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July 18, 2002

Via Federal Express

Mr. Dale Hardy Roberts
Secretary / Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street – Suite 100
Jefferson City, Missouri 65101



RE: Direct Testimony of Robert W. Schmidt / MPSC EO-2002-109
In the matter of the Joint Application of Union Electric Company d/b/a
AmerenUE and Cuivre River Electric Cooperative for approval of a written
Territorial Agreement designating the boundaries of each electric service
supplier in portions of Lincoln and Warren Counties/

Dear Mr. Roberts:

Enclosed for filing in the above matter, on behalf of Union Electric Company, are an original and eight (8) copies of the ***Direct Testimony of Robert W. Schmidt.***

Kindly stamp as filed the copy of the enclosed cover letter and return to me in the envelope provided.

Very truly yours,

A handwritten signature in black ink, appearing to read "William B. Bobnar", followed by a long horizontal line.

William B. Bobnar
Associate General Counsel

WBB:mas
Enclosures

cc: Office of Public Counsel
Service List

In the Matter of the Application of Union Electric Company d/b/a AmerenUE and Cuivre River Electric Cooperative for Approval of a Written Territorial Agreement Designating the Boundaries of Each Electric Service Supplier within Portions of Lincoln and Warren Counties in Missouri.



Exhibit No.:
Issues: Union Electric Company
d/b/a AmerenUE / Cuivre River
Territorial Agreement- All
Witness: Robert W. Schmidt
Type of Exhibit: Direct Testimony
Sponsoring Party: Union Electric Company
d/b/a AmerenUE
Case No.: MPSC Docket No. EO-2002-1091
Date Testimony Prepared: July 19, 2002

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EO-2002-1091

Direct Testimony

of

Robert W. Schmidt

Jefferson City, Missouri

**DIRECT TESTIMONY
OF
ROBERT W. SCHMIDT**

**MISSOURI PUBLIC SERVICE COMMISSION
Case No. EO-2002-1091**

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME.

A. Robert W. Schmidt.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Union Electric Company, which is doing business as AmerenUE, (“AmerenUE”) as District Manager of its Wentzville District.

Q. PLEASE SUMMARIZE YOUR PRIOR WORK EXPERIENCE AT AMERENUE.

A. I began work for AmerenUE in June, 1969 after graduation from college. During my tenure at AmerenUE I have worked as a Engineer, District Engineer, and Supervising Engineer. I have been District Manager since 1987.

Q. WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?

A. My educational and professional background is as follows:

BS in Electrical Engineering: University of Missouri at Rolla

I am a registered professional engineer in the State of Missouri

Q. ARE YOU FAMILIAR WITH THE SUBJECT MATTER OF THIS CASE?

A. Yes, I am. This case involves the Missouri Public Service Commission's review of the Joint Application of AmerenUE and Cuivre River Electric Cooperative (“CREC”) (collectively referred to as the “Joint Applicants”) requesting that the Missouri Public Service Commission

("Commission") issue an order (1) approving a Second Territorial Agreement between AmerenUE and CREC designating the boundaries of each electric service supplier in Lincoln and Warren Counties in Missouri (the "Second Territorial Agreement") pursuant to Section 394.312 RSMo. 2000; (2) finding that the Second Territorial Agreement shall not impair AmerenUE's certificates of convenience and necessity, except as specifically limited by said Agreement; (3) approving AmerenUE's change to its tariffs as illustrated in Exhibit C to the Joint Application; (4) authorizing AmerenUE to make offers as described in Section 11 of the Joint Application to potential customers in the Competition Area, an area that is described in Article 5 of the Second Territorial Agreement, the same constituting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. pursuant to 4 CSR 240-14.010(2) and (7) granting such other relief as deemed necessary to implement the Second Territorial Agreement and other items contemplated by the Joint Application.

Q. HOW DID YOU BECOME FAMILIAR WITH THE SUBJECT MATTER OF THIS CASE?

A. I negotiated the Second Territorial Agreement on behalf of AmerenUE.

Q. WHAT RELIEF ARE THE JOINT APPLICANTS IN THIS MATTER REQUESTING FROM THE COMMISSION?

A. AmerenUE and CREC are requesting that the Commission issue an order (1) finding that the designated electric service areas for AmerenUE and CREC in the Second Territorial Agreement are not detrimental to the public interest and approving the Second Territorial Agreement, which is attached as **Schedule 1** hereto; (2) authorizing AmerenUE and CREC to perform in accordance with the terms and conditions of the Second Territorial Agreement; (3) finding that the Second Territorial Agreement shall not impair AmerenUE's certificates of public convenience and necessity, except as specifically limited by the Second Territorial Agreement;

(4) approving AmerenUE's change to its tariffs as shown in its Illustrative Tariffs, which are attached as **Schedule 3** hereto; (5) authorizing AmerenUE to make offers to potential customers in the Competition Area, which is described in Article 5 of the Second Territorial Agreement, the same constituting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq.; (6) permitting AmerenUE to make said offers without prior Commission approval provided, however, that recovery of the cost of extending service to a new structure wherein an offer was made shall only be allowed upon a finding by the Commission based upon evidence submitted by AmerenUE that it will receive a benefit by providing service to the new structure and that such service will benefit its existing customers; (7) requiring, if an offer is accepted, that AmerenUE shall issue a report to the Commission Staff within two (2) weeks of its acceptance containing a description of the offer, the location and short description of the new structure to be served, the overall cost to serve the customer, the cost associated with the charges being waived, the annual revenue, and any other evidence that AmerenUE will receive a benefit by providing service to the new structure and such service will benefit its existing customers; (8) granting, in the event the Commission rejects an offer and within five (5) years of the date of said rejection, AmerenUE the ability to petition the Commission to reconsider its determination by presenting the Commission with new or updated evidence that AmerenUE has received a benefit by providing service to the new structure or that such service has benefited its existing customers; and (9) granting such other relief as deemed necessary to accomplish the purposes of the Joint Application.

II. THE SECOND TERRITORIAL AGREEMENT

Q. IDENTIFY, FOR THE RECORD, SCHEDULE 1 TO YOUR TESTIMONY.

A. **Schedule 1** is the Second Territorial Agreement between AmerenUE and CREC, without Exhibit A, the maps, because they have been previously filed with the Commission. The required metes and bounds descriptions of the exclusive service areas of AmerenUE and CREC are contained in the Exhibits 2 and 3 to the Second Territorial Agreement, respectively.

Q. ARE YOU FAMILIAR WITH THE CONTENTS OF THE SECOND TERRITORIAL AGREEMENT?

A. Yes, as I stated earlier, I negotiated the Second Territorial Agreement.

Q. HAS THE COMMISSION APPROVED A PRIOR TERRITORIAL AGREEMENT BETWEEN AMERENUE AND CREC?

A. On October 30, 1992, the Applicants entered into a written territorial agreement designating the boundaries of each Applicant's exclusive service area for new structures in St. Charles County (hereinafter the "First Territorial Agreement"). The First Territorial Agreement was approved by the Commission in Case No. EO-93-166 by Report and Order on March 5, 1993.

Q. PLEASE, BRIEFLY DESCRIBE THE PRINCIPAL FEATURES OF THE SECOND TERRITORIAL AGREEMENT.

A. The Territorial Agreement defines exclusive service areas as between AmerenUE and CREC in portions of Lincoln and Warren counties. Exhibit 2 to the Second Territorial Agreement is a metes and bounds description of AmerenUE's exclusive service area. Exhibit 3 to the Second Territorial Agreement is a metes and bounds description of CREC's exclusive service area. Exhibit 1 is a series of maps showing both Joint Applicants' exclusive service areas. The Territorial Agreements do not limit construction of appropriate facilities wherever necessary to provide reliable electric service in the respective areas. The Second Territorial Agreement provided a method for dealing with odd cases such as new structures located precisely on the boundary line, as an arbitrary boundary line could lead to an impractical unreasonable result.

Q. DOES THE SECOND TERRITORIAL AGREEMENT REQUIRE THE EXCHANGE OF ANY AMERENUE CUSTOMERS OR CREC MEMBERS TO THE OTHER ELECTRIC SUPPLIER?

A. It does not require any customer exchange of any type.

Q. ARE THERE ANY EXCEPTIONS TO THE EXCLUSIVE SERVICE AREAS OF EITHER JOINT APPLICANT?

A. Yes, there is an exception to AmerenUE's and CREC's exclusive service areas set forth in the Second Territorial Agreement. AmerenUE and CREC are presently supplying electric service or have under contract to supply electric service to certain subdivisions, trailer parks, and developments that are located in the other party's exclusive service area under the Second Territorial Agreement. These subdivisions, trailer parks, and developments are listed in Exhibit 5 to the Second Territorial Agreement. Article 7 of the Territorial Agreement grants the electric supplier designated in Exhibit 5 the exclusive right to serve any new structures located in the subdivision, trailer parks and developments listed in Exhibit 5. Existing structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of the Second Territorial Agreement.

Q. WHY WAS THIS PROVISION INCLUDED IN THE TERRITORIAL AGREEMENT?

A. During the negotiations it became apparent that both parties were developing subdivisions and other developments in areas where the other party had concentrated facilities. Therefore, any attempt to include these developments in a party's exclusive service area would have resulted in overly complex, serpentine boundary lines. The parties desired compact, simple

boundaries. In order to maximize a party's investment in existing facilities and reduce duplication, it also made sense to have the party who initially deployed facilities in a development to completely serve that development.

Q. DOES THE SECOND TERRITORIAL AGREEMENT INCLUDE ANY UNIQUE PROVISIONS?

A. The Second Territorial Agreement, like the First Territorial Agreement, contains an area in Warren County, an area designated in the Second Territorial Agreement as the Competition Area, which the Applicants were unable to partition. The Competition Area is specifically described by metes and bounds in Exhibit 4 to the Second Territorial Agreement.

The First Territorial Agreement contained an area, the "Highway T Corridor," where both AmerenUE and CREC can serve and AmerenUE has the authority to make offers and waive charges to potential customers, notwithstanding the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. to the contrary. During the course of negotiations for the First Territorial Agreement, each party assumed that the Highway T Corridor would be part of exclusive service territory eventually. During their final negotiation that resulted in the First Territorial Agreement, the parties left the Highway T Corridor open to competition, hoping to revisit the issue later. **Schedule 2** to my testimony is a drawing showing the location of the Competition Area in relation to the Highway T Corridor from the First Territorial Agreement.

In negotiating the Second Territorial Agreement AmerenUE and CREC were again unable to partition the Highway T Corridor and the adjacent sections that make up the Competition Area.

Q. DID AMERENUE AND CREC REACH ANY UNDERSTANDING ABOUT THE COMPETITION AREA?

A. Neither AmerenUE nor CREC at this time is willing to make concessions in the Competition Area, but both parties wish to avoid future disputes with respect to the census. Therefore, the Joint Applicants agreed that the CREC should be able to continue to serve in the Competition Area in the event the population in a future decennial census exceeds 1500. This provision is incorporated into Article 5 of the Second Territorial Agreement. In order for AmerenUE to retain parity with CREC during the development of the Highway T Corridor, the Joint Applicants also request that the Commission grant AmerenUE the authority to make offers and waive charges to potential customers in accordance with the procedure described below, notwithstanding the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. to the contrary. CREC fully supports AmerenUE's request.

Q. IS THIS WAIVER PROVISION INCLUDED IN THE SECOND TERRITORIAL AGREEMENT?

A. No, it is not. In the Report and Order in Case No. EO-93-166, the Commission approved the First Territorial Agreement which includes specific language permitting AmerenUE to make offers contrary to the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. in the Highway T Corridor. In the Report and Order the Commission stated that future requests for a waiver from the Commission's Utility Promotional Practices Rule should be made separately and not made part of a territorial agreement. This is what we have done here.

Q. DOES THE SECOND TERRITORIAL AGREEMENT AFFECT, IN ANY WAY, ANY OTHER ELECTRIC SERVICE SUPPLIERS?

A. The Second Territorial Agreement only establishes electric service territories for AmerenUE and CREC in portions of Lincoln and Warren Counties; it does not affect, in any way, the rights of or the service area of any other electric service supplier. Section 394.312 RSMo. permits "territorial agreements to specifically designate the boundaries of the electric service area of each electric service supplier subject to the agreement...." Since only AmerenUE and CREC have signed the Second Territorial Agreement, they are the only electric service suppliers subject to the Agreement. No other electric suppliers serve in the counties covered by the Second Territorial Agreement.

Q. DOES THE SECOND TERRITORIAL AGREEMENT LIMIT THE CONSTRUCTION OF TRANSMISSION AND DISTRIBUTION FACILITIES?

A. The Second Territorial Agreement does not limit either AmerenUE's or CREC's right to construct transmission and distribution facilities wherever necessary, including, but not limited to, the electric service area of the other company, as they see fit in order to provide electric service in their respective areas.

Q. WILL AMERENUE MAINTAIN FACILITIES IN THE SERVICE TERRITORY OF CREC?

A. Yes, The Second Territorial Agreement permits and AmerenUE will continue to have facilities in its service territory beyond the boundaries of the Territorial Agreement. As I have already mentioned, AmerenUE will continue to serve customers in CREC's service territory for which it must maintain distribution facilities. AmerenUE may also have to construct additional facilities through CREC service territory to serve new loads.

Q. HOW LONG DOES THE TERRITORIAL AGREEMENT REMAIN IN EFFECT?

A. The Second Territorial Agreement's term is perpetual.

Q. WILL AMERENUE REQUIRE ANY ADDITIONAL FRANCHISES AS A RESULT OF ENTERING INTO THE TERRITORIAL AGREEMENT?

A. No.

Q. WILL AMERENUE TRANSFER ANY FRANCHISES TO CREC PURSUANT TO THE TERRITORIAL AGREEMENT?

A. No.

II. SECOND TERRITORIAL AGREEMENT IS IN THE PUBLIC INTEREST

Q. WHY DID AMERENUE ENTER INTO THE SECOND TERRITORIAL AGREEMENT?

A. AmerenUE's principal reason for entering into the Second Territorial Agreement was to resolve a dispute between the Joint Applicants with respect to Wright City, Moscow Mills, and St. Paul, municipalities whose populations, according to the 2000 decennial census, are in excess of 1500. By the law, rural electric cooperatives cannot continue to operate in municipalities in excess of 1500 unless they satisfy the requirement of Section 394.080.5 RSMo. 2000. This section requires a cooperative that desires to continue to serve in this area to be the "predominate supplier." The Commission has the authority to hear disputes with respect to Section 294.080.5 RSMo. 2000. After the decennial census in the year 2000, the populations of Wright City, Moscow Mills, and St. Paul all exceeded 1500. In Wright City and Moscow Mills the evidence was not conclusive on whether the CREC was the predominate supplier in these municipalities. Both municipalities desired that AmerenUE and CREC resolve the dispute amicably. The

Second Territorial Agreement resolves this dispute by allowing the Cooperative to serve in its exclusive service area. It also avoids the need for the Commission to hear and decide whether CREC has the right to serve new structures in these municipalities as the “predominate supplier” at the time the decennial census declared the city in excess of 1500 population pursuant to Section 394.080.5 RSMo. 2000.

Q. WHY IS THE TERRITORIAL AGREEMENT IN THE PUBLIC INTEREST?

A. In addition to resolving the dispute on whether CREC has the right to continue to serve in Wright City and Moscow Mills, the principal advantage of the Second Territorial Agreement is that it prevents continued duplication of facilities in the affected areas. In the future, a second electric supplier will no longer build lines that are redundant and wasteful. With the end of destructive competition, each electric supplier will be able to focus its efforts on efficiently using its resources to better serve its customers. The resulting service areas will also be exclusive. The public will have more certainty in whom to call for service and service issues. AmerenUE’s system planning ability will be improved. By knowing that AmerenUE will be serving all the customers in our exclusive service area, we can better plan substation locations and sizes and feeder routes and sizes. All in-place facilities can be utilized to serve new customers and reinforce the system. Therefore, AmerenUE will not be an impediment to industrial and residential development and all facilities will be utilized to their fullest, based on the load in the area.

In addition, AmerenUE believes that its exclusive service areas have higher growth rates, which in the long run will amplify the benefits I discussed above, as the area’s population and load density increases much more than the rural areas traded away ever would have.

III. WAIVER OF THE UTILITY PROMOTIONAL PRACTICES RULE, 4 CSR 240-14.010 ET SEQ.

Q. HAS AMERENUE REQUESTED A WAIVER OF THE UTILITY PRACTICES RULE, 4 CSR 240-14.010 ET SEQ.?

A. Yes, it has. As I have earlier discussed, in order for AmerenUE to retain parity with CREC in the Competition Area, the Joint Applicants request that the Commission grant AmerenUE the authority to make offers and waive charges to potential customers in accordance with the procedure described below, notwithstanding the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. to the contrary. CREC fully supports AmerenUE's request in this regard. Like the blanket waiver granted to AmerenUE with respect to the Highway T Corridor in Case No. EO-93-166, AmerenUE requests that the Competition Area waiver is for any charge for any service to any new structure located in the Competition Area, including wiring, conduit, appliances or equipment.

Q. DO THE JOINT APPLICANTS HAVE GOOD CAUSE FOR THIS REQUEST?

A. The Second Territorial Agreement presents a unique situation in that it allocates service rights over a portion of the service areas of two electric service providers with complicated electric distribution systems. Like the negotiations leading up to the First Territorial Agreement, the Joint Applicants were unable to allocate the Competition Area. Therefore, the Applicants desire to reach the same compromise for the Competition Area that was approved by the Commission for the Highway T Corridor in Case No. EO-93-166 – granting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. The Commission has good cause to grant the requested waiver. The potential for future territorial agreements

between the Joint Applicants remains high and the Competition Area and the Highway T Corridor are highly likely to be a beginning point for any future territorial agreements.

AmerenUE desires to maintain an equal competitive position during any subsequent period of negotiation and the waiver will help in accomplishing this goal. The waiver is limited to the Competition Area and is similar to the waiver granted for the Highway T Corridor in Case No. EO-93-166. The authority to waive charges in the Competition Area will not result in unjust discrimination among Company ratepayers. The waiver request procedure to be employed contains an assurance that any offers made will benefit AmerenUE and its existing customers. The costs arising from the offers made will only be recovered from ratepayers only after the Commission finds if the offers benefit existing customers.

Q. BRIEFLY DESCRIBE THE COMMISSION REVIEW PROCEDURE WITH RESPECT TO OFFERS MADE BY AMERENUE IN THE COMPETITION AREA.

A. Because AmerenUE has not had any offers accepted in the Highway T Corridor area under the First Territorial Agreement that would have required Commission approval, we had no precedent with regard to the waiver procedure. AmerenUE proposes to employ the following procedure, which is based upon the Commission's Report and Order in Case No. EO-93-166:

A. AmerenUE may make offers without prior Commission approval that waive charges for new service to any new structure located in the Competition Area. Such offers shall constitute a waiver of the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq. AmerenUE shall not be required to make offers and AmerenUE shall make an offer if and only if it believes the investment, considering all relevant factors, is justified.

B. If the offer is rejected by the customer, no further action is required.

C. If the offer is accepted, AmerenUE shall issue a report to the Commission Staff within two (2) weeks of its acceptance containing a description of the offer, the location and short description of the new structure to be served, the overall cost to serve the customer, the cost associated with the charges being waived, the annual revenue, and any other evidence that AmerenUE will receive a benefit by providing service to the new structure and such service will benefit its existing customers.

D. The recovery of the cost of extending service to the new structure wherein an offer was made shall only be allowed upon a finding by the Commission, based upon evidence submitted by AmerenUE, that it will receive a benefit by providing service to the new structure and that such service will benefit its existing customers.

E. In the event the Commission rejects an offer, AmerenUE shall within five (5) years of the date of said rejection have the ability to petition the Commission to reconsider its determination by presenting the Commission with new or updated evidence that AmerenUE has received a benefit by providing service to the new structure or that such service has benefited its existing customers.

IV. OTHER FINDINGS AND ORDERS

Q. WHAT OTHER FINDINGS AND ORDERS WILL THE JOINT APPLICANTS REQUIRE FROM THE COMMISSION?

A. AmerenUE and CREC will still have occasion to construct, operate and maintain facilities in the exclusive service area of the other as described in the Second Territorial Agreement. AmerenUE will continue to have service responsibilities beyond the boundaries of the Second Territorial Agreement, unaffected by the terms of the Second Territorial Agreement.

As stated in the Second Territorial Agreement, each Joint Applicant will have the right to serve existing customers within the exclusive service area of the other for the indefinite future. In general, Joint Applicants will need the authority to construct, operate and maintain facilities throughout the exclusive service area of the other. In particular, AmerenUE requires a finding of the Commission that the Second Territorial Agreement will not impair AmerenUE's certificates of convenience and necessity, except as specifically limited by the Second Territorial Agreement.

Q. ARE TARIFF CHANGES REQUESTED?

A. Yes. AmerenUE is also requesting that the Commission approve changes to the service area shown in the company's tariffs. Illustrative tariff sheets showing the requested changes are attached hereto as **Schedule 3**.

Q. DID THE COMMISSION STAFF PROVIDE YOU WITH THEIR COMMENTS ON THE ILLUSTRATIVE TARIFFS SHOWN IN SCHEDULE 3?

A. Yes, they did. The Staff told a member of my staff that the illustrative tariff sheets, as shown herein, are acceptable in format and substance, with the following exceptions:

a. The footnote on Tariff Sheet No. 26.1 shall be revised as follows:

“ΔIn the underscored Sections/U. S. Surveys above, Company's right and obligation to serve in Linn County is limited by the terms of the Territorial Agreement between Company and Farmers' Electric Cooperative approved in Case No. EO-98-511.”

b. Tariff Sheet No. 26.2 shall be revised as follows:

Township 57 North, Range 25 West add a space between Sections 18 and 19.

c. Tariff Sheet 26.30, revise the list of sections associated with Township 46 North, Range 2 West in Warren County to read as follows:

1, 11, 12, 13, 14

Q. DO YOU AGREE WITH THESE CHANGES?

A. Yes, I do.

Q. WHAT ACTION SHOULD THE COMMISSION TAKE AS A RESULT OF THESE CHANGES?

A. The Commission, in its Order approving the Second Territorial Agreement, should require AmerenUE, within thirty (30) days of issuance of said Order, to file revised tariff sheets consistent with the illustrative tariffs shown in **Schedule 3** but incorporating the Staff's requested modifications.

Q. DOES AMERENUE REQUIRE ANY OTHER CHANGES TO ITS CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY?

A. No. AmerenUE has a certificate of convenience and necessity for the entire area it proposes to serve under the Second Territorial Agreement.

Q. HAS ANY PARTY INTERVENED IN THIS CASE?

A. No.

Q. ARE YOU ASKING THAT THE COMMISSION APPROVE THE SECOND TERRITORIAL AGREEMENT?

A. Yes.

Q. ARE YOU ASKING THAT THE COMMISSION APPROVE THE TARIFF CHANGES, INCLUDING THE STAFF REQUESTED MODIFICATIONS?

A. Yes.

Q. ARE YOU ASKING THAT THE COMMISSION GRANT AMERENUE THE REQUESTED WAIVER OF THE UTILITY PRACTICES RULE, 4 CSR 240-14.010 ET SEQ.?

A. Yes.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

LIST OF SCHEDULES

- Schedule 1** Second Territorial Agreement to the Territorial Agreement between Union Electric Company and Cuivre River Electric Cooperative
- Schedule 2** Figure showing Highway T Corridor and Competition Area
- Schedule 3** Illustrated Tariffs

EXHIBIT A

Territorial Agreement between Union Electric Company and Cuivre River Electric Cooperative

SECOND TERRITORIAL AGREEMENT

Between

UNION ELECTRIC COMPANY

d/b/a AMERENUE

and

CUIVRE RIVER ELECTRIC COOPERATIVE, INC.

SECOND TERRITORIAL AGREEMENT

This Agreement is made and entered into as of the 23rd day of May, 2002, by and between UNION ELECTRIC COMPANY d/b/a/ AmerenUE (hereinafter "Company") and CUIVRE RIVER ELECTRIC COOPERATIVE, INC. (hereinafter "Cooperative").

RECITALS

- A. Company is authorized by law to provide electric service within the State of Missouri, including all or portions of Lincoln and Warren Counties;
- B. Cooperative is authorized by law to provide electric service within the State of Missouri, including all or portions of Lincoln and Warren Counties;
- C. The Missouri Legislature by RSMo Section 394.312 2000, has authorized electrical corporations and rural electric cooperatives to enter into written territorial agreements;
- D. On October 30, 1992, Company and Cooperative entered into a written territorial agreement designating the boundaries of each Applicant's exclusive service area for new structures in St. Charles County (the "First Territorial Agreement") and said agreement was approved by the Missouri Public Service Commission ("Commission") in Case No. EO-93-166 by Report and Order on March 5, 1993.
- E. Now, Company and Cooperative desire to promote the orderly development of the retail electric service within portions of Lincoln and Warren Counties, and to minimize disputes which may result in higher costs in serving the public; and
- E. Company and Cooperative desire to reduce the wasteful duplication of Customer Service Equipment and offer improved level of service to their Customers.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

In addition to terms defined elsewhere herein, when used herein, the following terms shall have the definitions set forth below. Words importing persons include corporations or other entities, as applicable, and words importing on the singular include the plural and vice versa when the context requires.

- 1.1 **Agreement** shall mean this document including any appendices or exhibits hereto.
- 1.2 **Customer** shall mean any person, partnership, corporation, limited liability company, political subdivision, or any agency, board, department or bureau of the state or federal government, or any other legal entity that has requested or is receiving electric service. Any Customer who has requested or is receiving electric service at one structure shall be a new and different Customer at each structure at which electric service has been requested.
- 1.3 **Effective Date** of this Agreement shall be the effective date of the order issued by the Commission pursuant to RSMo. Section 394.312, approving this Agreement.
- 1.4 **Electric Power Provider** shall mean any other electrical corporation, municipally owned utilities and/or rural electric cooperative.
- 1.5 **Existing Structure** shall mean any Structure that receives electric energy from either party prior to or on the Effective Date of this Agreement. "Existing Structure" shall also mean (i) any replacement of an Existing Structure, provided said Structure is totally removed and then replaced by a Structure that is: (1) located at the same location on the property where the previous Structure was located and (2) used for the same purpose of

the Structure it is replacing, and (ii) any maintenance, repair, remodeling, or partial replacement of an Existing Structure.

- 1.6 **New Outbuilding** shall mean, if the Existing Structure's Purpose is residential, a New Structure that is a detached garage, detached storage building, gazebo, detached porch, or similar structure that is not attached to the Existing Structure in question and is not a residence. If the Existing Structure's Purpose is agricultural, a "New Outbuilding" is a New Structure that is a detached garage, barn, well, silo, grain bin, or similar structure that is not attached to an Existing Structure in question and is not a residence.
- 1.7 **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.
- 1.8 **Structure** shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus but shall not include customer-owned meter wiring. A Structure shall include an original structure and any contiguous addition to or expansion thereto. Structure shall not include a metering device or customer-owned meter wiring.
- 1.9 **Laws and Regulations** shall mean all applicable statutes, regulations, codes, laws, licenses, decisions, interpretations, policy statements, regulatory guides, rules, criteria, all license requirements enforced or issued by any government, federal, state, or local, or any governmental agency, authority, or body and industry-recognized guidelines and professional standards.

ARTICLE 2.

EXCLUSIVE RIGHT TO SERVE

- 2.1 Pursuant to RSMo Section 394.312, this Agreement designates the boundaries of the electric service area of Company and Cooperative. In this Agreement, Cooperative

agrees not to furnish electric service to New Structures in an area described in Article 3, hereinafter referred to as the Exclusive Service Area of the Company. Likewise, Company agrees not to furnish electric service to New Structures in an area described in Article 4, hereinafter referred to as the Exclusive Service Area of the Cooperative. Because RSMo Sections 394.312 permits electric suppliers to displace competition only by a written agreement, any Electric Power Providers that are not signatories to this Agreement are in no way effected by the terms of this Agreement, including but not limited to the exclusive service area boundaries set forth herein.

- 2.2 After the Effective Date, as between the parties, each party shall have the exclusive right to furnish electric service to all New Structures located within its respective Exclusive Service Area described in Articles 3 and 4 of this Agreement, regardless of the size of the load or the characteristics of the customer's requirements. Except as provided expressly herein, neither party may furnish, make available, render, or extend electric service to New Structures or for use within the exclusive service area of the other party, either directly, indirectly, through a parent, affiliate, or subsidiary of Company or Cooperative, whether said parent, affiliate, or subsidiary be a corporation, limited liability company, partnership, or cooperative corporation.
- 2.3 Both Parties retain the right to furnish electric service to all Existing Structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location.
- 2.4 The parties recognize and agree that this Agreement places limits on the party's abilities to distribute retail electric energy. In the event that retail wheeling of unbundled electric energy becomes available in the territory affected by this Agreement (i.e., retail customers are permitted to choose their suppliers of electric energy), nothing in this Agreement shall be construed to limit in any way the ability of either party to furnish electric energy to Structures located in the Exclusive Service Area of the other party; provided, however, that the electric energy shall be delivered to said Structures by means of the electric distribution facilities of the party in whose Exclusive Service Area the

Structures are located. Further in the event changes in this Agreement are required due to retail wheeling of unbundled electric energy becoming available in the territory affected by this Agreement, both parties agree to negotiate in good faith changes to this Agreement and the parties shall cooperate in obtaining approval of the modified agreement by participating in the joint application requesting Commission approval, if required.

ARTICLE 3.

EXCLUSIVE SERVICE AREA OF COMPANY

The Exclusive Service Area of Company, as between the parties under this Agreement shall be those portions of Lincoln County (Exhibit 1A) and Warren County (Exhibit 1B), as described by metes and bounds in Exhibit 2 and as illustrated by the lines shown on the above referenced figures. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. In cases of conflict between maps in Exhibits 1A or 1B and the written legal descriptions by metes and bounds in Exhibit 2, the legal written descriptions shall prevail. The Company may serve within municipalities that are located in the Company's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 4.

EXCLUSIVE SERVICE AREA OF COOPERATIVE

The Exclusive Service Area of Cooperative, as between the parties under this Agreement shall be those portions of Lincoln County (Exhibit 1A) and Warren County (Exhibit 1B), as described by metes and bounds in Exhibit 3 and as illustrated by the lines shown on the above referenced figures. All exhibits referred to in this Article are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. In cases of conflict between maps in Exhibits 1A or 1B and the written legal descriptions by metes and bounds in Exhibit 3, the legal written descriptions shall prevail. The Cooperative may serve within municipalities that are located in the Cooperative's Exclusive Service Area, pursuant to this Agreement.

ARTICLE 5.
COMPETITION AREA

Company and Cooperative reserve for purposes of a future territorial agreement a portion of Warren County, more specifically described by metes and bounds in Exhibit 4 (hereinafter the "Competition Area"), which is incorporated herein by reference and made a part of this Agreement as if fully set out verbatim. Both parties shall have the right to serve new structures in the Competition Area as they would have under the principles of law of the State of Missouri provided, Cooperative shall also have the right to provide electric service to new structures in portion of the Competition area whose population exceeds 1500 persons. Company shall have the right to apply to the Commission for a waiver of any charge for any service, including wiring, piping, appliances, or equipment, required by its tariffs on file with the Commission or by the Commission's Utility Promotional Practice Rule, 4 CSR 240-14.010 et.seq. to New Structures located within the Competition Area. In the Application for the approval of this Territorial Agreement , the Cooperative shall support Company to obtain this waiver by requesting in the Joint Application that the Commission grant Company a waiver of the Commission's Utility Promotional Practice Rule, 4 CSR 240-14.010 et.seq. Further, the Cooperative hereby waives any right it may have to file a complaint either with the Commission or a court of competent jurisdiction alleging the Company's violation of the Utility Promotional Practices Rule with the Competition Area.

ARTICLE 6
NON-EXCLUSIVE SERVICE TERRITORY

This Agreement establishes exclusive service territories for Company and Cooperative within the areas described in Exhibits 2 and 3, respectively. The Agreement also defines the Competition Area described in Exhibit 4. The Territorial Agreement has no impact on those portions of Lincoln and Warren Counties outside the areas described in Exhibits 2,3, and 4.

ARTICLE 7
EXCEPTIONS TO EXCLUSIVE SERVICE TERRITORIES

Company and Cooperative agree to the following exceptions to Exclusive Service Areas set forth in Sections 3 and 4 above. Company and Cooperative are presently supplying electric service or have under contract to supply electric service to certain subdivisions, trailer parks, and developments that are to be located in the other party's Exclusive Service Area under this Agreement. These subdivisions, trailer parks, and developments are listed in Exhibit 5 and either (i) depicted in Figures 5A through 5P to this Agreement, which are incorporated herein by reference and made a part of this Agreement as if fully set out verbatim, or (ii) cross referenced for identification purposes to the appropriate county official record of said subdivision, trailer park, or development. On the Effective Date of this Agreement, the party designated in Exhibit 5 shall have the exclusive right to serve any New Structures located in the subdivisions, trailer parks, and developments listed in Exhibit 5. Existing Structures within these subdivisions, trailer parks, and developments shall be served in accordance with the terms of this Agreement.

ARTICLE 8
LOCATION OF A STRUCTURE

- 8.1 The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.
- 8.2 The first owner of a New Structure who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described in Articles 3 and 4, defining the Exclusive Service Areas of the parties shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is installed within that party's Exclusive Service Area. Thereafter, that party shall exclusively serve that Structure.
- 8.3 A party may provide electric service to a New Outbuilding located in the Exclusive Service Area of the other party, so long as (i) the New Outbuilding is located within the contiguous tract of land on which that party's customer's Structure is located and the

New Outbuilding shall not be used for commercial or industrial purposes or (ii) the other party consents in writing. This section shall not apply to a customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. New Outbuildings for these customers shall be served by the designated exclusive service provider, unless the customer, Company, and Cooperative agree otherwise and follow the procedures set out in Article 10.

ARTICLE 9

RIGHT TO CONSTRUCT FACILITIES

This Agreement shall in no way affect either party's right to construct such electric generation, distribution and transmission facilities within the designated Exclusive Service Area of the other as that party deems necessary, appropriate or convenient to provide electric service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

ARTICLE 10

CASE-BY-CASE EXCEPTION PROCEDURE

- 10.1 The parties may agree on a case-by-case basis by an Addendum hereto to allow a Structure to receive service from one party though the Structure is located in the Exclusive Service Area of the other party.
- 10.2 Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these addenda.
- 10.3 Each Addendum shall consist of a statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.
- 10.4 Each Addendum shall be accompanied by a statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated

electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

- 10.5 If the Commission Staff or Office of the Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of the Public Council have forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.
- 10.6 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 393.106 RSMo., until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

ARTICLE 11

TERM AND CONDITIONS OF PERFORMANCE

- 11.1 **Effective Date.** The Effective Date of this Agreement shall be the date the order issued by the Commission pursuant to Section 394.312, RSMo. approving this Agreement becomes effective.
- 11.2 **Term of Agreement.** The term of this Agreement shall be perpetual unless terminated by the parties in accordance with Article 12, Termination.
- 11.3 **Conditions of Performance.** Performance of the parties is contingent upon all of the following having occurred no later than December 31, 2002 unless such condition is waived, extended or modified by agreement in writing signed by an officer of each party hereto:

- A. Approval of this Territorial Agreement by the Commission, including but not limited to the following: (i) an order approving this Agreement, (ii) a finding that this Agreement does not impair Company's certificates of convenience and necessity, except as specifically limited by the Agreement, and (iii) an order authorizing Company to make offers without prior Commission approval to potential customers in the Competition Area, the same constituting a waiver from the Commission's Utility Promotional Practices Rule 4 CSR 240-14.010 et seq.
 - B. All required approvals of both the Company's and Cooperative's Board of Directors, if required;
 - C. Approval by the Federal Energy Regulatory Commission to the extent of its jurisdiction, if required;
 - D. Approval by the Securities and Exchange Commission to the extent of its jurisdiction, if required.
- 11.4 This Agreement shall be submitted to the Board of Directors of both Company and Cooperative for approval. Once approved each party's board of directors, each board member and officer of Company and Cooperative agree to support the approval of this Agreement as being in the public interest. To this end, each party will cooperate in presenting a joint application showing that this Agreement is in the public interest. Further, no board member or officer of Company or Cooperative shall support any effort undertaken by others to oppose this Agreement.
- 11.5 Company and Cooperative agree to undertake all actions reasonably necessary to implement this Agreement. Company and Cooperative will cooperate in presenting a joint application showing this Agreement, in total, not to be detrimental to the public interest. Company and Cooperative will share equally in the costs assessed by the Commission for seeking of administrative approval of this Agreement. All other costs will be borne by the respective party incurring the costs.

ARTICLE 12.

TERMINATION

- 12.1 **Termination Events.** This Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of Company and Cooperative.
- 12.2 **Effective Date of Termination.** The termination of this Agreement shall be effective on the date the Commission receives a notice signed by both Company and Cooperative of their decision to terminate this Agreement.
- 12.3 **Effect of Termination.** If the transactions contemplated by this Agreement are terminated as provided herein each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

ARTICLE 13.

NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respect if given in writing and delivered in person, by fax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

For Company

Mr. Robert Schmidt
District Manager
Union Electric Company
200 Callahan Road
Wentzville, MO 63385

For Cooperative

Mr. Dan L. Brown
General Manager/CEO
Cuivre River Electric Cooperative
1112 E. Cherry Street, P.O. Box 160
Troy, MO 63379-0160

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or

fax, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

ARTICLE 14

ASSIGNMENT

- 14.1 This Agreement shall be binding on the successors and assigns of both Company and Cooperative. Neither party shall make any assignment of any of its rights or interests under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, and approval of the Commission.
- 14.2 Notwithstanding the foregoing, in the event of a merger, corporate reorganization, or corporate restructuring of a party, said party may assign this Agreement to the corporate entity responsible for providing distribution level electric service in the area covered by this Agreement and the consent of the other party shall be deemed to be given. The consenting party or party whose consent is deemed to be given shall cooperate in obtaining approval of the assignment by (a) participating in the joint application requesting Commission approval of the assignment and (b) providing an affidavit, stating that it consents to the Assignment, for inclusion in such application.

ARTICLE 15

MISCELLANEOUS

- 15.1 **Other Products and Services Not Affected.** This Agreement is limited to the distribution of retail electricity and shall in no way affect either party's right to offer other products and services, including but not limited to wholesale electricity, natural gas service, propane service, fiber optic communication service, satellite television service, metering services, and other communication services, to customers located in the Exclusive Service Area of the other party. Neither shall this Agreement limit in any way a party's right to construct such non-electric distribution facilities within the designated Electric Service Area of the other as that party deems necessary, appropriate or convenient to provide other non-electric distribution service to its customers. The

Second Territorial Agreement does not amend, modify, alter, or change in any way the First Territorial Agreement.

- 15.2 **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with, and its validity shall be determined under, the laws of the State of Missouri.
- 15.3 **Amendments.** 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 the both party and approved by the Commission.
- 15.4 **Headings.** Headings and titles contained in this Agreement are included for convenience only and shall not be considered for purposes of interpretation of this Agreement.
- 15.5 **Impact of Commission or Court Orders.** The filing fee for this application pursuant to 4 CSR 240-21.010 shall be split between the parties. 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.
- 15.6 **Survival.** Obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 15.7 **No Waiver.** If a party has waived a right under this Agreement on any one or more occasions, such action shall not operate as a waiver of any right under this Agreement on any other occasion. Likewise, if a party has failed to require strict performance of an obligation under this Agreement, such action shall not release the other Party from any other obligation under this Agreement or the same obligation on any other occasion.

- 15.8 **Further Assurances.** The parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.
- 15.9 **Company's Service Territory Outside This Agreement.** Company has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Company will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 15.10 **Cooperative's Service Territory Outside This Agreement.** Cooperative has service territories outside of the areas covered by this Agreement. For service outside of the areas described by this Agreement, Cooperative will continue to operate without regard to this Agreement. The principles of law, rules and regulations applicable to the business of retail sales of electricity shall apply without regard to this Agreement.
- 15.11 **Expenses.** Except as otherwise expressly provided herein, all expenses incurred by the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, the fees and expenses of agents, representatives, counsel and accountants employed by any such party, shall be borne solely and entirely by the party which has incurred same.
- 15.12 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the allocation of service rights in the territories described herein. If the Commission does not approve this Agreement or fails to approve or rejects any portion of this Agreement, then the entire Agreement shall be nullified and of no legal effect. Further, if any part of this Agreement is declared invalid or void by a Court or other agency with competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

The parties have entered into this Agreement as evidenced below by the signature of their duly authorized representatives as of the date set forth on the first page hereof.

UNION ELECTRIC COMPANY

d/b/a AmerenUE

By: 

Name: William J. Carr

Title: Vice President

ATTEST:

By: 
Assistant Secretary

CUIVRE RIVER ELECTRIC COOPERATIVE, INC.

By: Dan L. Brown

Name: DAN L. BROWN

Title: Gen Mgr / CEO

Attest: Ray Hall

By: Ray Hall

Title: Asst. Secy

Exhibit 2
Metes and Bounds Description of the
Exclusive Service Territory of
Union Electric Company

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
WARREN COUNTY, MISSOURI
AmerenUE TERRITORY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 14, TO THE NORTHEAST CORNER OF SAID SECTION 14, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 14, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 13, SAID POINT ALSO BEING ON THE CENTERLINE OF WESTWOODS ROAD; THENCE EAST ALONG THE CENTERLINE OF SAID WESTWOODS ROAD, A DISTANCE OF 1.5 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF SECTION 17, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH, LEAVING THE CENTERLINE OF SAID WESTWOODS ROAD, ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 17 AND 8, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SECTIONS 8 AND 9, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE EAST LINE OF SAID SECTION 9; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 9 AND 16, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 16, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 15, TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 15, TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID

SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 15, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF INTERSTATE HIGHWAY 70; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF INTERSTATE HIGHWAY 70, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE NORTH LINE OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST, LEAVING THE NORTH LINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE NORTH LINE OF SECTIONS 22, 23, AND 24, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 24, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE HIGHWAY 70; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 2.5 MILES, MORE OR LESS, TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST HALF OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE AND THE EAST LINE OF THE WEST HALF OF SAID SECTION 22, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF PERUQUE CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID PERUQUE CREEK, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID PERUQUE CREEK, ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 21, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 21; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 21, TO THE WEST LINE OF SAID SECTION 21, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 20, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 20, TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 20, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 20; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 20, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE H; THENCE EASTERLY AND SOUTHERLY ALONG THE

CENTERLINE OF MISSOURI ROUTE H, A DISTANCE OF 1.6 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE M; THENCE WESTERLY, LEAVING THE CENTERLINE OF SAID MISSOURI ROUTE H, ALONG THE CENTERLINE OF SAID MISSOURI ROUTE M, A DISTANCE OF 1.8 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 25, TOWNSHIP 47 NORTH, RANGE 2 WEST, SAID POINT ALSO BEING THE EAST LINE OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID MISSOURI ROUTE M, ALONG THE EAST LINE OF SAID SECTION 26, TO THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 26 AND 27, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 27, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 27; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 27, TO THE EAST LINE OF SAID SECTION 27, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 26, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 27, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 27, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTIONS 27 AND 22, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF INTERSTATE HIGHWAY 70; THENCE WEST ALONG THE SOUTH LINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 0.25 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 22; THENCE NORTH, LEAVING THE SOUTH LINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 22 AND 15, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 15, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 15, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 14, TOWNSHIP 47 NORTH, RANGE 2

WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 14, TO THE NORTHWEST CORNER OF SAID SECTION 14 AND POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
LINCOLN COUNTY, MISSOURI
AmerenUE TERRITORY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 31 AND 32, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 28, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 28; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID SECTION 28, SAID POINT ALSO BEING ON THE WEST LINE OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 27, 22, 15, AND 10, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE CUIVRE RIVER; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID CUIVRE RIVER, A DISTANCE OF 9 MILES, MORE OR LESS, TO THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF A TRACT OF LAND AS DESCRIBED IN BOOK 559, PAGE 336, LINCOLN COUNTY, RECORDS; THENCE LEAVING THE CENTERLINE OF SAID CUIVRE RIVER, ALONG THE NORTHEASTERLY EXTENSION AND THE SOUTHEASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 559, PAGE 336, THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTHWESTERLY, A DISTANCE OF 2,400 FEET, MORE OR LESS, TO A POINT; THENCE NORTHWESTERLY, A DISTANCE OF 332 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, A DISTANCE OF 1,824.02 FEET, TO THE MOST NORTHERLY CORNER OF U.S. SURVEY 389; THENCE CONTINUING SOUTHWESTERLY, LEAVING THE SOUTHEASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 559, PAGE 336, LINCOLN COUNTY RECORDS, ALONG THE NORTHWESTERLY LINE OF SAID U.S. SURVEY 389, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY 61; THENCE SOUTHERLY ALONG THE CENTERLINE OF U.S. HIGHWAY 61, A DISTANCE OF 5 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF BIG CREEK; THENCE WESTERLY, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 61, ALONG THE CENTERLINE OF

SAID BIG CREEK, A DISTANCE OF 2.3 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 30, TOWNSHIP 48 NORTH, RANGE 1 EAST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 30 AND 19, TOWNSHIP 48 NORTH, RANGE 1 EAST, TO THE NORTHWEST CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 13, TO THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13 AND 12, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 2, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SECTION 11, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTIONS 11 AND 14, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 14; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTIONS 14 AND 15, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE WEST LINE OF THE EAST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SECTIONS 15 AND 10, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID SECTION 10, SAID POINT ALSO BEING ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 3, 4, AND 5, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5, TO THE NORTHWEST CORNER OF SAID SECTION 5, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 31, TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, TO THE NORTHWEST CORNER OF SAID SECTION 31 AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

Exhibit 3

**Metes and Bounds Description of the
Exclusive Service Territory of
Cuivre River Electric Cooperative**

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
WARREN COUNTY, MISSOURI
CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 1, TO THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 6, 5, 4, 3, 2, AND 1, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, AND 13, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 13, 14, AND 15, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF INTERSTATE HIGHWAY 70; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE NORTH, LEAVING THE NORTH LINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 15, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 15, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 15, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 15, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 15, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 15; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 15, TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 15 AND 10, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 10, SAID POINT ALSO

BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 9, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 9 AND 8, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 8; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 8 AND 17, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WESTWOODS ROAD; THENCE WEST ALONG THE CENTERLINE OF SAID WESTWOODS ROAD, A DISTANCE OF 1.5 MILES, MORE OR LESS, TO THE WEST LINE OF SECTION 18, TOWNSHIP 47 NORTH, RANGE 1 WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF SECTION 13, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE WEST, LEAVING THE CENTERLINE OF SAID WESTWOODS ROAD, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 13, TO THE WEST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 13, 12 AND 1, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 1 AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 2 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 11, TO THE NORTHEAST CORNER OF SAID SECTION 11; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 2 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1, TO THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 2 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25, TOWNSHIP 47 NORTH, RANGE 2 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE M; THENCE EASTERLY ALONG THE CENTERLINE OF SAID MISSOURI ROUTE M, A DISTANCE OF 1.8 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF MISSOURI ROUTE H; THENCE NORTHERLY AND EASTERLY, LEAVING THE CENTERLINE OF SAID MISSOURI ROUTE M, ALONG THE CENTERLINE OF SAID MISSOURI ROUTE H, A DISTANCE OF 1.6 MILES, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 20, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID

SECTION 20, TO THE SOUTH LINE OF SAID SECTION 20, SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 29, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 29, TO THE NORTHEAST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 21, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 21; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 21, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 21, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF PERUQUE CREEK; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE CENTERLINE OF SAID PERUQUE CREEK, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF SECTION 22, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH, LEAVING THE CENTERLINE OF SAID PERUQUE CREEK, ALONG THE WEST LINE OF THE EAST HALF AND THE NORTHERLY EXTENSION THEREOF OF SAID SECTION 22, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE HIGHWAY 70; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SECTION 23, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 23, TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 23, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STRINGTOWN ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID STRINGTOWN ROAD, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID STRINGTOWN ROAD, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 26, TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 26, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26; THENCE

EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26, TO THE EAST LINE OF SAID SECTION 26; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 26 AND 35, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 46 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 2, 11, AND 14, TOWNSHIP 46 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 14, 15, 16, 17, AND 18, TOWNSHIP 46 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 2 WEST; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 13 AND 14, TOWNSHIP 46 NORTH, RANGE 2 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 14 AND 11, TOWNSHIP 46 NORTH, RANGE 2 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 11 AND POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT

LINCOLN COUNTY, MISSOURI

CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 31, 30, 19, 18, 7, AND 6, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 6, TO THE SOUTHEAST CORNER OF SAID SECTION 6, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 8, 9, AND 10, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SECTION 10; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF SECTIONS 10 AND 15, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SECTIONS 15 AND 14, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTIONS 14 AND 11, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE NORTH LINE OF SAID SECTION 11; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 11, TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 11 AND 14, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 48 NORTH, RANGE 1 WEST; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24, TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 24, 25, AND 36, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 36, 35, 34, 33, 32, AND 31, TOWNSHIP 48 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 31 AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 30, 19, AND 18, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE CUIVRE RIVER; THENCE EASTERLY ALONG THE CENTERLINE OF SAID CUIVRE RIVER, A DISTANCE OF 3.5 MILES, MORE OR LESS, TO THE EAST LINE OF SECTION 9, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID CUIVRE RIVER, ALONG THE EAST LINE OF SECTIONS 9, 16, 21, AND 28, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 28; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 28, TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SECTION 28, SAID POINT ALSO BEING ON THE EAST LINE OF SECTION 29, TOWNSHIP 49 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 29, TO THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE WEST ALONG THE SOUTH LINE OF SECTIONS 29 AND 30, TOWNSHIP 49 NORTH, RANGE 1 WEST, TO THE SOUTHWEST CORNER OF SAID SECTION 30 AND POINT OF BEGINNING.

ALSO, BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 1 EAST; THENCE EAST ALONG THE NORTH LINE OF SECTIONS 4, 3, 2, AND 1, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, 24, 25, AND 36, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 1 EAST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, 24, AND 25, TOWNSHIP 48 NORTH, RANGE 1 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF BIG CREEK; THENCE WESTERLY ALONG THE CENTERLINE OF SAID BIG CREEK, A DISTANCE 4.2 MILES, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY 61; THENCE NORTHERLY, LEAVING THE CENTERLINE OF SAID BIG CREEK, ALONG THE CENTERLINE OF SAID U.S. HIGHWAY 61, A DISTANCE OF 5 MILES, MORE OR LESS, TO THE NORTHWESTERLY LINE OF U.S. SURVEY 389; THENCE NORTHEASTERLY, LEAVING THE CENTERLINE OF SAID U.S. HIGHWAY 61, ALONG THE NORTHWESTERLY LINE OF SAID U.S. SURVEY 389, TO THE MOST NORTHERLY CORNER OF SAID U.S. SURVEY 389,

SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF A TRACT OF LAND DESCRIBED IN BOOK 950, PAGE 48, LINCOLN COUNTY RECORDS; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 950, PAGE 48, A DISTANCE OF 1,824.02 FEET, TO THE MOST NORTHERLY CORNER OF SAID TRACT DESCRIBED IN BOOK 950, PAGE 48; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 950, PAGE 48, A DISTANCE OF 332 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF A TRACT OF LAND AS DESCRIBED IN BOOK 866, PAGE 263, LINCOLN COUNTY RECORDS; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF OF SAID TRACT DESCRIBED IN BOOK 866, PAGE 263, A DISTANCE OF 2,400 FEET, MORE OR LESS, TO THE CENTERLINE OF THE CUIVRE RIVER; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID CUIVRE RIVER, A DISTANCE OF 3 MILES, MORE OR LESS, TO THE NORTH LINE OF SECTION 19, TOWNSHIP 49 NORTH, RANGE 1 EAST; THENCE EAST, LEAVING THE CENTERLINE OF SAID CUIVRE RIVER, ALONG THE NORTH LINE OF SECTIONS 19 AND 20, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 20, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 49 NORTH, RANGE 1 EAST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 16, 9, AND 4, TOWNSHIP 49 NORTH, RANGE 1 EAST, TO THE NORTHWEST CORNER OF SAID SECTION 4 AND THE POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

Exhibit 4
Metes and Bounds Description of the
Competition Area

AmerenUE/CUIVRE RIVER ELECTRIC COOPERATIVE TERRITORY AGREEMENT
WARREN COUNTY, MISSOURI
COMPETITION AREA

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1, TO THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE NORTH ALONG THE WEST LINE OF SECTIONS 36 AND 25, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 25, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 26, TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 26; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 26, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 26; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 26, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STRINGTOWN ROAD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID STRINGTOWN ROAD, A DISTANCE OF 0.75 MILES, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE EAST, LEAVING THE CENTERLINE OF SAID STRINGTOWN ROAD, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 23, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 23; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 23, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF INTERSTATE HIGHWAY 70; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, A DISTANCE OF 1.75 MILES, MORE OR LESS, TO THE EAST LINE OF SECTION 24, TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE SOUTH, LEAVING THE CENTERLINE OF SAID INTERSTATE HIGHWAY 70, ALONG THE EAST LINE OF SECTIONS 24, 25, AND 36, TOWNSHIP 47 NORTH, RANGE 1 WEST, TO THE

SOUTHEAST CORNER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 1 WEST; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 1, TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 1, TO THE SOUTHWEST CORNER OF SAID SECTION 1 AND POINT OF BEGINNING.

NOTE:

Wherever in the foregoing description a corner is stated to be the same as and/or to coincide with another corner, and when in fact, such corners are not the same and/or do not coincide with one another, they shall be treated as if they are the same and do coincide.

EXHIBIT D

Competition Area Drawing

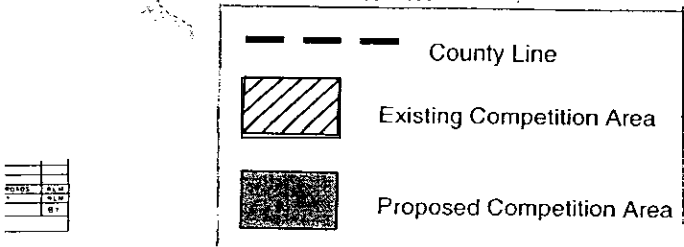
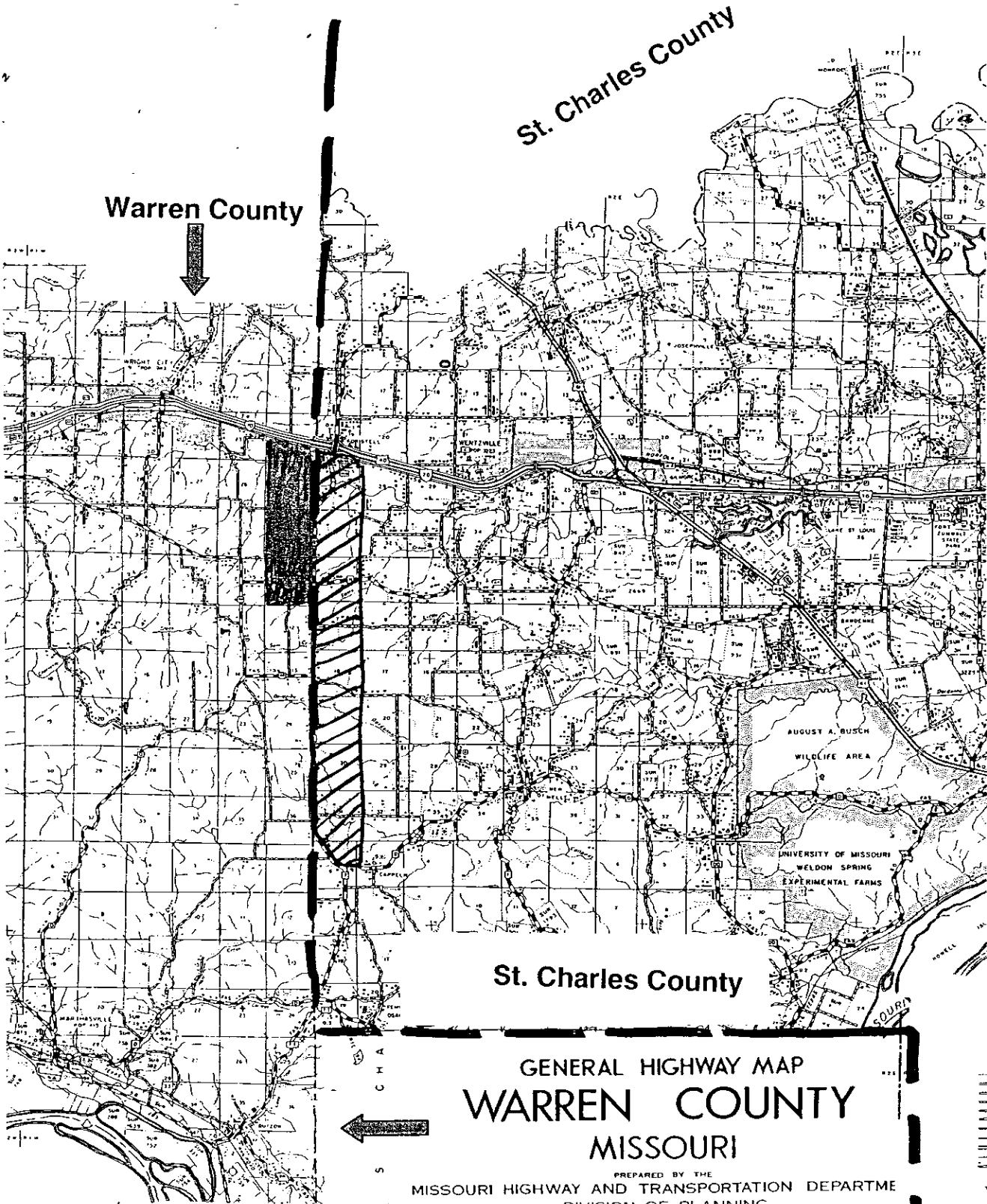


EXHIBIT D

EXHIBIT C

Union Electric Company Illustrative Tariffs

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

4th Revised

SHEET NO. 26CANCELLING SCHEDULE NO. 5

3rd Revised

SHEET NO. 26

APPLYING TO

MISSOURI SERVICE AREA

LEWIS COUNTY (Cont'd.)

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
61 North	9 West	<u>4, 5, 8, 9, Δ1, 2, 3, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32</u>
62 North	6 West	<u>25, 26, 35, 36, Δ21, 22, 23, 24, 27, 28, 33, 34</u>
62 North	7 West	<u>Δ28, 29, 30, 31, 32, 33</u>
62 North	8 West	<u>Δ25, 36</u>
62 North	9 West	<u>Δ19, 20, 28, 29, 30, 31, 32, 33, 34, 35</u>

*LINCOLN COUNTY

All of LINCOLN COUNTY in its entirety provided, however, that in the underscored sections/U. S. Surveys listed below, Company's right and obligation to serve in LINCOLN COUNTY is limited by the terms of the Second Territorial Agreement between Company and Cuivre River Electric Cooperative approved in Case No. ____-____-____.

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
48 North	1 East	<u>1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28</u>
48 North	1 West	<u>6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36</u>
49 North	1 East	<u>1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36</u>
49 North	1 West	<u>7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30</u>

ΔIn the underscored Sections/U. S. Surveys above, Company's right and obligation to serve in Lewis County is limited by the terms of the Territorial Agreement between Company and Lewis County Electric Cooperative approved in Case No. EO-2000-630.

*Indicates Change.

P.S.C. Mo. DATE OF ISSUE

DATE EFFECTIVE

ISSUED BY

Charles W. Mueller

Chairman & CEO

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 3rd Revised SHEET NO. 26.1
 CANCELLING SCHEDULE NO. 5 2nd Revised SHEET NO. 26.1
 APPLYING TO MISSOURI SERVICE AREA

*LINN COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
57 North	18 West	6, 7
57 North	19 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34
57 North	20 West	1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 35, 36, <u>Δ</u> 5, <u>6</u> , <u>7</u> , <u>8</u> , <u>22</u>
57 North	21 West	<u>Δ</u> 1, <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u>
57 North	22 West	<u>Δ</u> 1, <u>2</u> , <u>3</u> , <u>10</u> , <u>15</u>
58 North	18 West	30, 31
58 North	19 West	15, 16, 17, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
58 North	20 West	1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 34, 35, 36, <u>Δ</u> 7, <u>8</u> , <u>31</u> , <u>32</u> , <u>33</u>
58 North	21 West	1, <u>Δ</u> 12, <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>
58 North	22 West	<u>Δ</u> 25, <u>26</u> , <u>27</u> , <u>34</u> , <u>35</u> , <u>36</u>
59 North	18 West	1, 2, 11, 12, 13, 14
59 North	19 West	31
59 North	20 West	28, 29, 30, 31, 32, 33, 34, 35, 36
59 North	21 West	36
60 North	18 West	35, 36

ΔIn the underscored Sections/U. S. Surveys above, Company's right and obligation to serve in Linn County is limited by the terms of the Territorial Agreement between Company and Farmer's Electric Cooperative approved in Case No. EO-98-511.

*Indicates Change

P.S.C. Mo. DATE OF ISSUE _____ DATE EFFECTIVE _____
 ISSUED BY Charles W. Mueller Chairman & CEO St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO. P. S. C. SCHEDULE NO. 53rd RevisedSHEET NO. 26.2CANCELLING MO. P.S.C. SCHEDULE NO. 52nd RevisedSHEET NO. 26.2

APPLYING TO

MISSOURI SERVICE AREA***LIVINGSTON COUNTY**

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS/U.S. SURVEYS</u>
56 North	24 West	5, 6, 7, 8, 17, 18, <u>Δ4</u> , <u>9</u> , <u>16</u> , <u>19</u> , <u>20</u> , <u>21</u>
56 North	25 West	1, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, <u>Δ2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>7</u> , <u>8</u> , <u>23</u> , <u>24</u> , <u>26</u> , <u>31</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u>
57 North	22 West	<u>Δ4</u> , <u>5</u> , <u>6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>16</u> , <u>17</u> , <u>18</u>
57 North	23 West	<u>Δ1</u> , <u>2</u> , <u>3</u> , <u>4</u> , <u>5</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>11</u> , <u>12</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>17</u> , and southern one-half of <u>19</u>
57 North	24 West	17, 18, 19, 20, 29, 30, 31, 32, <u>Δ9</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>16</u> , <u>21</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>33</u>
57 North	25 West	16, 17, 20, 21, 36, <u>Δ6</u> , <u>7</u> , <u>8</u> , <u>9</u> , <u>10</u> , <u>13</u> , <u>14</u> , <u>15</u> , <u>18</u> , <u>19</u> , <u>22</u> , <u>23</u> , <u>24</u> , <u>25</u> , <u>26</u> , <u>27</u> , <u>28</u> , <u>29</u> , <u>30</u> , <u>35</u>
58 North	22 West	<u>Δ28</u> , <u>29</u> , <u>30</u> , <u>31</u> , <u>32</u> , <u>33</u>
58 North	23 West	<u>Δ25</u> , <u>32</u> , <u>33</u> , <u>34</u> , <u>35</u> , <u>36</u>

MACON COUNTY

ΔIn the underscored Sections/U.S. Surveys above, Company's right and obligation to serve in Livingston Counties is limited by the terms of the Territorial Agreement between Company and Farmers' Electric Cooperative approved in Case No. EO-98-511.

*Indicates Change

P.S.C. Mo. Date of Issue _____

Date Effective _____

Issued By C. W. Mueller
Name of OfficerChairman & CEO
TitleSt. Louis, Missouri
Address

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

3rd Revised

SHEET NO. 26.30CANCELLING SCHEDULE NO. 5

2nd Revised

SHEET NO. 26.30

APPLYING TO

MISSOURI SERVICE AREA

STODDARD COUNTY (Cont'd.)

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
26 North	13 East	30

INCLUDING THE CITY LIMITS OF DEXTER

SULLIVAN COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
63 North	18 West	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 35, 36
63 North	19 West	1, 12, 13, 14, 23, 24, 25, 26
64 North	18 West	32, 33, 34

*WARREN COUNTY

All of WARREN COUNTY in its entirety provided, however, that in the underscored Sections/U. S. Surveys listed below, Company's right and obligation to serve in WARREN COUNTY is limited by the terms of the Second Territorial Agreement between Company and Cuivre River Electric Cooperative approved in Case No. _____.

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
46 North	1 West	<u>2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18</u>
46 North	2 West	<u>11, 12, 13, 14</u>
47 North	1 West	<u>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35</u>
47 North	2 West	<u>1, 12, 13, 25, 36</u>

WASHINGTON COUNTY

TOWNSHIP	RANGE	SECTIONS/U.S. SURVEYS
35 North	1 East	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Survey 3291
35 North	2 East	All land sections and surveys therein.
35 North	3 East	All land sections and surveys therein.

*Indicates Change

P.S.C. Mo. DATE OF ISSUE

DATE EFFECTIVE

ISSUED BY Charles W. Mueller
NAME OF OFFICERChairman & CEO
TITLESt. Louis, Missouri
ADDRESS

CERTIFICATE OF SERVICE

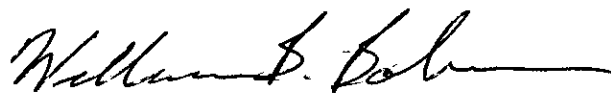
The undersigned hereby certifies that a copy of the foregoing has been served, via U.S. mail, this 18th day of July 2002, to the following:

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