BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

City of Fulton, Hannibal Board of Public Works, Kirkwood Electric, City of Marceline, and City of New Madrid, Complainants,	)	
v.	)	File No. EC-2026-0156
Union Electric Company d/b/a Ameren Missouri, Respondent.	)	

RESPONDENT AMEREN MISSOURI'S OPPOSITION TO COMPLAINANTS' MOTION FOR DETERMINATION ON THE PLEADINGS OR, IN THE ALTERNATIVE, SUMMARY DETERMINATION AND CROSS-MOTION FOR SUMMARY DISPOSITION

COMES NOW Respondent Union Electric Company, d/b/a Ameren Missouri ("Ameren Missouri"), and for its Response in Opposition to Complainants' Motion for Determination on the Pleadings or, in the Alternative, Summary Determination, and for its Cross-Motion for Summary Disposition, states as follows:

Introduction

The Commission has limited this case to two narrow legal questions:

1. Did Ameren Missouri violate its tariff ["Tariff"] by supplying service to customers without having obtained all necessary permits from the governmental and regulatory authorities having jurisdiction?

2. Did Ameren Missouri violate the Commission's May 21, 1971 Order ["CCN Order"] by failing to comply with applicable air quality control standards of the State of Missouri and/or the Government of the United States?

Order Limiting Complaint to Issues Within the Commission's Authority to Determine and Limiting Discovery, File No. EC-2026-0156 (April 7, 2026) (the "Limitation Order"). The material facts relevant to those questions are not in dispute.[1] This case, therefore, turns on a single issue—

[1] Appendix 1 hereto constitutes Ameren Missouri's response to Complainants' claimed undisputed material facts that remain relevant and material to the issues the Commission has determined it will decide in this case, pursuant to

whether Complainants are entitled to judgment as a matter of law based on their interpretation of those documents. They are not.

Complainants' Motion rests on a fundamental error: it misreads both Tariff Sheet No. 102 and the 1971 CCN Order by importing obligations neither of them contain. Most notably, Complainants attempt to convert the Company's alleged failure to obtain Prevention of Significant Deterioration ("PSD") permits for the Rush Island projects into a violation of provisions that govern an entirely different subject matter—service obligations regarding commencement of new electric service under Tariff Sheet No. 102 and related provisions of the Company's tariffs (Tariff Sheet Nos. 101 – 102)[2] and the scope of authority granted by the CCN Order.

Properly construed, neither instrument supports Complainants' theory. The Tariff provision at issue governs the timing and conditions under which the Company initiates service to customers; it does not deal with generation-related environmental permitting requirements. Likewise, the 1971 CCN Order authorized the construction and operation of the Rush Island plant and did not impose an ongoing condition tying that authority to ongoing compliance with environmental permitting regimes throughout its operating life.

Because Complainants' claims depend on legal effect of the tariff language cited by Complainants and the CCN Order and Complainant's incorrect reading of them, they cannot meet their burden to obtain summary disposition. The Motion should therefore be denied, and summary disposition[3] should instead be entered in favor of Ameren Missouri.

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the Limitation Order. Ameren Missouri is not responding to the other claimed undisputed facts because they are not relevant and material to any issue to be decided in this case.

[2] See Attachment 1 to Appendix 1 to this Response, containing Original Tariff Sheet No. 101 which provides context relevant to Tariff Sheet No. 102, a portion of which is relied upon by Complainants.

[3] Given that there are no facts in dispute that are material to the questions the Commission will decide in this case, the standards for a determination on the pleadings and for summary determination are, in substance, the same for purposes of this case.

Standards Governing Summary Disposition

Commission Rule 20 CSR 4240-2.117 permits the Commission to resolve a case through determination on the pleadings or summary determination. Where there are genuine issues of material fact, as is the case here, the dispositive question is whether the movant is entitled to judgment as a matter of law based on the governing legal instruments at issue. See 20 CSR 4240-2.117(1)(E) (in granting summary determination, Commission must find that the movant is "entitled to relief as a matter of law") and 20 CSR 4240-2.117(2) (Commission may grant determination on the pleadings if disposition is "not otherwise contrary to law").

Because there is no genuine dispute of material fact, the dispute turns on the interpretation of the Tariff and the 1971 CCN Order. In that circumstance, this case presents a pure question of law appropriate for summary disposition: what is the legal effect of the tariff provisions at issue and the CCN Order.[4] Cross-motions for summary determination are appropriate when a case turns on "purely legal" questions of interpretation. *See Bd. of Educ. v. Daly*, 175 S.W.3d 638, 640 (Mo. App. E.D. 2005) (ruling on cross-motions for summary judgment when "case turned on the purely legal, statutory interpretation questions"). The movant bears the burden to show that, given the undisputed facts, the controlling legal authorities compel judgment in its favor. *In the Matter of Union Elec. Co. d/b/a Ameren Missouri's 2nd Filing to Implement Regul. Changes in Furtherance of Energy Efficiency As Allowed by MEEIA*, No. EO-2015-0055, 2018 WL 2364559, at *1 (Mo. P.S.C. Apr. 12, 2018).

Accordingly, the issue before the Commission is not whether factual disputes exist, but whether Complainants' interpretation of the legal effect of the tariff provisions at issue and the

[4] "The standard established in the Commission's rule is the same standard applied to civil cases in Missouri courts, except for the requirement that a grant of summary determination be in the public interest." *Earth Island Inst. d/b/a Renew Missouri et al. v. Kansas City Power & Light Co.*, No. EC-2013-0379, et al.,2013 WL 5593482, at *2, (Mo. P.S.C. Oct. 3, 2013) (burden is on movant to show a right to summary determination).

1971 CCN Order is correct. Because it is not, Complainants cannot meet their burden, and summary disposition must be entered in the Company's favor.

Argument

I. The Commission should deny Complainants' Motion because, as a matter of law, neither the tariff provision nor the 1971 CCN Order was violated.

A. The tariff provision relied upon by Complainants does not require PSD permits; as a matter of law, the alleged failure to obtain such permits cannot constitute a tariff violation.

Complainants' Motion fails at the threshold because it rests on a fundamental misreading of the Tariff. Complainants claim the Company violated the Tariff by not obtaining PSD permits before it performed the 2007 and 2010 projects at Rush Island.[5] The provision on which they rely governs the timing and conditions for initiating service to a customer, not the environmental permitting of generation facilities.

The language relied upon by Complainants provides:

> F. **In supplying service to customers**, **Company shall furnish such service within a reasonable length of time** dependent upon the availability of materials, labor and system capacity, **and after all necessary easements, permits and approvals are obtained** from the customer and other governmental and regulatory authorities having jurisdiction.

See Exhibit A to the Complaint and Attachment 1 to Appendix 1 to this Response.[6]

This provision is part of the provisions in the Company's General Rules and Regulations dealing with the commencement of retail electric service.[7] Subsection C on Sheet No. 101 outlines how a customer applies for new electric service, Subsection D on Sheet Nos. 101 - 102 explains

[5] The 2007 and 2009 projects were the central subject of the federal court litigation pointed to by Complainants, and the Commission discussed that federal court litigation and its findings regarding those projects in its Amended Report and Order in File No. EF-2024-0021. As the Commission and the Presiding Officer are well-aware, the File No. EF-2024-0021 Amended Report and Order determined that the Company acted reasonably and prudently in retiring Rush Island, but it made no ruling respecting whether the Company did or did not act prudently when it did not obtain the PSD permits. That the Company did not obtain the PSD permits in 2007 and 2010 is irrelevant here because the Tariff imposed no such requirement.

[6] Attached to Appendix 1 to this Response is Sheet Nos. 101 and 102.

[7] See Attachment 1 to Appendix 1.

the form the new electric service will take, and Subsection E On Sheet No. 102 explains how the rate classification to apply to the new service will be determined.[8] Specific to the language cited by Complainants, Subsection F on Sheet No. 102, then deals with the timing of when the new service will commence.

Read in context, this language addresses the practical prerequisites to extending service to a particular customer—for example, obtaining easements, securing local approvals, or completing construction necessary to connect that customer to the system. It does not speak to and does not incorporate permitting requirements associated with any utility assets other than the new assets the utility may need to build/extend in order to make the new service connection and commence new service to the customer. There is no contention—and there can be none—that the Company needed a PSD permit from the Missouri Department of Natural Resources ("MDNR") or the Environmental Protection Agency ("EPA") in 2007 and 2010 to commence new retail electric service to a customer.

That distinction is dispositive. PSD permits under the Clean Air Act are required as part of the air quality provisions of the Clean Air Act that regulate emissions from specific generating units. They are not permits required to supply service to a customer, and they play no role in the process of initiating retail electric service. Nothing in the Company's tariff text expands its scope to include such generation-related environmental permitting.

The broader regulatory framework confirms this reading. The Company has always possessed the authority—and corresponding duty—to provide retail electric service within its certificated territory under its grant of area CCNs from the Commission establishing that service territory. That authority does not depend on whether a particular generating unit has obtained a

[8] *Id.*

PSD permit. Retail service is provided through an integrated grid, not from any single plant to any single customer. The tariff's reference to "permits and approvals" therefore cannot reasonably be read to incorporate facility-specific environmental permitting for work at such a facility that has nothing to do with making the physical connection to the new customer that is necessary to commence new service to that customer.

Complainants' contrary interpretation would transform a narrow, initiation-of-service timing provision into a sweeping environmental compliance requirement governing the Company's generation fleet. The Tariff does not support that expansion. Because the Tariff does not require PSD permits, the alleged failure to obtain such permits—even if assumed—cannot, as a matter of law, establish a violation.

Finally, Complainants' theory fails for an independent reason: the tariff provision *is designed to protect the Company* from claims that service must be provided instantaneously upon request, recognizing that time may be required to obtain new connection-specific permits and approvals. Complainants cannot identify any instance in which service to any customer was unreasonably delayed or denied due to the absence of a PSD permit.[9] Complainants' theory thus not only misreads the Tariff but divorces it from its function.

Because the Tariff governs only the conditions for supplying service to customers and does not incorporate or have anything to do with generation-related environmental permitting requirements, the alleged failure to obtain PSD permits cannot, as a matter of law, establish a tariff violation.

B. The 1971 CCN Order Does Not Impose an Environmental Compliance Condition; Accordingly, the Alleged PSD Violation Cannot Establish a Violation as a Matter of Law.

[9] As the Staff points out in its Report, Complainants have presented not one shred of evidence that any customer has been denied service or had its service request delayed unreasonably because of anything having to do with Rush Island. *Staff Report* at 3. To sustain this hypothetical "violation" of the tariff, that material fact would have to be proven. Not only is it not proven, but it is also not even alleged.

Complainants' claim that the Company violated the 1971 CCN Order rests on a misreading of that Order's text and function. Complainants allege:

> At 15 Mo. P.S.C. (N.S.) 505, Case No. 17,139, on May 21, 1971 (effective June 2, 1971), the Commission authorized Ameren to "construct, operate and maintain a multi-unit steam electric generating plant to be known as its 'Rush Island Plant'… [on the condition that] the authority granted herein shall in no way be construed as authority for waiver of compliance by [Ameren] with any air or water quality control standards now existing or proposed by any agency of the State of Illinois or Missouri or of the Government of the United States."

Complaint, ¶ 14 (highlighting added). The highlighted addition in the square brackets indicates that the bracketed language does not appear in the referenced Order. Instead, it reflects Complainants' *desired interpretation* of the order. The Order authorized the Company to construct, operate, and maintain the Rush Island plant. It did not impose an ongoing condition that the Company's authority to operate the plant—or its authority to serve customers—would be forfeited upon any subsequent violation of environmental law. Here is why:

1. The Order's language is clarifying, not conditional.

The language on which Complainants rely does not impose a *condition* on the Company's authority. While the Commission has the authority in a CCN case to impose reasonable conditions on the exercise of authority under the CCN—if those conditions are within the Commission's statutory authority—the Commission did not impose such a condition in the 1971 CCN Order. Specifically, nowhere does the 1971 order indicate that Ameren Missouri's permission to construct Rush Island is "conditioned on" environmental compliance. As the Staff explains,

> [t]he language in the Commission's May 21, 1971, Report and Order clearly states that, rather than approval being conditioned on Ameren complying with the relevant air or water quality controls, the Report and Order should not be construed as authority for Ameren to not comply with such relevant authorities. **Instead of being a condition, the language appears to be clarifying in nature, ensuring that Ameren could not make a future argument that, because the Commission issued it a CCN**, it was not required to comply with the relevant air or water quality

> controls set by the States of Missouri, Illinois, or the Government of the United States.…"

Staff Report ¶ 14 (emphasis added).

As Staff correctly points out, properly read, the language *clarifies* that the Commission's grant of authority does not exempt the Company from otherwise applicable environmental laws—in part, a recognition of the Commission's own limited jurisdiction. As such, it does not transform compliance with those laws into a condition precedent *or subsequent to* the validity of the CCN.

That distinction is dispositive. A clarifying statement recognizing the applicability of environmental law to the plant's ongoing operation over its life is fundamentally different from a condition that would void the CCN upon any violation of that law during those operations. Nothing in the text supports Complainants' interpretation, and such conditions are not implied absent clear language.

2. Complainants' interpretation produces absurd results.

As Staff points out, nowhere does the 1971 Order provide that if the Company were to violate federal/state environmental law/regulation once the plant was built at some point over its long operating life, that the permission the Commission granted it to construct/own/operate it would be ripped away from the Company. Complainants' reading, however, would mean that any violation of environmental requirements—no matter how minor, temporary, or inadvertent—would immediately invalidate the Company's authority to operate the plant.[10] For example, a momentary failure of a pollution control device at the plant (e.g., a precipitator, which Rush Island had) that caused the plant, for one minute, one hour, or one day to exceed an MDNR or EPA emissions limit would, under Complainants' theory, permanently extinguish the authority granted

[10] Inadvertent violations are bound to occur over decades of operation of a power plant. Such plants are operated and maintained by (imperfect) human beings. Mistakes can be made, equipment can fail (through fault or no fault).

by the 1971 CCN Order because such a violation could never be "undone" (the excess emissions would have happened).

That result is incompatible with the realities of utility operations and decades of plant operation and would effectively convert the CCN into a strict-liability forfeiture mechanism. The Order cannot reasonably be read to produce such consequences. Indeed, section 386.270, RSMo provides that Commission orders have the force of law,[11] and the Commission orders are not to be interpreted to lead to absurd results. *See Nexus Comm'ns, Inc. v. Southwestern Bell Tele., L.P, d/b/a AT&T Missouri*, File No. TC-2011-0132, 2011 WL 2965718, at *3 (Mo. P.S.C. 2011) ("Nexus has thus already raised the issue of whether credits are due. An order to pay credits not due would be an absurd and unlawful result.").

Such a reading is completely absurd.

3. The Commission lacks statutory authority to enforce environmental laws and regulations and thus could not have lawfully imposed the purported "condition."

It is well settled that the Commission is a body of limited jurisdiction and possesses only such powers as expressly conferred on it by statutes and other powers reasonably incidental thereto. *State ex rel. & to Use of Kansas City Power & Light Co. v. Buzard*, 168 S.W.2d 1044, 1046 (Mo. 1943). Any power not expressly set out in statute must "by *clear* implication be necessary to carry out the powers specifically *granted*." (emphasis added). *State ex rel. Cass Cty. v. Pub. Serv. Comm'n*, 259 S.W.3d 544, 550 (Mo. App. W.D. 2008). The Commission's jurisdiction over electrical corporations, as set out in section 386.250, RSMo., does not involve enforcing environmental laws/regulations. Instead, the enforcement of such laws has been expressly delegated to other agencies—i.e., by

[11] *See also State ex rel. Pub. Counsel v. Pub. Serv. Comm'n*, 210 S.W.3d 344, 359 (Mo. App. W.D. 2006).

Congress to the federal EPA and by the General Assembly to MDNR. Consequently, the Commission has no express or implied power to engage in environmental regulation by any means, including by conditioning a CCN order on such compliance.

4. Interpreting the 1971 CCN Order as imposing an unlawful condition would render the order unlawful, a result courts will avoid wherever possible.

Lacking power over compliance with environmental laws/regulations, the Commission cannot lawfully impose the condition Complainants argue is contained in the 1971 CCN Order—indeed, there is no indication that the Commission tried to do so. Had the Commission done so, however, the purported condition would have been void because it would have been imposed without statutory authority to do so. *See, e.g., Cohen v. Mo. Bd. of Pharmacy*, 967 S.W.2d 243, 247-48 (Mo. App. W.D. 1998) (acts taken by an administrative agency in excess of their statutory authority are *void ab initio*). Under applicable standards of review, the courts would not construe the 1971 CCN order to contain such an unlawful condition because orders of administrative agencies are to be construed "in conformity with the authority under which … [the order] is issued." *State ex rel. Pub. Water Supply Dist. No. 2 of Jackson Cty. v Burton*, 379 S.W.2d 593, 598 (Mo. 1960).

As a matter of law, the 1971 CCN Order does not—and cannot—contain the environmental compliance condition Complainants assert.

Conclusion

Complainants' Motion fails because it rests entirely on legal interpretations of the Company's Tariff and the 1971 CCN Order that are incorrect. Neither instrument imposes the obligations Complainants attempt to read into them, and their theory improperly conflates distinct

regulatory domains—customer service obligations, environmental permitting, and Commission authority. Complainants' theory fails not because of disputed facts, but because it is legally wrong.

WHEREFORE, the Company prays that the Commission will make and enter its order denying summary disposition in favor of Complainants and entering summary disposition in favor of the Company.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on counsel of record for the parties of record for this matter via electronic mail (e-mail) on this 13th day of April, 2026.

/s/ *James B. Lowery*
Attorney for Respondent

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

City of Fulton, Hannibal Board of Public Works, Kirkwood Electric, City of Marceline, and City of New Madrid, Complainants,	)	
v.	)	File No. EC-2026-0156
Union Electric Company d/b/a Ameren Missouri, Respondent.	)	

AMEREN MISSOURI'S RESPONSE TO
COMPLAINANTS' STATEMENT OF UNDISPUTED MATERIAL FACTS AND ITS STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS

Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri), hereby responds to Complainants' remaining statements of undisputed material facts[1] and presents its statement of additional undisputed material facts, follows:

1. Ameren is a Missouri corporation doing business under the fictitious name of Ameren Missouri, organized and existing under the laws of the State of Missouri, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103.

   Response: Admitted.

2. Ameren is a public utility engaged in the business of distributing and transporting electricity to customers in the State of Missouri and is subject to the jurisdiction of the Commission under Revised Statutes of Missouri ("RSMo") Chapters 386 and 393.

   Response: Admitted.

3. Exhibit A to the Verified Complaint is an accurate copy of Ameren's Tariff Sheet No. 102).

[1] The numbering below corresponds to the numbering of Complainants' claimed undisputed material facts at pages 2 to 9 of Complainants' Motion, as narrowed by the Commission in its *Order Limiting Complaint to Issues Within the Commission's Authority to Determine and Limiting Discovery*, File No. EC-2026-0156 (April 6, 2026).

Response: Ameren Missouri admits that Exhibit A is an accurate copy of Ameren Missouri's Tariff Sheet No. 102 (Original Tariff Sheet No. 102) at the time Rush Island was retired. See below for additional undisputed material facts.

4. Exhibit A to the Verified Complaint, Ameren's Tariff Sheet No. 102, mandates that "[i]n supplying service to customers, Company shall furnish such service within a reasonable length of time dependent upon the availability of materials, labor and system capacity, and after all necessary easements, permits and approvals are obtained from the customer and other governmental and regulatory authorities having jurisdiction."

Response: Ameren Missouri admits the version of Ameren Missouri's Tariff Sheet No. 102 attached to the Complaint as Exhibit A (Original Tariff Sheet No. 102) contains the quoted language. **See below for an additional undisputed material facts.**

5. Exhibit B to the Verified Complaint (Ameren's CCN for Rush Island) is an accurate copy of the Commission's order in 15 Mo. P.S.C. (N.S.) 505, Case No. 17,139.

Response: Admitted.

6. As found by the Commission at R&O EF-2024-0021 Pages 18-19, "The Court (the United States District Court for the Eastern District of Missouri) found Ameren Missouri liable for violations of the Clean Air Act (by failing)…to have obtained a permit (for)… major modifications (at)…Rush Island."

Response: Ameren Missouri admits that the federal district court found it liable for violations of the Clean Air Act because Ameren Missouri did not obtain permits for what the district court found were major modifications at Rush Island.

28. The City of Fulton is a "person" and a "public utility" authorized to file this Complaint case.

Response: Ameren Missouri admits that the City of Fulton is a "person" as defined in 20 CSR 4240-2.070(1) but denies that the City of Fulton is a "public utility" under said rules because the City of Fulton is not a "pipeline corporation, gas corporation, electrical corporation, telecommunications corporation, water corporation, heat or refrigeration corporation, sewer corporation, any joint municipal utility commission pursuant to section 386.020, RSMo, which is regulated by the commission, or any other entity described by statute as a public utility which is to be regulated by the commission."

29. Hannibal Board of Public Works is a "person" and a "public utility" authorized to file this Complaint case.

Response: Ameren Missouri admits that the City of Hannibal is a "person" as defined in 20 CSR 4240-2.070(1) but denies that the Hannibal Board of Public Works is a "person" because Ameren Missouri lacks sufficient knowledge or information to make such a determination, and denies that either the City of Hannibal or Hannibal Board of Public Works are a "public utility" because neither of them are a "pipeline corporation, gas corporation, electrical corporation, telecommunications corporation, water corporation, heat or refrigeration corporation, sewer corporation, any joint municipal utility commission pursuant to section 386.020, RSMo, which is regulated by the commission, or any other entity described by statute as a public utility which is to be regulated by the commission."

30. Kirkwood Electric is a "person" and a "public utility" authorized to file this Complaint case.

Response: Ameren Missouri admits that the City of Kirkwood is a "person" as defined in 20 CSR 4240-2.070(1) but denies that "Kirkwood Electric" is a "person" because Ameren Missouri lacks sufficient knowledge or information to make such a determination, and denies that either the City of Kirkwood or Kirkwood Electric are a "public utility" because neither of them are a "pipeline corporation, gas corporation, electrical corporation, telecommunications corporation, water corporation, heat or refrigeration corporation, sewer corporation, any joint municipal utility commission pursuant to section 386.020, RSMo, which is regulated by the commission, or any other entity described by statute as a public utility which is to be regulated by the commission."

31. The City of Marceline is a "person" and a "public utility" authorized to file this Complaint case.

Response: Ameren Missouri admits that the City of Marceline is a "person" as defined in 20 CSR 4240-2.070(1) but denies that the City of Marceline is a "public utility" because it is not a "pipeline corporation, gas corporation, electrical corporation, telecommunications corporation, water corporation, heat or refrigeration corporation, sewer corporation, any joint municipal utility commission pursuant to section 386.020, RSMo, which is regulated by the commission, or any other entity described by statute as a public utility which is to be regulated by the commission."

32. The City of New Madrid is a "person" and a "public utility" authorized to file this

Complaint case.

Response: Ameren Missouri admits that the City of New Madrid is a "person" as defined in 20 CSR 4240-2.070(1) but denies that the City of New Madrid is a "public utility" because it is not a "pipeline corporation, gas corporation, electrical corporation, telecommunications corporation, water corporation, heat or refrigeration corporation, sewer corporation, any joint municipal utility commission pursuant to section 386.020, RSMo, which is regulated by the commission, or any other entity described by statute as a public utility which is to be regulated by the commission."

Ameren Missouri's Statement of Additional Undisputed Material Facts

1. Attached as Attachment 1 is a true and correct copy of Original Tariff Sheet No. 101 and Original Tariff Sheet No. 102 (the same Tariff Sheet No. 102 attached as Exhibit A to the Verified Complaint).

2. Ameren Missouri's Tariff Sheet Nos. 101 and 102 are part of Section I (General Provisions) of Ameren Missouri's General Rules and Regulations.

Respectfully submitted,

/s/ *James B. Lowery*
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GENERAL RULES AND REGULATIONS

I. GENERAL PROVISIONS (Cont'd.)

B. DEFINITIONS (Cont'd.)

37. Voltage

The potential in an electrical system, measured in volts, normally ranging from 120 to 69,000 volts on the Company's distribution system and 138,000 volts and higher on the Company's transmission system.

C. APPLICATION FOR SERVICE

Any customer requesting electric service within Company's authorized service area will provide Company with appropriate information regarding the quantity and characteristics of the anticipated electric consumption and location of the premises to be served. Appropriate personal customer identification may also be required at the request of the Company. Customer or customer's agent shall select the rate, and any applicable riders, from the Company's currently applicable rate schedules, for which customer qualifies at that time. All electric service will be supplied subject to the provisions of the Company's tariffs applicable to the service requested and these rules and regulations, provided customer agrees to the use of the service supplied by Company for the minimum term specified in the tariff applicable to customer's electric service. Customers desiring electric service for periods less than the term specified in the applicable tariff must contract for such service under Company's Rider D.

The Company shall not be required to commence supplying service to a customer, or if commenced the Company may disconnect such service, if at the time of application such customer or any member of his household (who have both received benefit from the previous service) is indebted to the Company for the same class of service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made.

D. FORM OF SERVICE PROVIDED

1. Service to New Premises - Company will normally supply overhead electric service consisting of one single phase and/or one three phase secondary voltage service or one primary voltage service of adequate capacity to customer's premises, at a single delivery point designated by Company, unless more than one primary voltage electrical supply is specified by Company for engineering, economic or other reasons. Company may, however, agree to supply additional electrical supply facilities, requested by customer, when justified by valid Company engineering considerations, based upon the applicable provisions of Section III of these rules. Where such additional supply facilities are provided at customer's request after May 5, 1990, any multiple metering required to accommodate such additional facilities will not be cumulated for billing purposes.

GENERAL RULES AND REGULATIONS

I. GENERAL PROVISIONS (Cont'd.)

D. FORM OF SERVICE PROVIDED (Cont'd.)

2. New Electrical Loads on Existing Premises - Existing customers receiving secondary service with new or additional electrical load requirements will normally be expected to continue to receive service from Company at or near the existing point of delivery of such service, originally designated by Company. However, where in Company's sole judgment it is unreasonable or impracticable for customer to be expected to receive service for such additional electric loads at the existing service delivery point, Company will supply such electrical requirements by a separate connection which shall be subject to all provisions of Company's line extension rules for extensions to new premises. In such cases of separate connections provided after May 5, 1990, separate billing shall apply with no provision or allowance for billing cumulation.

3. Combined Service - Separate or different customers may not purchase electricity on a combined basis as a single customer. However, the purchase of electricity provided to the same customer in two or more contiguous buildings not separated by another customer premises, or to the same customer in two or more buildings separated only by public property, may be combined and cumulated for billing purposes under the provisions of Company's Rider J and Rider H, respectively.

E. APPLICATION OF SERVICE CLASSIFICATION FOR BILLING

The application of the rates within the Company's various service classifications shall, for billing purposes, be based upon the form of the electric service being supplied by Company and whether such service is for residential or non-residential purposes. Residential and combination home and farm service shall be billed on the Company's Residential Rate. All other secondary voltage service to non-residential customers shall be billed under either of the Company's Small General Service or Large General Service Rates, as applicable, and primary voltage customers shall be billed under the Primary Service, as applicable, regardless of the manner in which such service is metered. Where metering is not located at the voltage level of the service being provided by Company, the applicable Rider C adjustment shall be applied to account for such differences. For delivery voltages of 34.5 KV or higher, the provisions Rider B shall apply.

F. COMPANY OBLIGATIONS

In supplying service to customers, Company shall furnish such service within a reasonable length of time dependent upon the availability of materials, labor and system capacity, and after all necessary easements, permits and approvals are obtained from the customer and other governmental and regulatory authorities having jurisdiction.