BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Joint Application of Union Electric Company, d/b/a Ameren Missouri for Order Approving a Letter Agreement Allowing the Transfer of Certain Electric Customers to the Board of Municipal Utilities of the City of Sikeston, Missouri	))))))	**File No. EO-2021-0401**

ORDER DIRECTING NOTICE AND A STAFF RECOMMENDATION

Issue Date: May 20, 2021 Effective Date: May 20, 2021

On May 19, 2021, Union Electric Company d/b/a Ameren Missouri and the Board of Municipal Utilities of the City of Sikeston, Missouri (BMU) filed a joint application with the Missouri Public Service Commission to approve a letter agreement transferring six Ameren Missouri electric customer accounts to BMU. Ameren Missouri has served these customers as an intermediary since 1996. Ameren Missouri uses its own meters, but supplies power purchased from BMU at a negotiated rate, and transferred through infrastructure mainly owned by BMU. Shifting these six customers to BMU removes Ameren Missouri as an intermediary. The application also contains a request for waiver of the 60-day notice requirement of Commission Rule 20 CSR 4240-4.17(1)(D).

The Commission will direct its Data Center to send notice of the application to the six Ameren Missouri customers listed in the Ameren Missouri/Sikeston Letter Agreement, Appendix 1, Attachment A. The Commission will also direct the Staff of the Commission to file a recommendation about the application.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall send notice of this application to the six Ameren Missouri customers listed in the Ameren Missouri/Sikeston Letter Agreement, Appendix 1, Attachment A.

2. The Staff of the Commission shall file its recommendation regarding the application no later than July 23, 2021.

3. This order is effective when issued.

BY THE COMMISSION

Morris L. Woodruff
Secretary

John T. Clark, Senior Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 20th day of May, 2021.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of Union Electric Company, d/b/a Ameren Missouri for Order Approving a Letter Agreement Allowing the Transfer of Certain Electric Customers to the Board of Municipal Utilities of the City of Sikeston, Missouri.	))))))	File No. EO-2021-

REQUEST FOR WAIVER
AND JOINT APPLICATION FOR APPROVAL OF LETTER AGREEMENT
REGARDING TRANSFER OF CUSTOMERS

COME NOW, Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "Company") and the Board of Municipal Utilities of the City of Sikeston, Missouri ("BMU") (collectively, "Joint Applicants") and submit this *Request for Waiver and Joint Application for Approval of Letter Agreement Regarding Transfer of Customers* ("*Application*") to the Missouri Public Service Commission ("Commission") for approval. Specifically, Joint Applicants request approval of a Letter Agreement by which Ameren Missouri will transfer six electric customer accounts to BMU. To facilitate an expedient implementation of the Letter Agreement, Joint Applicants also request a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017. In support of their positions, Joint Applicants state as follows:

INTRODUCTION

1. In 1996, Joint Applicants entered into an agreement through which Ameren Missouri utilized BMU's system to provide electric service to customers located within an islanded territorial boundary (please see Attachment B to Appendix 1) in the Sikeston, Missouri area. Currently, six customer accounts are active within this boundary as Ameren Missouri customers. Ameren Missouri owns only the meters that serve these six customer accounts. Currently, the service to these customer accounts is accomplished by Ameren Missouri performing the meter

readings, calculating the bills using these readings,[1] and collecting the billed amounts; however, the electricity is actually provided by BMU and Ameren Missouri pays a negotiated amount it collects from these customers to BMU. Transferring these customers to BMU will remove Ameren Missouri as a legacy intermediary and allow the customers to have a direct relationship with BMU. Accordingly, Ameren Missouri and BMU have entered into a Letter Agreement, attached hereto as Appendix 1, for the transfer of these six customer accounts.

2. To facilitate an expedient implementation of the Letter Agreement, Joint Applicants request a waiver of the 60-day notice requirement of 20 CSR 4240-4.017. Section 394.106.2 RSMo requires electric service providers to obtain permission for the transfer of customer accounts. The Joint Applicants therefore submit this *Joint Application* in accordance with the general application requirements of 20 CSR 4240-2.060(1), as well as the requirements of Section 393.106.2 RSMo. Accordingly, this *Joint Application* is divided into the following sections:

I. 20 CSR 4240-4.017

II. 20 CSR 4240-2.060(1), (A) through (M)

III. Section 393.106.2 RSMo

The information required by the applicable laws are discussed in more detail below.

I. 20 CSR 4240-4.017

3. Joint Applicants request a variance from the 60-day notice requirement of 20 CSR 4240-4.017, which states, in relevant part:

> Any person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case…

[1] The amount Ameren Missouri uses to calculate customer bills is based, in part, on a per kWh amount negotiated with BMU in 1996 that has since become outdated.

Pursuant to 20 CSR 4240-4.017(1)(D), waivers of the 60-day notice requirement may be granted for good cause shown. The rule further provides that good cause includes "a verified declaration from the filing party that it has had no communication with the office of the commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case..." As indicated in the Affidavits executed by Company BMU attached as Appendices 2 and Appendix 3 to this *Application*, respectively, neither Company nor BMU have had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days.[2] Accordingly, Company and BMU have established good cause for a waiver from the 60-day requirement of 20 CSR 4240-4.017(1). No other public utility will be affected by granting the Company a waiver from this requirement.

II. 20 CSR 4240-2.060(1), (A) through (M)

Paragraph (A) – Joint Applicants

3. Company is a Missouri corporation doing business under the fictitious name of Ameren Missouri, organized and existing under the laws of the State of Missouri, in good standing in all respects, with its principal office and place of business located at One Ameren Plaza, 1901 Chouteau Avenue, St. Louis, Missouri 63103. Company is engaged in providing electric and gas utility services in portions of Missouri as a public utility under the jurisdiction of the Commission. Company is a subsidiary of Ameren Corporation.

4. BMU is a municipally owned electric utility operating under Chapter 91 RSMo, with its principal office at 107 East Malone Avenue, Sikeston, MO 63801. BMU is engaged in the distribution of electric energy and service, but is not considered an electric corporation

[2] Appendix 2 and Appendix 3 are incorporated by reference into this *Joint Application* and made a part hereof for all purposes.

pursuant to Section 386.020.15 RSMo. The commission's jurisdiction over BMU is limited accordingly.

Paragraph (B) – Articles of Incorporation; Paragraph (E) – Fictitious Name; Paragraph (G) – Information Previously Submitted; Paragraph (H) – Character of Business[3]

5. Company previously submitted to the Commission a certified copy of its Articles of Incorporation (See Case No. EA-87-105), as well as its Fictitious Name Registrations as filed with the Missouri Secretary of State's Office (See Case No. EA-2019-0181). A certified copy of Company's Certificate of Corporate Good Standing is attached hereto as Appendix 4, which is incorporated into this *Joint Application* and made a part hereof for all purposes. Other than cases that have been docketed at the Commission, Company has no pending actions or final unsatisfied judgments or decisions against it from any state or federal court or agency within the past three (3) years which involve customer service or rates. Company has no annual report or assessment fees that are overdue.

Paragraph (F) – Political Subdivision; Paragraph (H) – Character of Business[4]

6. BMU is a municipally owned electric provider empowered to operate under Chapter 91 RSMo.

Paragraph (I) – Correspondence and Communication

7. Correspondence and Communication -- Correspondence, communications, orders and decisions in regard to this Application should be directed to:

[3] Paragraphs (C), (D), and (F) do not apply to Ameren Missouri. Paragraphs (B), (E), and (G) do not apply to BMU
[4] Paragraphs (B), (E), and (G) do not apply to BMU

For Company	For BMU
Tom M. Byrne Sr. Director Regulatory Affairs Ameren Missouri 1901 Chouteau Avenue PO Box 66149, MC 1450 St. Louis, MO 63166-6149 (314)554-2514 (phone) (314)554-4014 (fax) tbyrne@ameren.com	Richard Landers Director BMU 107 E. Malone PO Box 370 Sikeston, MO 63801 (573) 471-3228(phone) (573) 471-7288 (fax) rlanders@sbmu.net

Paragraph (K) – Actions, Judgments, and Decisions; Paragraph (L) – Fees[5]

8. Company has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates that have occurred within three years of the date of this *Joint Application*. By the nature of its business, Company has, from time-to-time, pending actions in state and federal agencies and courts involving customer service or rates. Company has no annual report or assessment fees overdue to this Commission.

9. BMU has no final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates that have occurred within three years of the date of this *Joint Application*.

Paragraph (M) – Affidavit

10. Affidavits in support of this *Joint Application* by authorized individuals are included as Appendices 2 and 3.

III. Section 393.106.2 RSMo

11. Section 393.106.2 RSMo provides that the Commission, "upon application made by an affected party, may order a change of suppliers on the basis that it is in the public interest for a reason other than a rate differential." As previously noted in Paragraph 1 above, Ameren

[5] Paragraph (J) does not apply to the Joint Applicants.

Missouri currently provides service to these six customer accounts via an existing agreement with BMU that has been in place since 1996.[6] Ameren Missouri owns only the metering and the bare minimum in the way of infrastructure in order to provide service to these customers, and must provide service via BMU pursuant to the 1996 agreement in order to facilitate that service. Ultimately, Ameren Missouri is operating as an intermediary between BMU and these six customer accounts. Further complicating matters is that when there are service issues, Ameren Missouri often finds itself in the position of requiring its customers to reach out to BMU for resolution, potentially causing confusion for customers, particularly since BMU services nearby customers not impacted by the 1996 BMU/Ameren agreement. As a result, BMU and Ameren Missouri are in agreement that these customers can enjoy an improved customer service experience and the utilities can experience improved operational efficiencies by implementing this change: removing Ameren Missouri from its intermediary position. Accordingly, to promote the public interest in reducing potential confusion amongst suppliers in a limited geographic area, Ameren Missouri and BMU have executed the Letter Agreement included as Appendix 1 to this *Application* through which Ameren Missouri will transfer these six customer accounts to BMU. The names and addresses of the six customer accounts, as well as the legal descriptions of the area in question, are found in Attachments A and B to Appendix 1, and are made a part hereof for all purposes. This arrangement is not predicated on rate differential, but on the practicality of Ameren Missouri continuing to operate as an effective legacy intermediary between BMU and these six customer accounts. Because BMU has operated as an electric service provider for some time, including in the immediate vicinity of these customers, impact to the customers' service quality is not expected to be detrimentally

[6] As previously noted, the per kWh pricing Ameren Missouri to BMU per the 1996 agreement is outdated.

impacted, and in fact, is expected to improve by allowing these customers to be served through a single, electric distribution utility.

WHEREFORE, Ameren Missouri respectfully request that, the 60-day notice requirement be waived and that the Commission approve the Letter Agreement transferring these six customer accounts to BMU.

Respectfully submitted,

/s/ *Paula N. Johnson*

Paula N. Johnson
Missouri Bar No. 68963
Senior Corporate Counsel
Ameren Missouri
1901 Chouteau Avenue
St. Louis, MO 63103
(314) 554-3533 (phone)
(314) 554-4014 (fax)
AmerenMOService@ameren.com

Eric Kendall Banks
Missouri Bar No. 28655
Banks Law LLC
308 N 21st Street, Suite 401
St Louis, MO 63103
(314) 583-7075 (phone)
(302) 365-2789 (fax)
ericbanks@bankslawllc.com

For UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI

/s/ *Joseph C. Blanton, Jr.*

Joseph C. Blanton, Jr.
Missouri Bar No. 32769
219 S. Kingshighway, PO Box 805
Sikeston, MO 68301
(573) 471-1000 (phone)
(573) 471-1012 (fax)
jblanton@blantonlaw.com

For BOARD OF MUNICIPAL UTILITIES OF THE CITY OF SIKESTON, MISSOURI

APPENDICES TO JOINT APPLICATION

Appendix Number and Description

Appendix 1 Letter Agreement

Attachment A – CONFIDENTIAL List of Current Customers

Attachment B – Legal Description

Appendix 2 Company's Affidavit in Support of Application

Appendix 3 - BMU's Affidavit in Support of Application

Appendix 4 Company's Certificate of Corporate Good Standing

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the Staff of the Commission and the Office of the Public Counsel on this via electronic mail (e-mail) on this 19th day of May, 2021.

/s/ Paula N. Johnson
Paula N. Johnson

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 20th day of May, 2021.

Morris L. Woodruff
Secretary

Digitally signed by MOPSC
DN: CN=MOPSC, O=MOPSC, OU="", E=kim.happy@psc.mo.gov, C=US
Reason: I attest to the accuracy and integrity of this document
Location: Cole County, Missouri
Date: 2021.05.20 15:25:32-05'00'
Foxit PhantomPDF Version: 10.1.1

MISSOURI PUBLIC SERVICE COMMISSION

May 20, 2021

File/Case No. EO-2021-0401

Missouri Public Service Commission
Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounselservice@psc.mo.gov

Office of the Public Counsel
Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@opc.mo.gov

City of Sikeston, Missouri
Joseph C Blanton, Jr.
219 S. Kingshighway
PO Box 805
Sikeston , MO 68301
jblanton@blantonlaw.com

Union Electric Company
Eric K Banks
1824 Chouteau Avenue
St. Louis, MO 63103
ericbanks@bankslawllc.com

Union Electric Company
Paula Johnson
1901 Chouteau Avenue
St Louis, MO 63103
AmerenMOService@ameren.com

Bootheal Animal Clinic
2166 N. Main St.
Sikeston, MO 63801

Vanpools Auto Care and Tires
2040 N. Main St.
Sikeston, MO 63801

I.C. Sikeston
2010 N. Main St.
Sikeston, MO 63801

Larry G. Hale
2084 N. Main St.
Sikeston, MO 63801

Vanpools Paint and Body LLC
2025 N. Main St.
Sikeston, MO 63801

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



Morris L. Woodruff
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.