

ORIGINAL

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION STATE OF ILLINOIS
COMMERCE COMMISSION

WESTERN ILLINOIS ELECTRICAL)
COOP.)
and)
CENTRAL ILLINOIS PUBLIC SERVICE)
COMPANY d/b/a AMEREN CIPS.)

DOCKET NO: 07-0300

CHIEF CLERK'S OFFICE
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ILLINOIS
COMMERCE COMMISSION

**JOINT PETITION FOR APPROVAL OF REQUEST TO SERVE BY
WILDCAT FARMS, LLC PURSUANT TO SECTION 3 OF
THE SERVICE AREA AGREEMENT DATED OCTOBER 10, 1967,
BETWEEN WESTERN ILLINOIS ELECTRICAL COOP.
AND CENTRAL ILLINOIS PUBLIC SERVICE COMPANY D/B/A AMEREN CIPS**

WESTERN ILLINOIS ELECTRICAL COOP. ("WIEC"), an Illinois not-for-profit corporation, and CENTRAL ILLINOIS PUBLIC SERVICE COMPANY d/b/a AmerenCIPS ("AmerenCIPS"), an Illinois corporation, hereby file this Joint Petition with the Illinois Commerce Commission ("Commission"), pursuant to Section 3 of the Service Area Agreement, dated October 10, 1967, and approved by the Commission by Order entered in Docket No. ESA 67, on December 20, 1967, and, in support thereof, state as follows:

1. WIEC and AmerenCIPS are both electric suppliers subject to the jurisdiction of the Electric Supplier Act (220 ILCS 30/1 et seq).
2. WIEC and AmerenCIPS entered into a Service Area Agreement dated October 10, 1967, which Service Area Agreement was approved by the Commission in Docket No. ESA 67 on December 20, 1967.

3. Section 3 of the Service Area Agreement provides as follows:

Section 3 In the event one of the parties hereto should request the other to furnish service to a consumer which such requesting party is entitled to, and obligated to serve, and the other party is willing and able to serve such consumer and does so, or in the event a consumer of Cooperative is released to Utility under the provisions of Section 9 (a) of the said Electric Supplier Act, this Agreement shall not thereby be voided, but shall to that extent be modified and shall otherwise remain in full force and effect.

4. Attached hereto as Joint Petition Exhibit A is a copy of the Request for Service from Wildcat Farms, LLC, a customer located in the service area of AmerenCIPS, as established by the Service Area Agreement. The Request for Service asks AmerenCIPS to allow the Customer to obtain service to premises owned by the Customer from WIEC, said premises being more particularly described as follows:

Part of the Southwest Quarter of Section 28, Township 7 North, Range 6 West of the 4th P.M., Hancock County, Illinois, and being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 28; thence West (assumed bearing for this description) 1098.56 feet along the North line of a 50 foot ingress/egress easement and the North line of said Southwest Quarter to the point of beginning of the following described tract of land; thence continuing West 1619.00 feet to the Northwest Corner of said Southwest Quarter; thence South 00 degrees 31'28" East 750.00 feet along the West line of said Southwest Quarter; thence East 1099.00 feet; thence North 00 degrees 31'28" West 250.00 feet; thence East 520.00 feet; thence North 00 degrees 31'28" West 500.00 feet to the point of beginning, containing 24.89 acres, more or less, and together with ingress/egress rights over said 50 foot roadway easement, and being subject to easements of record. WIEC has requested that AmerenCIPS allow WIEC to provide up to 500 kVA service to the premises of the customer located approximately one-quarter mile west of 2550 County Road 2150N (County Road 3) in Hancock County, Illinois

and known as the Wildcat Farms, LLC Site (the "premises"). WIEC's request is limited to 500 kVA service for a hog confinement operation and associated buildings at the premises. AmerenCIPS does not forego its rights, future or otherwise, to serve as allowed under the Service Area Agreement, and as further provided for under the terms of the Letter Agreement. A copy of the Letter Agreement between WIEC and AmerenCIPS is attached hereto as Joint Petition Exhibit B.

5. Approval of the Letter Agreement pursuant to Section 3 of the Service Area Agreement will tend to increase the efficiency of the Petitioners in rendering electric service to the public and will avoid duplication of facilities and minimize disputes in accordance with the public policy established by Section 2 of the ESA (220 ILCS 30/2).

6. The Letter Agreement entered into pursuant to Section 3 of the Service Area Agreement is reasonable and in the public interest and should be approved by the Commission.

WHEREFORE, the Petitioners pray that the Letter Agreement entered into pursuant to Section 3 of the Service Area Agreement is reasonable and in the public interest and should be approved by the Commission.

Western Illinois Electrical Coop.

By: Paul M. Dion
Paul M. Dion
Manager
524 North Madison
P.O. Box 338
Carthage, IL 62321
Telephone: (217) 357-3125
~~**pauldixon@wiec.net**~~
pauldion@wicc.net

AmerenCIPS

By: Richard S. Wolters
Richard S. Wolters
Brown, Hay & Stephens, LLP
205 South Fifth Street, Suite 700
Springfield, IL 62701
Telephone: (217) 544-8491
Facsimile: (217) 241-3111
rwolters@bhslaw.com

State of Illinois)
)ss
County of Hancock)

I, **Paul M. Dion**, as Manager for Western Illinois Electrical Coop, have read the foregoing Joint Petition filed in the above cause and know the content thereof, and the same is true to the best of my knowledge, information and belief.

Paul M. Dion
PAUL M. DION

Subscribed and sworn to before me this 4th day of May, 2007.



Tommie L. Long
Notary Public

State of Illinois)
)ss
County of Sangamon)

I, **Richard S. Wolters**, Attorney for Central Illinois Public Service Company d/b/a AmerenCIPS, have read the foregoing Joint Petition filed in the above cause and know the content thereof, and the same is true to the best of my knowledge, information and belief.

Richard S. Wolters
RICHARD S. WOLTERS

Subscribed and sworn to before me this 8th day of May, 2007.

Jennifer L. Powers
Notary Public



April 24, 2007

Ameren Services
Regulatory Compliance Department
Attention: Jon R. Carls
607 East Adams Street
Springfield, IL 62701

Mr. Paul M. Dion
Western Illinois Electrical Coop.
524 North Madison Street
Carthage, IL 62321

Re: *Request for Service to hog farming operation*

Dear Mr. Carls and Mr. Dion:

Wildcat Farms, LLC (Company) hereby requests that Western Illinois Electrical Coop. ("WIEC"), rather than AmerenCIPS ("AmerenCIPS"), furnish service to its hog confinement and farming operation located on the following premises:

Being a part of the Southwest Quarter of Section 28, Township 7 North, Range 6 West of the 4th P.M., Hancock County, Illinois, and being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 28; thence West (assumed bearing for this description) 1098.56 feet along the North line of a 50 foot ingress/egress easement and the North line of said Southwest Quarter to the point of beginning of the following described tract of land; thence continuing West 1619.00 feet to the Northwest Corner of said Southwest Quarter; thence South 00 degrees 31'28" East 750.00 feet along the West line of said Southwest Quarter; thence East 1099.00 feet; thence North 00 degrees 31'28" West 250.00 feet; thence East 520.00 feet; thence North 00 degrees 31'28" West 500.00 feet to the point of beginning, containing 24.89 acres, more or less, and together with ingress/egress rights over said 50 foot roadway easement, and being subject to easements of record.

(hereinafter, the "premises") located approximately ¼ miles west of 2550 County Road 2150N (County Rd 3) Hancock County, IL.

The Company requests that WIEC be permitted to provide electric service to its hog confinement and farming operation currently under construction on the premises not to exceed 500 kVA transformer capacity. The Company understands that AmerenCIPS possesses the exclusive right to furnish electric service to the premises and its request is limited to the provision of electric service to this hog confinement and farming operation and any related buildings and other electric load associated with the hog confinement operation on the premises. The Company also understands that if there is any subsequent request to provide additional or upgraded electric service to the premises, to additional or other types of customers on the premises, or any subdivision of the premises not used for the hog confinement and farming operations by the Company, AmerenCIPS may invoke its rights under the Electric Supplier Act to furnish electric service to the premises, the additional or other types of customers and the subdivided parcel(s), pursuant to the provisions of this Request for Service, any Letter Agreement between AmerenCIPS and WIEC and the order of the Illinois Commerce Commission approving the Request for Service and the Letter Agreement. The Company understands the Illinois Commerce Commission must approve this transfer of service. In the event AmerenCIPS and WIEC fail to obtain final approval from the Commission, the Company understands WIEC may be required to disconnect its electric service to the hog confinement and farming operation and/or property, and AmerenCIPS may be required to provide electric service.

As part of this request, the Company shall pay to WIEC \$126,666 as reimbursement for WIEC's payment to AmerenCIPS pursuant to the terms of any Letter Agreement to furnish

electric service to the premises. This payment is in addition to any other normal fees charged by WIEC for electric service.

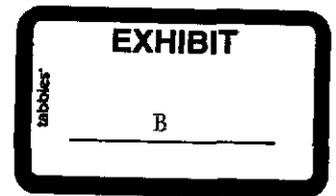
In consideration of AmerenCIPS' agreement to allow Wildcat Farms, LLC to request and obtain service from WIEC, the Company fully and forever releases AmerenCIPS and WIEC, their officers, employees and affiliates, from any claim or causes of action under state or federal antitrust laws, state or federal unfair trade practices acts, any provision of the Illinois Electric Supplier Act, and the Illinois Public Utilities Act. Nothing herein shall impose any duty or obligation on AmerenCIPS to ensure that WIEC provides the Company with adequate electric service or facilities.

Wildcat Farms, LLC by:

Joseph F Connor

Member

*Professional Service Management LLC
for Wildcat Farms, LLC*



April 24, 2007

Mr. Paul M. Dion
Western Illinois Electrical Coop.
524 North Madison Street
Carthage, IL 62321

Re: Letter Agreement

Dear Paul:

It is our understanding that Wildcat Farms, LLC, the Lessee of a certain 24.89 acre tract in Durham Township, Hancock County, IL, located approximately ¼ miles west of 2550 County Road 2150N (County Rd 3) more specifically described as,

Being a part of the Southwest Quarter of Section 28, Township 7 North, Range 6 West of the 4th P.M., Hancock County, Illinois, and being more particularly described as follows: Commencing, as a point of reference, at the Northeast Corner of the Southwest Quarter of said Section 28; thence West (assumed bearing for this description) 1098.56 feet along the North line of a 50 foot ingress/egress easement and the North line of said Southwest Quarter to the point of beginning of the following described tract of land; thence continuing West 1619.00 feet to the Northwest Corner of said Southwest Quarter; thence South 00 degrees 31'28" East 750.00 feet along the West line of said Southwest Quarter; thence East 1099.00 feet; thence North 00 degrees 31'28" West 250.00 feet; thence East 520.00 feet; thence North 00 degrees 31'28" West 500.00 feet to the point of beginning, containing 24.89 acres, more or less, and together with ingress/egress rights over said 50 foot roadway easement, and being subject to easements of record

known as the Wildcat Farms, LLC Site (hereinafter, the "premises"), requests electric service from Western Illinois Electrical Coop. ("WIEC") to serve the premises. AmerenCIPS is entitled to serve the premises; however, AmerenCIPS is willing to permit WIEC to serve the premises under certain conditions enumerated herein, which, if acceptable to WIEC, will be submitted to and approved by the Illinois Commerce Commission. If the conditions enumerated herein are acceptable to WIEC, AmerenCIPS has no objection to WIEC commencing service to the premises, pending Commission approval, upon receipt of an executed copy of this letter agreement and the stated consideration.

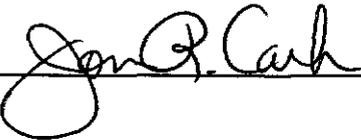
AmerenCIPS agrees to release, and WIEC agrees to provide services to, the premises on the following terms and conditions:

1. WIEC will pay AmerenCIPS \$126,666 in consideration for the release of service rights for the premises described herein, and the customer has agreed to reimburse WIEC for this payment.

2. WIEC will, at its expense, build the necessary electric facilities required to meet the requested electric service at the premises; subject to WIEC's agreement with Wildcat Farms, LLC.
3. AmerenCIPS shall allow WIEC to provide service, and WIEC shall limit service, to the premises to installed kVA capacity not to exceed 500 kVA.
4. In the event that Wildcat Farms, LLC, or its successor or assign, requests additional or increased electric service in excess of 500 kVA at the premises, there is a request to serve additional or other types of customers at the premises, or Wildcat Farms, LLC, or its successor or assign, subdivides the premises, AmerenCIPS retains the right to furnish all service to the premises and the subdivided parcel(s), and WIEC agrees to any necessary removal of facilities incident thereto. In such event, AmerenCIPS will reimburse WIEC the difference between the delivery service revenues received by WIEC from the provision of service to the premises and the depreciated value of the facilities to be removed by WIEC which had been used to provide service to the premises.
5. AmerenCIPS and WIEC shall jointly submit this Agreement to the Illinois Commerce Commission for approval under the Electric Supplier Act. In the event the Commission can not or will not approve such agreement, WIEC will disconnect service and return the premises to AmerenCIPS, and AmerenCIPS will return the stated consideration to WIEC.

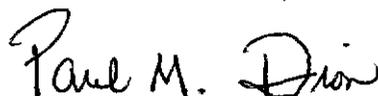
If these terms and conditions meet with WIEC's approval, please execute this letter in the space provided below, and return the executed letter to me, along with the enumerated consideration. I will advise you when I am in receipt of the executed letter, at which time, WIEC may commence providing conditional service to the location. At that time, I will also instruct AmerenCIPS' attorneys to commence preparing the necessary documents for execution by AmerenCIPS and WIEC and for Commission approval.

Very truly yours,



AGREED AS TO TERMS AND CONDITIONS:

Western Illinois Electrical Coop.

By: 

Paul M. Dion
Manager