

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

In the Matter of the Application of Dave )  
Eversole for Change of Electric Supplier )  
from Union Electric Company d/b/a Ameren ) **File No. EO-2026-0208**  
Missouri to Co-Mo Electric Cooperative, )  
Inc. )

**STAFF’S RECOMMENDATION**

**COMES NOW** the Staff of the Missouri Public Service Commission (“Staff”), by and through the undersigned counsel, and respectfully states as follows:

1. On February 27, 2026, Dave Eversole (“Applicant”) requested a change of electric service supplier from Union Electric Company (“Ameren Missouri”) to Co-Mo Electric (“Co-Mo”) for 17651 & 17601 B Highway, Boonville, Missouri 65233 (the “Properties”).

2. On March 2, 2026, in its *Order Directing Notice and Directing Responses to Application*, the Missouri Public Service Commission (“Commission”) directed Staff to file its recommendation regarding the application, or a report stating when it expects to file a recommendation, no later than April 16, 2026.

3. On April 1, 2026, Ameren Missouri and Co-Mo responded to the Applicant. Co-Mo took no position on sufficiency and was unable to confirm or deny the allegations made by the Applicant. Co-Mo did state that it was willing and able to service if ordered by the Commission.

Staff reviewed the application, concluding that the Applicant’s request appears to have merit. However, absent approval by Ameren Missouri and Co-Mo to amend their

territorial agreement,<sup>1</sup> Staff recommends that Mr. Eversole’s request for a change in electric service providers to the Properties be dismissed by the Commission.

4. Co-Mo is a rural electric cooperative organized under Chapter 394 RSMo (2020) to provide electric service to its members in all or parts of nine Missouri counties, including Cooper County. The Commission has limited jurisdiction over rural electric cooperatives. For the purposes of this case, Co-Mo is subject to the jurisdiction of the Commission under Section 394.315.2 RSMo (2020).

5. Ameren Missouri is an electrical corporation subject to the jurisdiction of the Commission as specified, in part, by Chapters 386 and 393, RSMo 2020. For the purposes of this case. Ameren Missouri is subject to the jurisdiction of the Commission under Section 393.106.2 RSMo (2020).

6. The Applicant bears the burden of proof to show that the requested supplier change is in the public interest and not solely driven by a rate differential.<sup>2</sup>

In the Application, Mr. Eversole stated that “[t]he plan is to demolish the main hospital building and possibly the office building.” Staff also obtained an email from the Applicant stating that, “[he] would prefer not to have two different providers on site.

The territorial agreement between Ameren Missouri and Co-Mo defines an Existing Structure as:<sup>3</sup>

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<sup>1</sup> Staff notes that a Territorial Agreement Addendum needs to be determined as being not detrimental to the public interest per 394.312 RSMo 2021 and 20 CSR 4240-3.130.

<sup>2</sup> The Applicant is required by 20 CSR 4240-3.140(1)(G) to include reasons why a change in electrical suppliers is in the public interest.

<sup>3</sup> See EO-2022-0332, Territorial Agreement between Union Electric Company d/b/a Ameren Missouri and Co-Mo Electric Cooperative, Inc., Article 1.5, Pages 2 to 3.

- 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.

The Applicant stated that he plans to demolish structures, but the Applicant has not provided evidence of any demolition to Staff. The Applicant also did not identify the purpose of any replacement structures. Even so, if the Applicant demolishes and replaces the structures for a new purpose as contemplated by the applicable territorial agreement, then a change of supplier would not be necessary as Co-Mo would have the exclusive right to serve the Properties under that agreement.

7. The territorial agreement permits Ameren Missouri and Co-Mo to provide electric service to customers on the other’s exclusive service territory if the providers mutually agree to an addendum. At present, however, Ameren Missouri is asserting its right to continue to serve the Properties under that agreement, and is not pursuing an addendum to the territorial agreement.

8. If the Commission granted the Applicant’s request without the mutual consent of Ameren Missouri and Co-Mo to amend the agreement, the territorial agreement between those providers could be rendered void under Article 11.3, which states:

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.

Article 11.5 further provides:

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.

That result could nullify the territorial agreement that provides the basis for Co-Mo's authority to serve the Properties.

9. For the reasons discussed in greater detail in Staff's Memorandum, attached and incorporated herein as Appendix A, Staff recommends that Mr. Eversole's Application for a change in Electric service providers to the Properties be dismissed.

**WHEREFORE**, Staff recommends the Commission dismiss the Application, and grant such relief as just under the circumstances.

Respectfully submitted,

**/s/ Eric Vandergriff**

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Staff Counsel for the  
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**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed or hand-delivered, transmitted by facsimile or electronically mailed to all parties and/or counsel of record on this 16<sup>th</sup> day of April 2026.

**/s/ Eric Vandergriff**

**MEMORANDUM**

TO: Missouri Public Service Commission Official Case File  
Case No. EO-2026-0208, In the Matter of the Application of Dave Eversole for a Change of Electrical Supplier from Union Electric Company d/b/a Ameren Missouri to Co-Mo Electric Cooperative, Inc.

FROM: Alan J. Bax, Associate Engineer – Engineering Analysis Department

/s/ Alan Bax                      4/16/2026  
Associate Engineer                      Date

SUBJECT: Staff Recommendation

DATE: April 16, 2026

**STAFF RECOMMENDATION**

The Staff of the Missouri Public Service Commission (“Staff”) recommends that the Missouri Public Service Commission (“Commission”) dismiss the Application of Mr. Dave Eversole, filed on February 27, 2026, for a Change of Electric Service Suppliers from Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”) to Co-Mo Electric Cooperative, Inc. (“Co-Mo”) regarding two properties located in Cooper County, Missouri, (17651 Route B and 17601 Route B, in Booneville, MO 65233 (“Application”). Staff notes that the Application must be determined to be in the public interest for reasons other than a rate differential pursuant to 393.106.2 and 394.315.2 RSMo 2020 and 20 CSR 4240-3.140. The Application meets the filing requirements of 20 CSR 4240-2.060 and 20 CSR 4240-3.140.

## **OVERVIEW**

In his Application, Mr. Eversole indicates that he acquired the parcels, and associated existing structures, located at 17651 Route B and 17601 Route B, in Booneville, MO 65233 (“Properties”) in a bankruptcy proceeding. Included with the Application was a photograph depicting the three existing structures on the Properties (a hospital, a parking garage and an office building). Mr. Eversole states that both Ameren Missouri and Co-Mo have existing facilities on the Properties. He requests that Co-Mo be the electric service provider in lieu of Ameren Missouri because Co-Mo would be installing new equipment to the Properties. Ameren Missouri would utilize its existing service equipment installed on the Properties as it was the historic provider of electric service to the Properties. Mr. Eversole states there has been no electric service for two-to-three years and that two of the three structures have been vandalized. Mr. Eversole indicates Ameren Missouri would require him to update the existing meter bases in conjunction with its provision of electric service.

## **DISCUSSION**

Within conducting its analysis of the Application, Staff determined that the Properties were identified in a Territory Agreement (“TA”) between Ameren Missouri and Co-Mo, which was filed with the Commission May 31, 2022 (Case No. EO-2022-0332), and approved by the Commission in its Order filed January 25, 2023. The Properties are located in an area designated to be within the exclusive service

territory of Co-Mo per the terms of the TA. However, this exclusive service provision applies to “new” structures<sup>1</sup> installed on the Properties. While Mr. Eversole indicates his intention to tear down the historical hospital and replace it with a structure to be utilized differently, he has indicated that he may continue to use the existing parking garage and/or office building.

Ameren Missouri, in its Response to the Application filed on April 1, 2026, states that its their understanding that Mr. Eversole has indicated his intention to utilize two of the existing structures, or perhaps tear down the existing parking garage and/or office building and replace them effectively on the same plot and use such structure in essentially the same way. Therefore, Ameren Missouri maintains that it retains the right to provide electric service in such circumstances, citing the terms of the TA that it retains the right to serve “existing structures”<sup>2</sup>, as defined in the TA, as it has done historically.

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<sup>1</sup> Paragraph 1.8 of the TA defines “New Structure” as follows: 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.

<sup>2</sup> Paragraph 1.5 of the TA defines “Existing Structure” as follows: “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 Appendix 1 Page 3 of 17 3 structure; and (iii) Any contiguous expansion of an Existing Structure

Yet, Mr. Eversole's preference would be to have a single electric service provider on the Properties.<sup>3</sup> Article 7 of the TA provides an "Exception Procedure" that would allow either Ameren Missouri or Co-Mo to be the "single electric service provider" on the Properties. Article 7.1 states:

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.

However, neither Ameren Missouri nor Co-Mo acknowledge that any discussions have occurred regarding possibly agreeing to an Addendum to their TA. While it is not an outcome or practice favored by the Commission, on occasion there are multiple service providers on the same premises. Hence, while Mr. Eversole's desire to have a single electric service provider has merit, and the applicable TA provides a means for obtaining such an outcome, both Ameren Missouri and Co-Mo need to agree on such a determination, which has not occurred in this instance. Applicable terms included in the TA also provide the right for Ameren Missouri to retain its historical service to the Properties given

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<sup>3</sup> As expressed by Mr. Eversole in a phone conversation and also in an email exchange with an Ameren representative.

the information known/received from Mr. Eversole regarding his future intended use of the Properties.<sup>4</sup>

In a recent change of supplier request case (EO-2017-0277), the Commission, in its Order, listed ten factors that it considers in analyzing the “...meaning of “public interest” for a change of supplier.” These ten factors, along with Staff’s analysis, are:

- (1) Whether the customer’s needs cannot adequately be met by the present supplier with respect to either the amount or quality of power;

As described above, Ameren Missouri historically provided electric service to the Properties. Mr. Eversole indicates there has not been electric service provided to the Properties for at least two years. Given the current information known regarding Mr. Eversole’s future intended use of the Properties, Ameren Missouri contends it has not only the capability to serve the Properties, but also the legal right to serve existing, historical structures, on the Properties that Mr. Eversole has expressed a desire to maintain.

- (2) Whether there are health or safety issues involving the amount or quality of power;

Given currently known information provided by Mr. Eversole, both Co-Mo and Ameren Missouri have legal rights to provide electric service to the Properties per the terms of the aforementioned TA . Multiple service providers on the same

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<sup>4</sup> If Mr. Eversole intended to tear down all existing structures and construct “new structures” to be used for a different purpose, as defined in the TA, then Co-Mo would be the electric service provider to such “new structures”, per the applicable terms of the TA, which would result in no necessary filings/requests be made with the Commission.

premise has typically been identified as a situation to avoid based on the premise that having a single provider mitigates potential safety issues. However, Staff is unaware of any reported incidents associated with other parcels on which both Ameren Missouri and Co-Mo currently are providing electric service.

- (3) What alternatives a customer has considered, including alternatives with the present supplier;

Ameren Missouri is currently maintaining its opposition to Mr. Eversole's request, citing its right to serve the Properties per the terms of the TA given currently known information.

- (4) Whether the customer's equipment has been damaged or destroyed as a result of a problem with the electric supply;

Mr. Eversole indicates recently acquiring the Properties in a bankruptcy proceeding, which renders this factor non-applicable in this evaluation.

- (5) The effect the loss of the customer would have on the present supplier;

Ameren Missouri would experience a minimal loss of revenue associated with Co-Mo being the sole electric service provider to the Properties.

- (6) Whether the change in supplier would result in a duplication of facilities, especially in comparison with alternatives available from the present supplier, a comparison of which could include: (i) The distance involved and cost of any new extension, including the burden on others – for example, the need to procure private property easements, and (ii) The burden on the customer relating to the cost or time involved, not including the cost of the electricity itself;

With Ameren Missouri having retained its equipment on the Properties previously utilized in its provision of electric service, they would incur a comparatively small expense in reestablishing electric service to the Properties as allowed via the terms of the TA. While Co-Mo has facilities routed along the boundary line of the Properties, Co-Mo would need to tap into these facilities in providing electric service to the Properties, as permitted by the terms of the TA<sup>5</sup>.

- (7) The overall burden on the customer caused by the inadequate service including any economic burden not related to the cost of the electricity itself and any burden not considered with respect to factor (6)(II) above;

Mr. Eversole indicates, and Ameren Missouri acknowledges, that it will be necessary for Mr. Eversole, at his expense, to revamp the meter bases historically utilized by Ameren Missouri in its provision of electric service to the Properties prior to its electric service being reestablished. Mr. Eversole states a preference in his Application for Co-Mo's "new" equipment.

- (8) What efforts have been made by the present supplier to solve or mitigate problems;

As stated above, given currently known information provided by Mr. Eversole in regard to his future intended utilization of the Properties, Ameren Missouri maintains its opposition to Mr. Eversole's Application citing its right to serve existing structures per applicable terms contained in the TA.

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<sup>5</sup> Co-Mo has exclusive rights to provide electric service to "new structures" on the Properties, as these are defined in the TA.

- (9) The impact the Commission's decision may have on economic development, on an individual or cumulative basis;

Mr. Eversole indicates his additional cost associated with an Ameren Missouri requirement of renovating the existing meter bases in conjunction with Ameren Missouri reestablishing its electric service to the Properties.

- (10) The effect the granting of authority for a change of suppliers might have on any territorial agreements between the two suppliers in question, or on the negotiation of territorial agreements between the suppliers;

Section 7 of the TA contains an Addendum Procedure in which Ameren Missouri and Co-Mo could mutually agree to allow Co-Mo to be the sole provider of electrical service to the Properties to both existing and new structures alike. However, given currently known information, Ameren Missouri has maintained its opposition to Mr. Eversole's request, as expressed in the Application, citing its rights to retain electric service to existing structures on the Properties per applicable terms of the TA. Therefore, without such mutual consent from both Ameren Missouri and Co-Mo to enter into an Addendum to their TA, an approval of the Application by the Commission would result in nullifying/voiding of its prior approval of the TA.

**STAFF CONCLUSION**

While Mr. Eversole desires appear to have merit, without the actual approval of Ameren Missouri and Co-Mo to amend their TA<sup>6</sup>, Staff believes that Mr. Eversole's request for a change in electric service providers to the Properties should be dismissed.

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<sup>6</sup> Staff notes that a TA Addendum needs to be determined as being not detrimental to the public interest per 394.312 RSMo 2021 and 20 CSR 4240 – 3.130.

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Union Electric Company d/b/a Ameren Missouri )  
to Co-Mo Electric Cooperative, Inc. )

**AFFIDAVIT OF ALAN J. BAX**

STATE OF MISSOURI )  
 ) ss  
COUNTY OF COLE )

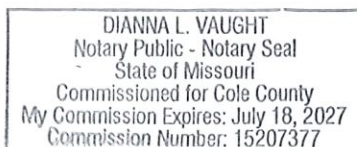
**COMES NOW, ALAN J. BAX**, and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached *Staff Recommendation, in Memorandum form*; and that the same is true and correct according to his best knowledge and belief.


Further the Affiant sayeth not.

  
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**ALAN J. BAX**

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 15<sup>th</sup> day of April 2026.



  
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Notary Public