

In the Matter of the Application of Co-Mo Electric Cooperative, et al.

Procedural Conference Before:

Judge John T. Clark

June 21, 2022

Vol 01

PHIPPS REPORTING

Raising the Bar!

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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Procedural Conference, via WebEx

June 21, 2022

Jefferson City, Missouri

Volume 1

In the Matter of the)
Application of Co-Mo Electric)
Cooperative for Approval of) File No. EO-2022-0190
Designated Service Boundaries)
Within Portions of Cooper)
County, Missouri)

In the Matter of the Joint)
Application of Co-Mo Electric)
Cooperative and Union Electric) File No. EO-2022-0332
Company d/b/a Ameren Missouri)
for an Order Approving a)
Territorial Agreement in)
Cooper, Cole, and Moniteau)
Counties, Missouri)

JOHN T. CLARK, Presiding
SENIOR REGULATORY LAW JUDGE

REPORTED BY:
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A P P E A R A N C E S

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1 JUDGE CLARK: Today's June 21st, 2022 and
2 the current time is 10:00 a.m. The Commission has set
3 aside this hearing -- or this time for this procedural
4 conference in the following cases: In the matter of
5 the application of Co-Mo Electric Cooperative for
6 approval of designated service boundaries within
7 portions of Cooper County, Missouri, which is File
8 Number EO-2022-0190; and In the matter of the joint
9 application of Co-Mo Electric Cooperative and Union
10 Electric Company, doing business as Ameren Missouri
11 for an order approving a territorial agreement in
12 Cooper, Cole and Moniteau Counties, Missouri. And
13 that is File Number EO-2022-0332.

14 My name's John Clark and I'm the
15 Regulatory Law Judge overseeing this matter. I'm
16 going to begin by asking the attorneys for the parties
17 to enter their appearance beginning with Co-Mo
18 Electric Cooperative.

19 MS. RAY: This is Megan Meghan Ray on
20 behalf of Co-Mo.

21 JUDGE CLARK: Thank you, Ms. Ray. Ameren
22 Missouri.

23 MR. LOWERY: Jim Lowery on behalf of
24 Ameren Missouri.

25 JUDGE CLARK: Thank you, Mr. Lowery.

1 Commission Staff.

2 MR. GRAHAM: This is Paul Graham on
3 behalf of the Commission Staff.

4 JUDGE CLARK: On behalf of Office of
5 Public Counsel.

6 MR. POSTON: Yes. Marc Poston for Office
7 of Public Counsel.

8 JUDGE CLARK: Are there any other parties
9 present or intervenors? I don't think there are so we
10 will go on.

11 Staff filed a Motion to Suspend the
12 Filing Requirements of June 1st, 2022 Order, which was
13 a notice and filing order which I sent out in
14 EO-2022-0332, which is a case for approval of a
15 territorial agreement, which Staff correctly pointed
16 out that I opened sua sponte.

17 Now, I'm going to go first and kind of
18 ask a few questions and go through my thoughts on this
19 and then kind of get an idea from the parties how
20 they'd best like to proceed.

21 Now, it's my understanding and these --
22 this is for Co-Mo and Ameren. It's my understanding
23 viewing the testimony that April, May and June were
24 kind of the expected installation dates for water,
25 streets, sewer and utility by the developer in that

1 case; is that correct?

2 MS. RAY: Yes, Judge. That's correct.

3 JUDGE CLARK: And I was basing my
4 decision to transfer the territorial agreement into a
5 different case based on several factors, one of which
6 is that the notice requirements for the general public
7 and the General Assembly and such are different for a
8 territorial agreement then they are for the case
9 designating service boundaries.

10 And also, that notice -- that notice
11 requirement became different when the territorial
12 agreement addressed the two additional counties that
13 had not been addressed.

14 I did this quickly in an effort to try
15 and meet the developer's timetable because I know that
16 the developer's timetable, he had indicated in
17 testimony, was of paramount importance. At the same
18 time, it appears Staff had some issues with me doing
19 that.

20 Now, I had done that, at least to a large
21 degree, because the request for approval of the
22 stipulation also requested that the Commission approve
23 the territorial agreement concurrently.

24 Additionally, the agreement -- or the
25 motion thereto represented that it was unopposed by

1 Staff and OPC and that they would possibly be present
2 at any agenda meeting to answer Commission questions.
3 So I had assumed that they understood what was in the
4 territorial agreement at that point. So that's why I
5 broke that out into a different case.

6 So I guess having suspended the filing
7 requirements in regards to Staff filing a speedy
8 recommendation leaves us in a little bit of uncharted
9 territory. But it appears that everybody has an idea
10 of how this case is going to resolve.

11 So at this point I'm going to open this
12 up starting with Staff. How would you propose we
13 proceed at this point?

14 MR. GRAHAM: Thank you, Your Honor.
15 Mr. Keevil filed that motion on -- the motion to
16 suspend the filing requirements was filed on
17 June 13th. I was out of the country.

18 And so -- now Mr. Keevil at any point in
19 time understands these cases better than I do so I'm
20 not saying that he didn't understand it, but I think
21 he wanted to get something on file for my benefit
22 because I was out of the country.

23 I think that you have correctly stated,
24 at least from my point of view, the nature of the case
25 and the posture of the case. I think Mr. Keevil's

1 concern was though that we at a minimum -- I think
2 what -- you had set this thing for June 27th as a
3 deadline. I'm coming from memory on that, Your Honor,
4 but I believe that was right. Next Monday as a
5 deadline for Staff's report.

6 At a minimum, I think Staff will need a
7 metes and bounds description. Now, perhaps Co-Mo and
8 Ameren can address that and perhaps Mr. Keevil and I
9 have overlooked something in that regard. But I do
10 think that at least to the extent of a metes and
11 bounds description, we are missing something here
12 before Staff can -- or at least before we can get to
13 an order and Staff can formally recommend acceptance
14 of the parties' agreement.

15 Otherwise, Judge Clark, I think you --
16 and I'm sure the parties will correct me if I'm wrong,
17 but I do think that at least in principle and with
18 respect to most details, an accord has been -- an
19 agreement has been reached here.

20 So all of that adds up to how much time
21 is actually needed here. I think that's the substance
22 of the Judge's question. What do we really need in
23 the way of time to bring this thing across the finish
24 line?

25 From Staff's point of view, we need a

1 metes and bounds description. I think that there was
2 something -- well, I guess Mr. Keevil's concern was
3 that we did not actually have a formal application for
4 approval of the territorial agreement. I'm not so
5 upset about that. I think he was just laying out what
6 was not there that we would ordinarily expect to be
7 there.

8 So that's what I've got to say about it,
9 Judge Clark. I hope that's helpful.

10 JUDGE CLARK: I think that's very
11 helpful. I think that hits the nail on the head with
12 where we are. So at this point -- well, I'll just ask
13 Co-Mo and Ameren, starting with Co-Mo. How would
14 Co-Mo like to see things proceed at this point?

15 MS. RAY: Yeah, Judge, I agree with
16 Staff. I know we're waiting on a metes and bounds
17 description. And my understanding is that Co-Mo's
18 engineers have been working with Ameren's engineers
19 and I believe they're close to having that issue
20 resolved.

21 I see that we do have one of them on
22 here. I'm not privy as to the timeline for that so if
23 Jim also perhaps could ask.

24 MR. LOWERY: I don't know that -- I know
25 that our folks have been working with Mr. Schulte

1 cooperatively just to come up with which surveyor is
2 going to get hired and when that's going to happen.
3 But it was my understanding that as of yesterday, we
4 did get an estimate and a timeline from a surveyor
5 that Ameren has used on a regular basis. I believe
6 Co-Mo was also checking with theirs.

7 I think our timeline if we were to, say,
8 hire that individual now, or that company now, we're
9 looking at around early to mid-August and the work
10 would be done. But it's going to take that long
11 because --

12 JUDGE CLARK: I'm getting some background
13 noise. So if you're not actually talking to me or the
14 other parties right now, if you can mute, I'd
15 appreciate it.

16 MR. LOWERY: Yeah. So Judge, I think
17 early to mid-August, assuming that Co-Mo is in
18 agreement with hiring that particular company. I
19 haven't -- you know, Mr. Schulte or Ms. Ray will have
20 to address that. But I did -- we did get an estimate
21 of timeline and the costs yesterday. And the
22 companies are splitting the costs of this survey work.

23 JUDGE CLARK: And when you're talking
24 about costs, you're talking for what? For finalizing
25 the territorial agreement?

1 MR. LOWERY: Developing the metes and
2 bounds description. What we did, Judge, is we used
3 GIS -- you know, aerial photos and GIS and we drew the
4 boundaries. You know, I won't speak for Ms. Ray, but
5 I think she agrees with this. I think we thought that
6 that was sufficient and then we would just formalize
7 with a metes and bounds description and file that.
8 That's what the agreement provided for, that it would
9 just become a part of the agreement if the Commission
10 could approve it without that.

11 Now, I realize that traditionally perhaps
12 more specificity is given, although the rule doesn't
13 require metes and bounds description. It requires
14 additional information if the boundaries can't be, you
15 know, reasonably determined. I don't have the
16 language in front of me.

17 So our assumption was we didn't need the
18 metes and bounds description in order to get the
19 tariff approved, but certainly the Commission would
20 want to have that as part of the record and that's
21 what we had contemplated.

22 Staff's raising a different issue here
23 about that they don't feel like that they can make a
24 recommendation without it.

25 JUDGE CLARK: Well, I think -- I think

1 certainly when I initially looked at the motion and
2 stipulation and agreement, I thought that there might
3 be a way to do the stipulation and agreement without
4 the territorial agreement being involved, but not the
5 way it was written. So that was -- that was the
6 problem I ran into because it requested approval of
7 both.

8 So I think there's a couple different
9 ways this can proceed in that you can either revise
10 the motion and stipulation and agreement to not make
11 it dependent upon the approval of this territorial
12 agreement in such a direct way and then let the
13 territorial agreement proceed on its own in the case.

14 I do agree with Mr. Keevil that maybe I
15 jumped the gun perhaps a touch in moving it over and
16 issuing notice without requiring an application. But
17 what's done is done. So I'm going to ask that the
18 parties at least put -- I'm going to ask that Co-Mo at
19 least put an application in in the territorial
20 agreement. Do you believe that's unreasonable,
21 Ms. Ray?

22 MS. RAY: Absolutely not, Judge. We can
23 for sure do that.

24 JUDGE CLARK: Okay. And I'm not trying
25 to break it out into cases to double the filing fee.

1 I'm aware that there's a filing fee and I'm going to
2 see what I can do in terms of that. Because I
3 think -- I applaud everybody's efforts here to resolve
4 this without a hearing. I always think that when the
5 parties can reach an agreement, that's the best
6 possible outcome.

7 I have not given the Office of Public
8 Counsel an opportunity to weigh in yet, so at this
9 time I'd like to do so.

10 MR. POSTON: Thanks. You know, we didn't
11 have any issues with this territorial agreement
12 really, because it was my understanding there was no
13 actual customers being changed.

14 And so -- but we have been contacted
15 since then -- I think after this case got opened by
16 the City of Boonville and an economic development
17 group out of Cooper County. And they -- they're
18 concerned, one, just with notice. I don't know how
19 they found out about this, but they did have concern
20 with notice. And they are looking at this -- this
21 agreement to see if they do have any issues with it.

22 So my only ask is that to the extent, you
23 know, you set a time for interventions, that these
24 entities be given some time to look at the agreement
25 that was entered into to see if they have any issues

1 and want to intervene in this case.

2 JUDGE CLARK: I think that's very
3 reasonable and I think that's required. So yes, I
4 agree. Certainly when I reinstate the filing
5 requirements in this case, I will move those filing
6 requirements and extend the intervention deadline
7 accordingly to allow those parties to intervene.

8 But this is kind of exactly what I
9 contemplated with the enhanced notice requirement is
10 because that notice went out, even in the absence of a
11 formal application, it appears that interested parties
12 are taking an interest.

13 MR. BECK: Judge Clark, this is Dan Beck.

14 JUDGE CLARK: Yes, sir, Mr. Beck.

15 MR. BECK: Could I give a technical
16 viewpoint at this point? The descrip- -- the topic of
17 metes and bounds at its finest, it's a very technical
18 distance and angle from a given point and then
19 multiple distances and angles until you reach that
20 point back again. And in my 32 years of experience
21 with the PSC is that most people have no idea what to
22 do with that metes and bounds once they have it.

23 Conversely, the rule talks about the
24 possibility it's best to ask for a legal description.
25 And in my opinion, that is more general where you

1 would talk about, you know, following along the
2 highway, then along this road and you would still
3 maybe have, you know, a "go south approximately
4 600 yards" or whatever the number is, but you'd have
5 as many kind of standard descriptors as possible.

6 And so I guess -- I haven't talked to my
7 client about this, but I'm actually proposing sort of
8 two things. One is, is that we go for more of that
9 legal description that helps people out, pins it down,
10 but yet lets them have some understanding of it.

11 And then second, we -- the idea that
12 you'd need a surveyor. A surveyor is needed to do
13 distances and angles, but an engineer would --
14 professional engineer would be more than qualified to
15 provide that description in that more general
16 description that I've just given.

17 JUDGE CLARK: Okay. Thank you, Mr. Beck.
18 And that actually gives me an idea. So I see -- at
19 this point I see kind of two ways of moving forward
20 with this. One is the way I just mentioned, which is
21 to modify the stipulation and agreement in the 190
22 case so it's not as dependent on the immediate
23 approval of the territorial agreement. I don't
24 generally like that because what if something falls
25 apart with the territorial agreement.

1 The other is to -- is similar, but it's
2 basically just to try and flesh out the territorial
3 agreement sufficient that Staff could weigh in on it,
4 with the idea that you could amend it with metes and
5 bounds later on.

6 But again, I'm trying to meet the
7 requesting party's construction deadlines as much as I
8 possibly can. I don't want to further delay this
9 needlessly when everybody seems to be in agreement.

10 So of those two options, and there may be
11 others out there that could be suggested, what do
12 Co-Mo and Ameren believe they could reasonably do?

13 MR. LOWERY: Judge, this is Jim Lowery.
14 I mean it seems to me, and along the lines that
15 Mr. Beck indicated, the survey work, if I could call
16 it that, that I think was being contemplated -- and
17 Ms. Ray, you disagree with me if I have -- my
18 understanding's not right -- was not to go out with a
19 transom and, you know, actually measure those
20 distances.

21 It was to use publicly available
22 information and -- from existing deeds, et cetera and
23 draw up a legal description I think along the lines
24 that Mr. Beck is talking about. I think that is what
25 was contemplated.

1 Now, that still takes a significant
2 amount of effort and time. You've got to get in the
3 public records and you got to figure out your anchor
4 points and so on and so forth. But I think that was
5 what was contemplated.

6 My sense is that that will be fine for
7 Staff, although Mr. Graham can weigh in or he may have
8 to check with his people.

9 Perhaps if we could proceed along your
10 option two, but perhaps Co-Mo and Ameren and Staff
11 could visit about the technical aspects of what we're
12 planning to do, what we're planning to come up with
13 and see if Staff's okay with that, which I suspect
14 they will be, then I think your option two would work.

15 Now, that may still be a six- or
16 seven-week process. Like something -- it's not
17 something you can just sit down and do in a day. I
18 don't think Mr. Beck was suggesting that. But I don't
19 think it was -- it's not going out in the field and
20 doing days and weeks of field work to come up with
21 brand-new metes and bounds descriptions, I don't
22 think.

23 JUDGE CLARK: And what about divorcing
24 the approval of the territorial agreement, approval of
25 the stipulation as to this area?

1 MR. LOWERY: I mean I think we would
2 prefer not to do that because it's -- you know,
3 they're all sort of tied together, but.

4 JUDGE CLARK: Okay. Given what
5 Mr. Lowery said, Co-Mo, do you believe that you could
6 get together with them and hammer something out?

7 MS. RAY: Yes, absolutely, Judge. I
8 agree with what Mr. Lowery said.

9 JUDGE CLARK: Okay. Well, I guess at
10 this point there's not a lot to discuss here.

11 MR. LOWERY: Can I ask a clarifying
12 question, Judge? This is Jim Lowery.

13 JUDGE CLARK: Yes.

14 MR. LOWERY: So you had asked Ms. Ray to
15 file an application and I think she indicated she
16 would do that. You know, there are certain
17 requirements about listing other electric utilities in
18 an illustrative tariff. For example, you know --

19 JUDGE CLARK: If you look at how that's
20 written, I believe that's written that the
21 requirements for an electrical utility -- for
22 informing the other electrical utilities are similar
23 or the same as a CCN. Let's see how I address that.

24 MR. LOWERY: There's some -- there's some
25 similarities. There's some differences between those

1 rules as I read it. But I guess what I was asking was
2 if Co-Mo's going to submit an application, ultimately
3 if -- assuming this was all approved, we would file a
4 tariff amendment. We have -- we have -- in every
5 county we have our territories listed out by section,
6 township and range in each county. We would have to
7 update that.

8 I guess I'm just wondering what portions
9 of 20 CSR 4240-3.1.0 might you be waiving at this time
10 or not waiving? I'm just trying to get clarity on
11 exactly what submissions you think -- you think we
12 need to make at this point.

13 JUDGE CLARK: In the territorial
14 agreement?

15 MR. LOWERY: Yeah, in the territorial
16 agreement case.

17 JUDGE CLARK: Well, what I put in the
18 notice -- in the order directing notice is the statute
19 provides that notice of such filings shall be given to
20 other electrical suppliers pursuant to the rules and
21 regulations of the Commission governing applications
22 for certificates of public convenience and necessity.
23 No regulation contains any provision with notice with
24 regard to certificates of public convenience and
25 necessity.

1 Therefore, the Commission will order
2 notice delivered to elected official and published in
3 newspapers, set a deadline for intervention and direct
4 the filing of a Staff recommendation.

5 So that is as much as I believe -- I
6 believe that sufficiently meets the notice requirement
7 for territorial agreement as it's currently laid out.
8 The end product of a territorial agreement is a Report
9 and Order. It doesn't allow for just a standard order
10 approving a stipulation or anything like that. It
11 requires a Report and Order. And initially I
12 contemplated a Report and Order that would just
13 encompass both cases, but it doesn't seem like that's
14 going to be the best avenue.

15 What I kind of want to be sure of is when
16 I let everybody go today, that there's kind of -- you
17 know, that this isn't just kind of running. So I
18 don't, off the top of my head, have an answer for what
19 would be waived and what would not. Let's just assume
20 that the notice preceded the -- that the cart preceded
21 the horse in this case.

22 Mr. Graham indicated he did not have as
23 much a problem with that as perhaps Mr. Keevil did.
24 But I do believe that the basic application
25 information needs to be in there. So I do agree with

1 that.

2 MR. LOWERY: Okay. Thank you, Judge.

3 JUDGE CLARK: I don't know how --
4 that's -- that's not real specific, but that's what I
5 can give you.

6 MR. LOWERY: But you're contemplating
7 that Co-Mo files this application; is that right?

8 JUDGE CLARK: I don't -- I don't really
9 care if you file it -- if one of you files it, if you
10 file it jointly. Jointly might make a lot of sense
11 since you're -- it's part of a stipulation and it is
12 what resolves your dispute to at least a large degree.

13 So if you want to file it jointly, that
14 would probably be best. But if Co-Mo wants to file
15 it, I certainly think that they're the moving party in
16 the 190 case. So in answer to your question, I don't
17 care.

18 MS. RAY: I think Co-Mo would prefer it
19 be joint, Jim. Is that okay with you?

20 MR. LOWERY: Yeah, I think so. We can
21 figure it out.

22 MS. RAY: Okay. Thanks.

23 JUDGE CLARK: Why don't we -- I just
24 don't want to let this get out of hand too much with
25 the timetable that is desired clicking away. So can

1 we at least before I -- I'm going to wait until an
2 application comes in before I reorder a Staff rec
3 and -- and reset an intervention deadline. And I may
4 notice the counties again. I don't know. I'll take a
5 closer look at that.

6 But I don't want to lose track of this.
7 So can we at least agree to on a date by which a
8 status report gets filed in this? And I'm thinking --
9 does anybody have a problem or think that this can't
10 get at least that far by the 1st of July?

11 MR. LOWERY: Seems doable to me.

12 MS. RAY: That's fine with Co-Mo.

13 JUDGE CLARK: And I'm not going to issue
14 a written order because I'm just going to do it
15 verbally here. I'm going to -- and I'll make a note
16 to expect it. I'll expect a status report from the
17 parties no later than July 1st.

18 MR. GRAHAM: What day of the week is
19 that?

20 JUDGE CLARK: That is a Friday.

21 MR. GRAHAM: Okay.

22 JUDGE CLARK: I know Staff has said that
23 they do not want me to order anything on Friday
24 because so many things come up on Friday.

25 MR. GRAHAM: I wasn't implying that. I

1 just was just asking. Friday's fine.

2 JUDGE CLARK: That's fine. I can make
3 it -- I'm happy to do Thursday, the 30th, but that
4 cuts a day off. Or if you want me to go into the
5 following week, I can do the 6th or 7th. I don't
6 really -- that's a holiday week, so I don't want to
7 run ripshod over that.

8 MR. GRAHAM: July 1st is fine. I think
9 as a practical matter what we really want to know is
10 where we are on that metes and bounds description.

11 Just to explain, my heartburn was not --
12 I shouldn't admit this, but I can conceive of myself
13 sitting as judge writing that order and not having an
14 adequate application. That's a concern for a judge.
15 On the other hand, the concern for Staff is the metes
16 and bounds description. That's where we get into the
17 real guts and nuts and bolts of whether we're going to
18 recommend this thing. So and all of that figures into
19 that deadline.

20 But, you know, the parties can get their
21 application in as soon as they can get their
22 application in. I know from other cases I'm involved
23 in though that there's a real jam up on getting
24 surveys done at this time of year and because of
25 everything else that's going on in the world. So I

1 didn't mean to elongate this meeting, but July 1 is
2 fine.

3 JUDGE CLARK: Okay. Well, I'm just going
4 to say I think you'll find me extremely flexible. I
5 have no problem juggling and keeping balls in the air.

6 And I have no problem working with the
7 parties as long as I believe there's enough fleshed
8 out sufficiently for the Commission to approve
9 something without having to backtrack later or without
10 having an agreement fall apart because a territorial
11 agreement eventually just doesn't work.

12 So that's my real concern even more so
13 and above the application is that the Commission end
14 up approving some sort of stipulation that ends up
15 falling apart because of a territorial agreement that
16 can't quite reach fruition.

17 So I will look for an application and a
18 status report from the parties on July 1st. And I'm
19 running on the assumption that you will be able to at
20 least talk to each other before then and kind of
21 figure out from your perspective how this case needs
22 to proceed towards -- well, how these cases need to
23 proceed so that they both wrap up timely.

24 I'm not hearing anything, so I'm going to
25 just move on.

1 MR. GRAHAM: Fine with Staff.

2 JUDGE CLARK: Okay. Thank you,
3 Mr. Graham.

4 MR. LOWERY: Yes. Very well, Judge, from
5 Ameren.

6 JUDGE CLARK: Okay. Are there any other
7 issues or matters that need to be addressed by the
8 Commission at this time?

9 MR. GRAHAM: Judge, are you going to go
10 ahead -- and maybe you said you were -- issue some
11 kind of an order setting deadlines for interventions?
12 I think Mr. Poston mentioned -- and if he -- I
13 think -- I was getting a bad connection here, but
14 Staff has also received these communications from
15 folks that seem to have -- there's seriously placed
16 individuals in the process with some questions. Did
17 the order that you issue actually set a deadline for
18 interventions?

19 JUDGE CLARK: It did. But when I
20 suspended all filing requirements, that would be
21 inclusive of that intervention because that is a
22 filing requirement. I had set an intervention and a
23 deadline date for recommendation for both of them at I
24 believe June 15th. So that was the original date for
25 those. Both of those are suspended.

1 MR. GRAHAM: Do you think another one
2 needs to go out though with respect to interventions
3 then? I wouldn't want to get down the line and have
4 all our homework and everything else done and discover
5 that maybe we still have an inadequate notice
6 situation because we never did get an intervention
7 order in place that was left in place.

8 So you asked for last comments here and
9 sorry that I haven't completely reflected on that, but
10 that one jumped out at me.

11 JUDGE CLARK: I think that's a good
12 comment. I don't -- I think it's reasonable and I
13 think you're correct. So I think what will happen is
14 I will wait until there's an application and then I
15 will re-send out a notice.

16 I will take a closer look at the notice
17 requirement of this statute and see that it is
18 fulfilled. I think it was by this order, but I'll run
19 that up the pole and see that other parties -- or that
20 other judges and the Commission agree.

21 I probably will re-issue a -- once I
22 receive an application for the territorial agreement,
23 I will reissue a notice, a request for Staff to submit
24 a recommendation, and provide a sufficient
25 intervention deadline so that any of these parties

1 that OPC had mentioned will be able to intervene
2 should they so choose.

3 I'm sorry. I went off track there so I
4 think that answers your question. I will issue notice
5 once I have an application.

6 MR. GRAHAM: All right. Thanks.

7 JUDGE CLARK: I'm trying to think. There
8 was one other thing that popped out to me. Well, I've
9 lost it.

10 So we'll just go with the status report
11 July 1st, if everybody will let me know where the
12 parties are in regard to this. The way it is now, I
13 see these being approved in tandem because at least
14 the way they're written right now, they are dependent.

15 So I would anticipate both orders both
16 for the territorial agreement and for the stipulation,
17 going to the same agenda. That would at least be my
18 preference. Anything else the Commission needs to
19 address at this point?

20 MR. GRAHAM: Not from Staff.

21 MS. RAY: Not from Co-Mo. Thank you,
22 Judge.

23 MR. LOWERY: Not from Ameren. Thank you,
24 Judge.

25 JUDGE CLARK: Anything from OPC?

1 MR. POSTON: No, thank you.

2 JUDGE CLARK: Okay. Then I would like to
3 thank you all for taking your time out on such short
4 notice to appear here today so that we can attempt to
5 work this out. I'm sorry if I created that unusual
6 situation in any way. I'm just doing my best at this
7 point to try and resolve this in a way that is
8 agreeable to the parties and meets the developer's
9 timeline. So with that, we'll go off the record and
10 we're adjourned.

11 (Whereupon, the proceedings concluded at
12 10:33 a.m.)

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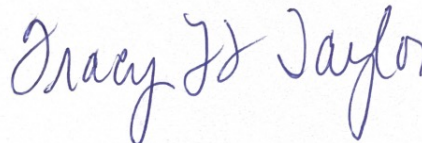
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CERTIFICATE OF REPORTER

STATE OF MISSOURI)
COUNTY OF BOONE)

I, Tracy Taylor, CCR, CRR, RPR, do hereby
certify that I was authorized to and did
stenographically report the foregoing proceeding; and
that the transcript pages 1 through 27 is a true
record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative,
employee, attorney, or counsel of any of the parties,
nor am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am
I financially interested in the action.



Tracy Thorpe Taylor, CCR, CRR, RPR

<hr/> <p style="text-align: center;">1</p> <hr/> <p>1 23:1</p> <p>10:33 27:12</p> <p>15th 24:24</p> <p>190 14:21 20:16</p> <p>1st 21:10,17 22:8 23:18 26:11</p> <hr/> <p style="text-align: center;">2</p> <hr/> <p>20 18:9</p> <hr/> <p style="text-align: center;">3</p> <hr/> <p>30th 22:3</p> <p>32 13:20</p> <hr/> <p style="text-align: center;">4</p> <hr/> <p>4240-3.1.0 18:9</p> <hr/> <p style="text-align: center;">6</p> <hr/> <p>600 14:4</p> <p>6th 22:5</p>	<hr/> <p style="text-align: center;">7</p> <hr/> <p>7th 22:5</p> <hr/> <p style="text-align: center;">A</p> <hr/> <p>a.m. 27:12</p> <p>absence 13:10</p> <p>absolutely 11:22 17:7</p> <p>actual 12:13</p> <p>address 17:23 26:19</p> <p>addressed 24:7</p> <p>adequate 22:14</p> <p>adjourned 27:10</p> <p>admit 22:12</p> <p>agenda 26:17</p> <p>agree 11:14 13:4 17:8 19:25 21:7 25:20</p> <p>agreeable 27:8</p> <p>agreement 11:2,3,4,10, 12,13,20 12:5,11,21,24 14:21,23,25</p>	<p>15:3,9 16:24 18:14,16 19:7,8 23:10, 11,15 25:22 26:16</p> <p>ahead 24:10</p> <p>air 23:5</p> <p>amend 15:4</p> <p>amendment 18:4</p> <p>Ameren 15:12 16:10 24:5 26:23</p> <p>amount 16:2</p> <p>anchor 16:3</p> <p>angle 13:18</p> <p>angles 13:19 14:13</p> <p>answers 26:4</p> <p>anticipate 26:15</p> <p>appears 13:11</p> <p>applaud 12:3</p> <p>application 11:16,19 13:11 17:15 18:2 19:24 20:7 21:2 22:14,21,22</p>	<p>23:13,17 25:14,22 26:5</p> <p>applications 18:21</p> <p>approval 11:6,11 14:23 16:24</p> <p>approve 23:8</p> <p>approved 18:3 26:13</p> <p>approving 19:10 23:14</p> <p>approximately 14:3</p> <p>area 16:25</p> <p>aspects 16:11</p> <p>assume 19:19</p> <p>assuming 18:3</p> <p>assumption 23:19</p> <p>attempt 27:4</p> <p>avenue 19:14</p> <p>aware 12:1</p> <hr/> <p style="text-align: center;">B</p> <hr/> <p>back 13:20</p> <p>backtrack 23:9</p>
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