

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

In the Matter of the Application of)
Richard and Felicia Murphy for Change of)
Electric Supplier from Co-Mo Electric) **File No. EO-2024-0331**
Cooperative, Inc. to Union Electric)
Company d/b/a Ameren Missouri.)

STIPULATION AND AGREEMENT

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Ameren” or the “Company”), Richard and Felicia Murphy (collectively, the “Applicants”), and Co-Mo Electric Cooperative, Inc. (“Co-Mo”), (individually “Signatory” and collectively “Signatories”) and respectfully state to the Missouri Public Service Commission (“Commission”):

The Signatories have reached a Stipulation and Agreement (“Agreement”) as described below.

BACKGROUND

1. On May 3, 2024 Applicants filed their *Application for Change of Electric Service Provider* (“Application”) with the Commission, requesting a change from Co-Mo to Ameren.
2. On May 6, 2024, the Commission issued its *Order Directing Notice and Directing Responses to Application*.
3. On June 5, 2024, Ameren filed its *Response to the Application for Change of Electric Service Provider*.
4. On June 6, 2024, Co-Mo filed its *Response to the Application for Change of Electric Service Provider*.

5. On June 21, 2024, Ameren and Co-Mo filed a *Joint Motion for Extension of Time* requesting the Commission allow Staff Counsel (“Staff”) additional time to file its response to the Application.

6. On June 24, 2024, the Commission granted the *Joint Motion* and Ordered Staff to file its Response no later than July 5, 2024.

AGREEMENTS

7. The Signatories agree that Ameren should be the sole provider of electric service pursuant to the Applicants’ request. For clarity, the Signatories agree that Ameren shall be the sole provider of electric service to Applicants' property located at 1915 Tisdale Drive, Boonville, Missouri 65233.

8. The Signatories agree that the Commission should close this docket following approval of this Agreement.

9. Neither Staff, nor the Office of the Public Counsel (“OPC”) oppose this Agreement.

GENERAL PROVISIONS

10. To the extent that that paragraph 7 of this Agreement conflicts with the Territorial Agreement between Ameren and Co-Mo, dated May 27, 2022, paragraph 7 of this Agreement shall control.

11. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost-of-service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly

provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

12. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

13. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

14. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

15. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

16. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Agreement nor any matters associated with its consideration by the

Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

17. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in this case that is settled by this Agreement explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

WHEREFORE, the undersigned Signatories respectfully request the Commission to issue an order approving the Stipulation And Agreement, subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Richard Murphy
Richard Murphy
1915 Tisdale Drive
Boonville, MO 65233

APPLICANT

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**ATTORNEY FOR CO-MO
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APPLICANT

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**ATTORNEY FOR UNION
ELECTRIC COMPANY D/B/A
AMEREN MISSOURI**

CERTIFICATE OF SERVICE

I hereby certify that the above document was filed on EFIS on this 2nd day of July 2024, with notification of the same being sent to all counsel of record. This pleading was also sent by electronic mail or U.S. Mail to all parties/counsel of record.

/s/ Megan E. McCord