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving Party at the following address:

If to Tri-County:

TRI-County ELECTRIC COOPERATIVE
ASSOCIATION
Attention:
Michael Scheib, General Manager
16894 US-63
Lancaster, MO 63548
Phone: 660-457-3733

If to Ameren Missouri:

UNION ELECTRIC COMPANY
Attention:
Director, Northeast Missouri Division
200 Callahan Road
Wentzville, MO 63385
Phone: 636-639-8201

With a copy to:
Union Electric Company
Director and Associate General Counsel,
Missouri Regulatory
1901 Chouteau Avenue
MC 1310
St. Louis, Missouri 63103

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 email, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

12. **Miscellaneous**

A. **Assignment.** This Agreement shall be binding on the Parties and all subsidiaries, successors, assigns and corporate parents or affiliates of Ameren Missouri and Tri-County. 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.

B. **Governing Law.** 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, without giving effect to its principles reflecting conflicts of laws.

C. **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, and signed by both Parties and approved by the Commission.

D. **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.

E. **Impact of Commission or Court Orders.** 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.

F. **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

G. **No Waiver.** If a Party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a Party has failed to require strict performance of an obligation

under this Agreement, such action shall not release the other Party from any other obligation under this Agreement, or the same obligation on any other occasion.

H. **Further Assurances.** The Parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.

I. **Ameren Missouri's Service Territory Outside This Agreement.** Ameren Missouri has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Ameren Missouri 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.

J. **Tri-County's Service Territory Outside This Agreement.** Tri-County has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Tri-County 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.

K. **Land Description.** The land descriptions utilized in this Agreement are assumed by the Parties to be accurate and reliable and to match the maps being submitted; however, where there are maps and the map does not correspond with the metes and bounds description, the map shall be controlling.

L. **Modifications.** Neither the boundaries described in this Agreement nor any provision of this Agreement may be modified or repealed except by a signed writing of the Parties which is approved by all applicable regulatory authorities.

M. **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the Parties 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.

N. **Other Products and Services Not Affected.** This Agreement is limited to the distribution of electricity and shall in no way affect either Party's right to offer other products and services, including, but not limited to, gas service and internet service, to customers located in the Exclusive Service Area of the other Party. Neither shall this Agreement limit in any way a Party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other, as that Party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers.

O. **Cooperation.** Ameren Missouri and Tri-County agree to undertake all actions reasonably necessary to implement this Agreement. Ameren Missouri and Tri-County will cooperate in presenting a Joint Application to the Commission demonstrating that this Agreement is in the public interest. Tri County Electric Cooperative shall pay all the costs assessed by the Commission for seeking administrative approval of this Agreement.


P. **Right to Obtain Easements.** This Agreement shall not be construed to prevent either Party from obtaining easements or right of way through or in any part of the Service Area of the other if the acquisition of such easement or right of way is reasonably necessary to or desirable for the performance of the Party's duties to provide electric service to its customers in other areas.

Q. **Re-Platting.** The subsequent platting, re-platting, subdividing, re-subdividing, or re-naming of any parcel or subdivision covered by this Agreement shall not affect the respective rights of Ameren Missouri or Tri-County established by this Agreement.

R. **Entire Agreement.** This contract constitutes the entire agreement between the Parties relating to the allocation of service rights in the territory described herein. If the Commission does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 2nd
day of January, 2024.

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

By: 
Ryan Arnold
Vice President

Attest: _____

(seal)

TRI-COUNTY ELECTRIC
COOPERATIVE ASSOCIATION

By: 
Michael Scheib
General Manager

Attest: _____

(seal)

AMENDMENT NO. 1 TO TERRITORIAL AGREEMENT

This Amendment to the Territorial Agreement (“Amendment”) is dated as of February 1, 2024, by and between Union Electrics Company d/b/a Ameren Missouri (“Ameren Missouri”) and Tri-County Electric Cooperative Association (“Tri-County”) (Ameren Missouri and Tri-County shall hereinafter be referred to, each individually, as “Party,” and, collectively, as the “Parties”).

WHEREAS, Ameren Missouri and Tri-County are Parties to a territorial Agreement dated as of January 3, 2024, (the “Agreement;” all initially capitalized terms not otherwise defined in this Amendment shall have the same meaning as in the Agreement) and desire to amend the Agreement; and

WHEREAS, except as expressly amended herein, the Parties desire to ratify and confirm the terms of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. **Description of Territory Affected.** Section 1.B. on page 2 is deleted and replaced with the following:

B. This Agreement shall have no effect whatsoever upon service by Tri-County or Ameren Missouri in any areas other than Tract 1 and Tract 2 (collectively, "Tracts"), as so described in Revised Exhibits A and B.

2. **Revised Exhibits A and B.** Exhibits A and B are deleted and replaced with the attached Revised Exhibit A and Revised Exhibit B.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Tri-County Electrical Cooperative Association

By: Michael Schmitz

Union Electric Company d/b/a Ameren Missouri

By: Ryan Arnold

Ryan Arnold, Vice-President
Division Operations

Date: February 2, 2024

Date: February 2, 2024

REVISED EXHIBIT A
DESCRIPTION FOR TRI-COUNTY TERRITORY

A TRACT OF LAND LYING IN SECTIONS 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, AND 36 IN TOWNSHIP 63N, RANGE 15W AND IN SECTIONS 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, AND 36 IN TOWNSHIP 62N, RANGE 15W WEST OF THE 5TH PRINCIPAL MERIDIAN IN ADAIR COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; ALL OF SECTIONS 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, AND 27 EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 63N, RANGE 15W; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), SAID POINT ALSO BEING ON THE CITY LIMIT LINE OF KIRKSVILLE, MISSOURI; THENCE SOUTH ALONG THE CITY LIMIT LINE, 2,235 FEET; THENCE SOUTHEASTERLY ALONG THE CITY LIMIT LINE, 1,926 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE POINT OF BEGINNING; ALSO THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) AND THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28; ALSO ALL OF SECTION 29 EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 29 TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29; THENCE NORTH ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SAID POINT BEING ON THE CITY LIMIT LINE AND ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY "B"; THENCE NORTH ALONG THE CITY LIMIT LINE AND ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE EAST LINE OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 29 TO THE POINT OF BEGINNING; ALSO ALL THE WEST HALF OF SECTION 32 LYING NORTH OF STATE HIGHWAY 6; ALSO ALL OF SECTION 34 EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 34, 1,970 FEET TO THE CITY LIMIT LINE OF KIRKSVILLE; THENCE SOUTHEASTERLY ALONG THE CITY LIMIT LINE, 1,411 FEET; THENCE LEAVING THE CITY LIMIT LINE SOUTHEASTERLY TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE EAST LINE OF THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE SOUTH LINE OF SECTION 34; THENCE WEST ALONG THE SOUTH LINE OF SECTION 34 TO THE SOUTHWEST CORNER OF SECTION 34; THENCE NORTH ALONG THE WEST LINE OF SECTION 34 TO THE POINT OF BEGINNING; ALSO ALL OF SECTION 35; AND ALL OF SECTION 36 LYING IN TOWNSHIP 63N, RANGE 15W; ALSO ALL OF SECTION 1; ALL OF SECTION 2 EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE NORTH ALONG THE WEST LINE

OF SAID SECTION 2 TO THE NORTHWEST CORNER OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FRAC. 1/4) OF SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FRAC. 1/4) TO THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 63, SAID POINT ALSO BEING ON THE CITY LIMITS LINE IN SECTION 2; THENCE SOUTHERLY ALONG SAID MISSOURI STATE HIGHWAY 63 AND THE CITY LIMITS LINE TO THE NORTH LINE OF LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER (NW FRAC. 1/4) OF SAID SECTION 2; THENCE EAST ALONG THE CITY LIMITS LINE AND THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF THE EAST HALF (E 1/2) OF SAID LOT 1, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF STEER CREEK WAY; THENCE SOUTH ALONG THE CITY LIMITS LINE AND ALONG THE EAST RIGHT OF WAY LINE OF STEER CREEK WAY TO A POINT 75 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST, 750 FEET ALONG THE CITY LIMITS LINE AND 75 FEET PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG SAID CITY LIMITS LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH ALONG SAID EAST LINE AND THE CITY LIMITS LINE TO THE SOUTH LINE OF SECTION 2; THENCE WEST ALONG THE SOUTH LINE OF SECTION 2 TO THE SOUTHWEST CORNER OF SECTION 2 AND THE POINT OF BEGINNING; ALSO BEGINNING AT THE NORTHEAST CORNER OF SECTION 3, THENCE SOUTH ALONG THE EAST LINE OF SECTION 3 TO THE SOUTH LINE OF LOT 3 OF THE NORTHEAST FRACTIONAL QUARTER (NE FRAC. 1/4); THENCE WEST ALONG SAID SOUTH LINE, 2,335 FEET; THENCE NORTH TO THE NORTH LINE OF SECTION 3; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SECTION 3 AND THE POINT OF BEGINNING; ALSO ALL OF SECTION 11 EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SECTION 11, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 11, 3,141 FEET; THENCE SOUTH TO THE SOUTH RIGHT OF WAY LINE OF EAST ILLINOIS STREET IN SAID SECTION 11; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE CITY LIMITS LINE, 300 FEET; THENCE SOUTH CONTINUING ALONG THE CITY LIMITS LINE AND ALONG THE EAST RIGHT OF WAY LINE OF KIMBERLING DRIVE EXTENDED TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 11; THENCE EAST ALONG SAID SOUTH LINE AND THE CITY LIMITS LINE, 305 FEET; THENCE SOUTH ALONG THE CITY LIMITS LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4); THENCE WEST ALONG SAID NORTH LINE AND THE CITY LIMITS LINE TO THE EAST RIGHT OF WAY LINE OF HOLLIS WAY; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF PATTERSON STREET; THENCE CONTINUING SOUTH ALONG THE WEST RIGHT OF WAY LINE OF RADICAL RIDGE WAY TO THE SOUTH LINE OF SECTION 11; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 11 TO THE SOUTHWEST CORNER; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 11 TO THE NORTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING; ALSO ALL OF SECTION 12; ALL OF SECTION 13; AND ALL OF SECTION 14 EXCEPT THE WEST HALF (W 1/2) OF SAID SECTION 14 AND ANYTHING LYING WEST OF THE WEST RIGHT OF WAY LINE OF RADICAL RIDGE WAY; ALSO THAT PART OF SECTION 22 LYING IN THE SOUTHWEST QUARTER (SW 1/4) DESCRIBED AS BEGINNING AT A POINT 170 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) ; THENCE NORTH 162 FEET; THENCE WEST 170 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG THE SOUTH LINE OF SECTION 22, 170 FEET TO THE POINT OF BEGINNING; ALL OF SECTION 23 EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE EAST

ALONG THE NORTH LINE OF SAID SECTION 23 TO THE WEST RIGHT OF WAY LINE OF RADICAL RIDGE WAY; THENCE SOUTH TO THE SOUTHERLY RIGHT OF WAY LINE OF SHEPHERD AVENUE; THENCE WEST ALONG SAID RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SPENCER LANE; THENCE SOUTH ALONG THE CITY LIMITS LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE CITY LIMITS LINE TO THE WEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 63; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE WEST LINE OF SAID SECTION 23; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 23 TO THE NORTHWEST CORNER OF SAID SECTION 23 AND THE POINT OF BEGINNING; ALSO ALL OF SECTION 24; ALL OF SECTION 25; ALL OF SECTION 26; ALL OF SECTION 27 EXCEPT ANY PART LYING WEST OF THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY BUSINESS 63 AND THE CITY LIMIT LINE OF KIRKSVILLE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 27, 43 FEET TO THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY BUSINESS 63 AND THE CITY LIMIT LINE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE AND CITY LIMIT LINE TO A POINT 175 FEET NORTH OF THE SOUTH LINE OF SECTION 27; THENCE SOUTHEASTERLY ALONG THE CITY LIMIT LINE, 160 FEET TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF SECTION 27; THENCE SOUTHERLY ALONG THE CITY LIMIT LINE TO THE SOUTH LINE OF SECTION 27 SAID POINT BEING 145 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE WEST ALONG THE SOUTH LINE OF SECTION 27 TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27 TO THE NORTHWEST CORNER AND THE POINT OF BEGINNING; ALSO ALL OF SECTION 28 EXCEPT THE NORTH HALF (N 1/2), AND EVERYTHING LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 11 AND LYING EAST OF THE WEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY BUSINESS 63 AND THE CITY LIMIT LINE; ALSO ALL OF SECTION 29 EXCEPT EVERYTHING LYING EAST OF THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4), AND EVERYTHING LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 11; ALSO ALL OF SECTION 32; ALL OF SECTION 33, EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 33, 235 FEET TO THE CITY LIMIT LINE; THENCE WEST ALONG THE CITY LIMIT LINE TO THE WEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY BUSINESS 63; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND THE CITY LIMIT LINE TO THE NORTH LINE OF SAID SECTION 33; THENCE EAST TO THE NORTHEAST CORNER OF SAID SECTION 33 AND THE POINT OF BEGINNING; ALSO ALL OF SECTION 34 EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 34 TO THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY BUSINESS 63 AND THE CITY LIMIT LINE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE AND THE CITY LIMIT LINE, 250 FEET TO A POINT 110 FEET EAST OF THE WEST LINE OF SECTION 34; THENCE WEST TO THE WEST LINE OF SAID SECTION 34; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 34 TO THE NORTHWEST CORNER OF SAID SECTION 34 AND THE POINT OF BEGINNING; ALSO ALL OF SECTION 35, AND ALL OF SECTION 36, ALL LYING IN TOWNSHIP 62N, RANGE 15W, IN ADAIR COUNTY, MISSOURI.

REVISED EXHIBIT B
DESCRIPTION FOR AMEREN MISSOURI TERRITORY

A TRACT OF LAND LYING IN SECTIONS 27, 28, 29, 32, 33 AND 34 IN TOWNSHIP 63N, RANGE 15W AND IN SECTIONS 2, 3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 27, 28, 29, 33 AND 34 IN TOWNSHIP 62N, RANGE 15W WEST OF THE 5TH PRINCIPAL MERIDIAN IN ADAIR COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 28, TOWNSHIP 63N, RANGE 15W, SAID POINT ALSO BEING ON THE CITY LIMIT LINE OF KIRKSVILLE, MISSOURI; THENCE EAST TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) SAID POINT BEING ON THE CITY LIMIT LINE; THENCE SOUTH ALONG THE CITY LIMIT LINE, 2235 FEET; THENCE SOUTHEASTERLY ALONG THE CITY LIMIT LINE, 3,337 FEET; THENCE LEAVING THE CITY LIMIT LINE SOUTHEASTERLY TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SE 1/4); THENCE SOUTH TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF SAID SECTION 34, TOWNSHIP 63N, RANGE 15W; THENCE CONTINUING SOUTH TO THE NORTH LINE OF LOT 2 OF THE NORTHEAST FRACTIONAL QUARTER (NE FRAC. 1/4) OF SECTION 3, TOWNSHIP 62N, RANGE 15W; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 3; THENCE CONTINUING EAST TO THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 63, SAID POINT ALSO BEING ON THE CITY LIMITS LINE IN SECTION 2; THENCE SOUTHERLY ALONG SAID MISSOURI STATE HIGHWAY 63 AND THE CITY LIMITS LINE TO THE NORTH LINE OF LOT 1 OF THE NORTHWEST FRACTIONAL QUARTER (NW FRAC. 1/4) OF SAID SECTION 2; THENCE EAST ALONG THE CITY LIMITS LINE AND THE NORTH LINE OF SAID LOT 1 TO THE WEST LINE OF THE EAST HALF (E 1/2) OF SAID LOT 1, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF STEER CREEK WAY; THENCE SOUTH ALONG THE CITY LIMITS LINE AND ALONG THE EAST RIGHT OF WAY LINE OF STEER CREEK WAY TO A POINT 75 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST, 750 FEET ALONG THE CITY LIMITS LINE AND 75 FEET PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG SAID CITY LIMITS LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SE 1/4); THENCE SOUTH ALONG SAID EAST LINE AND THE CITY LIMITS LINE TO THE SOUTH RIGHT OF WAY LINE OF EAST ILLINOIS STREET IN SECTION 11; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE CITY LIMITS LINE, 300 FEET; THENCE SOUTH CONTINUING ALONG THE CITY LIMITS LINE AND ALONG THE EAST RIGHT OF WAY LINE OF KIMBERLING DRIVE EXTENDED TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 11; THENCE EAST ALONG SAID SOUTH LINE AND THE CITY LIMITS LINE, 305 FEET; THENCE SOUTH ALONG THE CITY LIMITS LINE TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SE 1/4); THENCE WEST ALONG SAID NORTH LINE AND THE CITY LIMITS LINE TO THE EAST RIGHT OF WAY LINE OF HOLLIS WAY; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT

OF WAY LINE OF PATTERSON STREET; THENCE CONTINING SOUTH ALONG THE WEST RIGHT OF WAY LINE OF RADICAL RIDGE WAY TO THE SOUTH RIGHT OF WAY LINE OF SHEPHERD AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE CITY LIMITS LINE TO THE EASTERLY RIGHT OF WAY LINE OF SPENCER LANE; THENCE SOUTH ALONG THE CITY LIMITS LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE CITY LIMITS LINE TO THE WEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 63; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE WEST LINE OF SECTION 23, TOWNSHIP 62N, RANGE 15W; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF SECTION 22 TO A POINT 170 FEET EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE NORTH 162 FEET; THENCE WEST 170 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 11 AND ALSO THE CITY LIMIT LINE; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE AND THE CITY LIMIT LINE TO A POINT 175 FEET NORTH OF THE SOUTH LINE OF SECTION 27; THENCE SOUTHEASTERLY ALONG THE CITY LIMIT LINE, 160 FEET TO A POINT 25 FEET NORTH OF THE SOUTH LINE OF SECTION 27; THENCE SOUTHERLY ALONG THE CITY LIMIT LINE TO THE SOUTH LINE OF SECTION 27 SAID POINT BEING 145 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE SOUTHERLY ALONG THE EAST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 63 AND THE CITY LIMIT LINE, 250 FEET TO A POINT 110 FEET EAST OF THE WEST LINE OF SECTION 34; THENCE WEST CONTINUING ALONG THE CITY LIMIT LINE, 120 FEET; THENCE NORTHERLY ALONG THE CITY LIMIT LINE AND THE WESTERLY RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY BUSINESS 63, 260 FEET TO THE SOUTH LINE OF SECTION 28; THENCE NORTHEASTERLY ON THE CITY LIMIT LINE AND SAID WESTERLY RIGHT OF WAY LINE, 195 FEET; THENCE NORTH AND NORTHWESTERLY CONTINUING ALONG THE CITY LIMIT LINE AND THE WEST RIGHT OF WAY OF MISSOURI STATE HIGHWAY BUSINESS 63 TO THE SOUTH RIGHT OF WAY LINE OF COUNTY HIGHWAY 11; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE EAST HALF (E 1/2) OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 29; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SECTION 29; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 29 TO THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY "H"; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 17 SAID POINT ALSO BEING ON THE CITY LIMIT LINE; THENCE NORTH ALONG SAID CITY LIMIT LINE TO A POINT 150 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND BEING ON THE WEST RIGHT OF WAY LINE STATE HIGHWAY "H"; THENCE WEST ALONG THE CITY LIMIT LINE, 200 FEET; THENCE SOUTHWESTERLY ON THE CITY LIMIT LINE AND 200 FEET PARALLEL TO THE WEST RIGHT OF WAY LINE OF SAID STATE HIGHWAY "H" TO A POINT 75 FEET NORTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE WEST ALONG THE CITY LIMIT LINE AND 75 FEET PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) TO THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4); THENCE NORTH ALONG THE CITY LIMIT LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4); THENCE WEST ALONG THE CITY LIMIT LINE AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) TO THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); THENCE NORTH ALONG THE CITY LIMIT LINE TO THE NORTHWEST CORNER OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF

SAID SECTION 17; THENCE EAST ALONG THE CITY LIMIT LINE AND ALONG THE SOUTH LINE OF SECTION 8 TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4); THENCE NORTH ALONG THE CITY LIMIT LINE AND THE WEST LINE OF THE EAST HALF (E 1/2) OF SECTION 8 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 8; THENCE WEST ALONG THE CITY LIMIT LINE AND ALONG THE SOUTH LINE OF SECTION 5 TO THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE CITY LIMIT LINE AND ALONG THE WEST LINE OF SECTION 5 TO THE NORTHWEST CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG THE CITY LIMIT LINE AND THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE NORTHEAST CORNER OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE NORTH ALONG CITY LIMIT LINE AND THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE EAST ALONG THE CITY LIMIT LINE AND THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4); THENCE NORTH ALONG THE CITY LIMIT LINE AND THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4), 2420 FEET; THENCE NORTHWESTERLY ON THE CITY LIMIT LINE, 735 FEET; THENCE NORTH ALONG THE CITY LIMIT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTION 32 AND THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) SAID POINT ALSO BEING ON THE CITY LIMIT LINE AND ON THE SOUTH RIGHT OF WAY OF STATE HIGHWAY "B"; THENCE EAST TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), SAID POINT BEING ON THE CITY LIMIT LINE; THENCE NORTH ALONG THE CITY LIMIT LINE AND ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) TO THE EAST LINE OF SECTION 29; THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 29th day of February 2024.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

February 29, 2024

File/Case No. EO-2024-0208

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Nancy Dippell
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.