

**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, )  
and Platte-Clay Electric Cooperative, Inc., ) File No. EO-2017-\_\_\_\_\_  
for an Order Approving the Territorial )  
Agreement between Ameren Missouri and Platte-Clay )  
Electric Cooperative, Inc. in Ray, Clinton, Caldwell and )  
Clay Counties, Missouri. )

**JOINT APPLICATION**

**COME NOW**, Union Electric Company d/b/a Ameren Missouri (the Company), a Missouri corporation, and Platte-Clay Electric Cooperative, Inc. (Cooperative), (collectively, Joint Applicants) and for their Joint Application to the Missouri Public Service Commission (Commission) for an order approving Joint Applicants' Territorial Agreement (Territorial Agreement) pursuant to Sections 393.106 and 394.312, RSMo, which cover electric corporation and electric cooperative service rights, respectively. In support of their position, the Joint Applicants state as follows:

**INTRODUCTION**

1. Joint Applicants have concluded discussions in order to clarify any ambiguous rights and obligations in areas where their service territories border. The Joint Applications have designated the boundaries of their respective exclusive electric service areas, which will become effective upon the completion of this transaction. These designated boundaries are more particularly described in the Territorial Agreement included as Schedule 1 to this Application. The Territorial Agreement is incorporated by reference into this Application and made a part hereof for all purposes.

2. Section 394.312, RSMo. requires submission to, and approval by, the Commission of such territorial agreements. Section 394.080.2 provides that rural electric cooperatives shall have the power to supply electricity in cities, towns, and villages with a population in excess of 1,500 under certain conditions. The Joint Applicants therefore submit this Application in accordance with the referenced statutes as well as the general application requirements of 4 CSR 240-2.060(1), as well as the more specific territorial agreement filing requirements of 4 CSR 240-3.130(1). The Joint Applicants also request certain findings and orders in order to fully perform the obligations created by the Territorial Agreement. Accordingly, this Joint Application is divided into the following sections:

- I. RSMo Section 394.080.2
- II. 4 CSR 240-2.060(1), (A) through (M)
- III. 4 CSR 240-3.130(a), (A) through (E)
- IV. Other Requested Findings and Orders

The information required by both rules, as well as the additional findings the Company and the Cooperative request, is discussed in more detail below.

### **I. RSMo Section 394.080.2**

3. Section 394.080.2 provides that:

[R]ural electric cooperatives shall have the power to supply electric energy at retail after August 28, 1989, in cities, towns and villages having a population in excess of fifteen hundred inhabitants under the following conditions:

(1) The cooperative was the predominant supplier of retail electric energy within the city, town or village at the time any official United States Census Bureau "decennial census report" declares the population of such city, town or village to be in excess of fifteen hundred inhabitants;

(2) The city, town or village has granted to the cooperative a franchise to supply electric energy within the city, town or village.

3. In addition, the cooperative shall provide, concurrent with its application to the city, town or village for its initial franchise, written notice of its franchise

application to all other providers of electric energy at retail operating within such city, town or village.

Company and Cooperative have determined that the conditions listed by statute do not apply and that this Joint Application is made in compliance with the statute. Still, Company and Cooperative considered existing franchises and provision of services to customers in small cities into account in reaching the terms of the Territorial Agreement.

## **II. 4 CSR 240-2.060(1), (A) through (M)**

### **Paragraph (A) – Joint Applicants**

4. 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.

5. Cooperative is a corporation organized and existing under the laws of the State of Missouri and has its principal office at 1000 W 92 Highway, Kearney, Missouri 64060. Its email address is [Mail@PCEC.coop](mailto:Mail@PCEC.coop); its phone number is (816) 628-3121; its fax number is (816) 628-3141. It is a Chapter 394 RSMo rural electric cooperative corporation engaged in the distribution of electric energy and service to its members in Missouri.

### **Paragraph (B) – Articles of Incorporation; Paragraph (E) – Fictitious Name; Paragraph (G) – Information Previously Submitted; Paragraph (H) – Character of Business<sup>1</sup>**

6. 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

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<sup>1</sup> Paragraphs (C), (D), and (F) do not apply to the Joint Applicants.

the Missouri Secretary of State's Office (See Case Nos. EN-2011-0069 and GN-2011-0070). A certified copy of Company's Certificate of Corporate Good Standing is attached hereto as Schedule 2. These documents are incorporated by reference and made a part of this Joint Application 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.

7. A certified copy of Cooperative's Articles of Incorporation from the Secretary of State is attached as Schedule 3, and a certified copy of the Cooperative's Certificate of Corporate Good Standing are attached hereto as Schedule 4.

**Paragraph I – Correspondence and Communication**

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

For Company

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](mailto:tbyrne@ameren.com)

For Cooperative

Michael R. Torres  
Chief Executive Officer/  
General Manager  
Platte-Clay Electric Cooperative, Inc.  
1000 W 92 Highway  
Kearney, MO 64060  
(816) 628-3121 (phone)  
(816) 628-3141 (fax)  
[Mail@PCEC.coop](mailto:Mail@PCEC.coop)

**Paragraph (K) – Actions, Judgments, and Decisions; Paragraph (L) – Fees<sup>2</sup>**

9. 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-

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<sup>2</sup> Paragraph (J) does not apply to the Joint Applicants.

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.

10. Cooperative 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**

11. Affidavits in support of this application by authorized individuals are included with this Joint Application as Schedules 5 and 6 for the Company and the cooperative, respectively.

**III. 4 CSR 240-3.130(1), (A) through (E)**

**Paragraph (A) – Territorial Agreement and Description of Property**

12. As previously noted, the Territorial Agreement is included as Schedule 1 to this Joint Application. Attached as exhibits to this Territorial Agreement are the following, which describe and visually depict to the extent practical the boundaries designated for the Cooperative's and Company's respective exclusive electric service areas within Ray, Clinton, Caldwell, and Clay Counties:

Exhibit A: A description of certain properties that will be retained by the Cooperative, and are therefore excluded from the descriptions and visual depictions contained in Exhibits B and C served by Company ("Exclusion Properties").

Exhibit B: A metes and bounds description of the exclusive service of the Company, except and less Cooperative's Exclusion Properties described in Exhibit A; and

Exhibit C: A depiction of the exclusive service areas of Company (i.e., within the red borders shown in the maps), except and less Cooperative's Exclusion Properties described in Exhibit A.

Exhibits A, B, and C to the Territorial Agreement are incorporated by reference into this Joint

Application and made a part hereof for all purposes. Company will provide an electronic map upon request of the Commission or Commission Staff. The Territorial Agreement only establishes amended electric service territories for the Applicants in specific locations within the referenced counties; it does not affect, in any way, the rights or service areas of any other electric service provider.

**Paragraph (B) – Other Electric Suppliers**

13. The Cooperative has statutory authority to provide service in the areas it proposes to serve under the Territorial Agreement. No other regulated electric supplier provides electric service in the specific areas sought to be certificated.

**Paragraph (C) – Illustrative Tariff**

14. Due to the Territorial Agreement, the Company is proposing Tariff revisions as contained in Schedule 7 to this Joint Application.

**Paragraph (D) – Public Interest**

15. This Territorial Agreement is not detrimental to the public interest; in fact, the Territorial Agreement is beneficial to the public interest. The establishment of exclusive service territories within this geographic area will prevent future duplication of electric service facilities, will result in economic efficiencies and future cost savings, and will benefit the public safety and community aesthetics. The Territorial Agreement will also provide certainty for future customers regarding their electric service provider. Additionally, establishing these boundaries now will significantly lessen the chances of future disputes, which require resources and potential Commission intervention, to resolve.

### **Paragraph (E) – Required Service Changes for Customers**

16. At the time of this filing, no persons or structures will have utility service changed by the proposed Territorial Agreement.

### **IV. Other Requested Findings and Orders**

17. The Joint Applicants request certain Findings and Orders from the Commission so that they may carry out the obligations and requirements arising from the Territorial Agreement for which they are requesting approval. Specifically, the Joint Applicants request the following Findings and Orders:

- a. Joint Applicants will have occasion to construct, operate and maintain facilities in the electric service territory of the other as described in the Territorial Agreement.
- b. Joint Applicants respective service responsibilities beyond the boundaries of the Territorial Agreement will remain unaffected by the terms of the Territorial Agreement.
- c. As stated in the Territorial Agreement, each Joint Applicant will retain their respective rights to serve existing customers within the electric service area of the other for the indefinite future.
- d. In general, each Joint Applicant will have the authority to construct, operate and maintain facilities throughout the electric service area of the other as necessary to implement the Territorial Agreement.
- e. Company's certificates of public convenience and necessity will not be impaired, except as specifically limited by the Territorial Agreement.

### **CONCLUSION**

18. The Joint Applicants request approval of the Territorial Agreement which they have negotiated in good faith in order to further the public interest, as described above. This Territorial Agreement clarifies any ambiguous rights and obligations in areas where their service

territories border. The Joint Applications have designated the boundaries of their respective exclusive electric service areas, which will become effective upon the completion of this transaction. Section 394.312, RSMo. requires submission to, and approval by, the Commission of such territorial agreements. The Joint Applicants request the Commission determine that this Joint Application fulfills the requirements of 4 CSR 240-2.060(1) and 4 CSR 240-3.130(1) for the approval of this type of agreement, and provide the requested Findings and Orders so that the Territorial Agreement can be implemented.

**WHEREFORE,** Company and Cooperative, as Joint Applicants, respectfully request that the Commission approve the negotiated Territorial Agreement, including:

- (1) The Joint Applicants have fulfilled the filing requirements of 4 CSR 240-2.060(1);
- (2) The Joint Applicants have fulfilled the filing requirements of 4 CSR 240-3.130(1), including that the designated service area boundaries contained in the Territorial Agreement are not detrimental to the public interest;
- (3) Joint Applicants will have occasion to construct, operate and maintain facilities in the electric service territory of the other as described in the Territorial Agreement.
- (4) Joint Applicants' respective service responsibilities beyond the boundaries of the Territorial Agreement will remain unaffected by the terms of the Territorial Agreement.
- (5) As stated in the Territorial Agreement, each Joint Applicant will retain their respective rights to serve existing customers within the electric service area of the other for the indefinite future.
- (6) In general, each Joint Applicant will have the authority to construct, operate and maintain facilities throughout the electric service area of the other as necessary to implement the Territorial Agreement.
- (7) Company's certificates of public convenience and necessity will not be impaired, except as specifically limited by the Territorial Agreement.

- (8) Company may perform in accordance with the terms of the Territorial Agreement, and enter into and execute all other documents reasonably necessary and incidental to the performance of the transactions which are the subject of this Joint Application;
- (9) Company's proposed tariff revisions reflecting the terms of the Territorial Agreement are appropriate; and
- (10) Other relief is granted as is deemed necessary to accomplish the purposes of this Joint Application and to consummate related transactions.

Respectfully submitted,

/s/Wendy K. Tatro

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/s/Lowell D. Pearson

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Attorney for Platte-Clay Electric  
Cooperative, Inc.

## **SCHEDULES TO JOINT APPLICATION**

### **Schedule Number and Description**

- Schedule 1 - Territorial Agreement
  - Exhibit A Description of Cooperative's Section 2.2 Exception Areas
  - Exhibit B Description of Exclusive Service Area of Company  
(Subject to Cooperative Exceptions on Exhibit A)
  - Exhibit C Depiction of Exclusive Service Area of Company  
(Area within red boundaries - Subject to Cooperative  
Exceptions on Exhibit A)
- Schedule 2 - Company's Certificate of Corporate Good Standing
- Schedule 3 - Cooperative's Articles of Incorporation
- Schedule 4 - Cooperative's Certificate of Corporate Good Standing
- Schedule 5 - Company's Affidavit in Support of Application
- Schedule 6 - Cooperative's Affidavit in Support of Application
- Schedule 7 - Company's Proposed Tariff Revisions