

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its Office in Jefferson City, Missouri on the 18<sup>th</sup> day of July, 2024.

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

**ORDER APPROVING CHANGE OF SUPPLIER**

Issue Date: July 18, 2024

Effective Date: July 28, 2024

On May 3, 2024, Richard and Felicia Murphy (Applicants) filed an application with the Missouri Public Service Commission requesting to change their electric supplier from Co-Mo Electric Cooperative, Inc. (Co-Mo) to Union Electric Company d/b/a Ameren Missouri. The application seeks to change electric service suppliers for Applicants' home. The application states that the Applicants do not have a current electric supplier, but through a territorial agreement their current supplier would be Co-Mo. In order to begin providing electric services, Co-Mo would have to supply 3,800 feet of service line at great cost to both Co-Mo and the Applicants and have two landowners sign easements. On June 5, 2024, Ameren Missouri filed a response stating it would be able to provide electricity to the Applicants at little to no cost.

On July 2, 2024, the parties filed a Non-unanimous Stipulation and Agreement<sup>1</sup> (Agreement) wherein the parties agreed to a change of supplier from Co-Mo. to Ameren

---

<sup>1</sup> Applicants, Co-Mo Electric Cooperative, Inc., and Ameren Missouri signed the Stipulation and Agreement. The Staff of the Commission and the Office of the Public Counsel are also parties, but not signatories to the Agreement.

Missouri. In the Agreement, the parties waived their rights to a hearing and any appeals if the Commission approved the Agreement without modification. The Agreement indicates that the Staff of the Commission and the Office of the Public Counsel do not oppose the Agreement. No objections were filed.

The Commission has limited jurisdiction over rural electric cooperatives. Section 393.106.2, RSMo, gives the Commission authority to order a change of supplier on the basis that it is in the public interest for a reason other than a rate differential. The parties agree that Co-Mo cannot presently meet the customer's need for electric service without great cost to Co-Mo and Applicants, which is independent of any rate differential. A change of supplier is in the public interest because it grants the Applicants electric services more quickly and minimally effects Co-Mo Electric Cooperative, Inc. Additionally, the parties have agreed through an Agreement for the change of electric supplier.

The Commission has reviewed and considered the application and Agreement. The Commission finds that it is not detrimental to the public interest to approve the Agreement and to grant the Application under the terms and conditions set out in the Agreement. The Commission will approve the application. The Commission will make this order effective on July 28, 2024, to expedite Applicants' electric services.

**THE COMMISSION ORDERS THAT:**

1. The Stipulation and Agreement is approved and the signatories shall comply with its terms and condition. A copy of the Agreement is attached.
2. Richard and Felicia Murphy's application for approval of a change in electric supplier from Co-Mo Electric Cooperative, Inc. to Union Electric Company d/b/a Ameren Missouri is approved.

3. This order shall become effective on July 28, 2024.
4. This file may be closed on July 29, 2024.



**BY THE COMMISSION**

*Nancy Dippell*

Nancy Dippell  
Secretary

Hahn, Ch., Coleman, Holsman  
Kolkmeier, and Mitchell CC., concur.

Fewell, Regulatory Law Judge

**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**

By: /s/ Megan E. McCord  
Megan E. McCord, # 62037  
P.O. Box 14287  
Springfield, MO 65814  
(417) 227-8405 Phone  
mmccord@reclawfirm.com

**ATTORNEY FOR CO-MO  
ELECTRIC COOPERATIVE**

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

**APPLICANT**

By: /s/ William D. Holthaus, Jr.  
**William D. Holthaus, Jr.**, # 63888  
Corporate Counsel  
**Jennifer S. Moore**, #75056  
Senior Corporate Counsel  
Ameren Missouri  
1901 Chouteau Avenue, MC 1310  
St. Louis, MO 63103  
(314) 554-3533 (phone)  
(314) 554-4014 (fax)  
AmerenMOService@ameren.com

**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

**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 18<sup>th</sup> day of July 2024.**



*Nancy Dippell*  
\_\_\_\_\_  
**Nancy Dippell**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**July 18, 2024**

**File/Case No. EO-2024-0331**

**MO PSC Staff**

Staff Counsel Department  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
staffcounsel@psc.mo.gov

**Office of the Public Counsel  
(OPC)**

Marc Poston  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
opc@psc.mo.gov

**Co-Mo Electric Cooperative,  
Inc.**

Megan McCord  
PO Box 14287  
Springfield, MO 65814  
mmccord@reclawfirm.com

**Felicia Murphy**

Felicia Murphy  
1915 Tisdale Dr.  
Booneville, MO 65233  
f1980m@hotmail.com

**MO PSC Staff**

Paul Graham  
200 Madison Street  
Jefferson City, MO 65101  
paul.graham@psc.mo.gov

**Richard Murphy**

Richard Murphy  
1915 Tisdale Dr.  
Booneville, MO 65233

**Union Electric Company**

William Holthaus  
4062 Blaine Avenue St. Louis,  
MO  
St. Louis, MO 63110  
wholthaus@ameren.com

**Union Electric Company**

Jennifer Moore  
1901 Chouteau Avenue, Mail  
Code 1310  
St. Louis, MO 63103  
jmoore499a@ameren.com

**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.