

ILLINOIS COMMERCE COMMISSION

WAYNE-WHITE COUNTIES ELECTRIC)
COOPERATIVE, and the CITY OF)
FAIRFIELD ILLINOIS,)
)
Joint Petition for Approval of a Territorial)
Agreement that Provides for Exclusive)
Electric Service Areas in Wayne County,)
Illinois, Pursuant to Section 11-117-1.1 of)
the Illinois Municipal Code.)

Docket No. 09-0212

CHIEF CLERK'S OFFICE

2009 APR 20 P 1:25

ILLINOIS
COMMERCE COMMISSION

JOINT PETITION

WAYNE-WHITE COUNTIES ELECTRIC COOPERATIVE, (Wayne-White; Cooperative) and the CITY OF FAIRFIELD (Fairfield; City) by and through their respective attorneys respectfully request that the Illinois Commerce Commission enter an order approving a territorial agreement between the parties that provides for exclusive electric service areas pursuant to Section 11-117-1.1 of the Illinois Municipal Code, 65 ILCS 5/11-117-1.1 (2008), and in support thereof states as follows:

1. Wayne-White is an Illinois not-for-profit corporation and is an electric supplier within the meaning of the Illinois Electric Supplier Act which owns and operates facilities for and engages in the transmission and distribution of electric power and energy in an area of the State of Illinois that includes portions of Wayne County.

2. Fairfield is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois which owns and operates plant, equipment, and facilities for the generation, distribution, and sale of electric power and provides electric service to retail customers both within and outside its corporate limits.

3. The service facilities and customers of Fairfield and Wayne-White in Wayne County, Illinois are in close proximity to each other.

4. Fairfield and Wayne-White are respectively a municipality and an electric cooperative within the meaning of Section 11-117-1.1 of the Illinois Municipal Code, which authorizes agreements between a municipality and an electric cooperative defining the geographic area in which each shall provide retail electric service.

5. Fairfield and Wayne-White have agreed with one another as to their respective service areas and the service area boundary between themselves. The proposed Service Area Agreement with the territorial map attached thereto is attached to this joint petition as Exhibit 1 (“Service Area Agreement”). The territorial boundary between the electric service areas of Fairfield and Wayne-White is shown on the map, which is attached as Exhibit A to the Service Area Agreement. The map does not purport to show the entire service areas of Wayne-White nor the service areas of other electric providers who may have rights in the region.

6. Paragraph 5A of the Service Area Agreement provides that Fairfield shall have the right to provide all electric service to present and future customers taking service at premises in the area delineated in red on the Service Area Agreement map attached thereto as Exhibit A except as to customers identified on Exhibits B, C, D, and E which are presently served by Wayne-White. Those customers identified on Exhibits B, C, D and E and located in the area delineated in red on the Service Area Agreement map have the right within specified time periods set forth in subparagraphs (1) through (4) of paragraph 5A to elect to take electric service at such premises from Fairfield or continue to take electric service from Wayne-White at such premises, which election once made is irrevocable.

7. Paragraph 5B of the Service Area Agreement provides that Wayne-White has the exclusive right to provide all electric service to all present and future customers taking service at premises in the area delineated in yellow on the Service Area Agreement map attached thereto as Exhibit A. Further, paragraph 8 provides that if any premises in the area delineated to be served by Wayne-White is after the effective date of the Service Area Agreement annexed to Fairfield, then the annexation shall not impair, abridge, or otherwise alter the rights established by the Service Area Agreement for Wayne-White to continue to provide all electric service to all electric customers at such premises so annexed except those rights that are otherwise altered in paragraph 5C of the Service Area Agreement. Paragraph 5C generally provides Wayne-White customers located at premises in the blue highlighted area of the Service Area Agreement map (Exhibit A) a one time election to take electric service from Fairfield. However, such election may only be made as to premises which first receive electric service (new service) after the effective date of the Service Area Agreement and which premises are annexed to the City of Fairfield after the effective date of the Service Area Agreement. The election must be made within 12 months after annexation is completed with respect to such premises.

8. The Service Area Agreement provides for an electric franchise ordinance authorizing Wayne-White to construct, operate, and maintain an electric utility system in Fairfield in areas that it is authorized to serve pursuant to the Service Area Agreement.

9. The Service Area Agreement provides for exclusive service areas for both Wayne-White and Fairfield for a period of 30 years after the effective date thereof and therefore is subject to approval by the Illinois Commerce Commission pursuant to Section 11-117-1.1(c) of the Illinois Municipal Code.

10. The City Council of the City of Fairfield approved the Service Area Agreement on March 24, 2009, pursuant to Ordinance No. 09-0324-08. The Board of Directors of Wayne-White approved the Service Area Agreement on March 24, 2009.

11. Section 11-117-1.1 (a) of the Illinois Municipal Code provides in general that a municipality and an electric cooperative (as defined in the Electric Supplier Act) may voluntarily enter into an agreement defining the geographic areas in which each party shall have the exclusive right to provide retail electric service which authority is in the public interest for the following reasons:

- (a) To avoid duplication of facilities for the production, transmission, sale, delivery or furnishing of electricity.
- (b) To minimize disputes between (i) municipalities that own and operate a municipal utility for the purpose of providing retail electric service and (ii) electric cooperatives concerning the provision of electric service since these disputes may result in inconvenience and diminished efficiency in providing electric service to the public.
- (c) To provide for the orderly and controlled growth of municipalities and surrounding areas.
- (d) To recognize and protect the investment and commitment of municipalities and electric cooperatives to provide retail electric service within their respective service areas.

12. Petitioners verily believe the proposed Service Area Agreement is in the public interest.

WHEREFORE, Wayne-White Counties Electric Cooperative and the City of Fairfield request the Commission to provide the following relief:

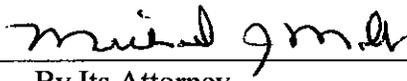
- A. To set this matter for hearing upon such notice as the Illinois Commerce Commission deems necessary;
- B. To enter an order approving the Service Area Agreement between Wayne-White

Counties Electric Cooperative and the City of Fairfield for exclusive electric service areas pursuant to 65 ILCS 5/11-117-1.1;

C. For such other and further relief the Illinois Commerce Commission deems appropriate.

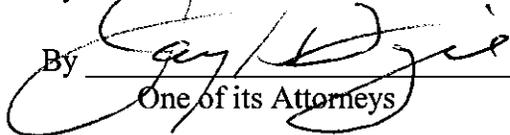
Dated this 16th day of April, 2009.

CITY OF FAIRFIELD,

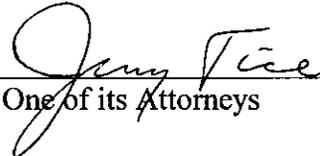
By 
By Its Attorney

WAYNE-WHITE COUNTIES ELECTRIC
COOPERATIVE,

By FYIE & HAWKINS

By 
One of its Attorneys

GROSBOLL BECKER TICE TIPPEY & BARR

By 
One of its Attorneys

MICHAEL J. MOLT
P.O. Box 652
Fairfield, Illinois 62837
Telephone: 618-842-4080

GROSBOLL, BECKER, TICE, TIPPEY & BARR
Jerry Tice
101 East Douglas Street
Petersburg, Illinois 62675
Telephone: 217-632-2282

FYIE & HAWKINS
Jay H. Fyie
115 N.W. Third Street
Fairfield, IL 62837
Telephone: 618-842-2666

STATE OF ILLINOIS)
 : SS
COUNTY OF WAYNE)

The undersigned, WAYNE M. BORAH, being first duly sworn, on oath deposes and states that he is the Mayor of the City of Fairfield, that he has knowledge of the facts and circumstances stated in the foregoing instrument and the statements contained therein are true and correct as stated, except as to matters stated to be on information and belief, and as to such matters, the undersigned certifies that he verily believes the same to be true.

Wayne M. Borah
Wayne M. Borah

Subscribed and Sworn to before me

this 17th day of April, 2009.

Lisa F. Felix
Notary Public



STATE OF ILLINOIS)
 : SS
COUNTY OF WAYNE)

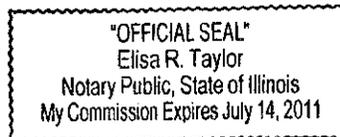
The undersigned, DARYL DONJON, being first duly sworn, on oath deposes and states that he is the Chief Executive Officer of Wayne-White Counties Electric Cooperative, that he has knowledge of the facts and circumstances stated in the foregoing instrument and the statements contained therein are true and correct as stated, except as to matters stated to be on information and belief, and as to such matters, the undersigned certifies that he verily believes the same to be true.

Daryl Donjon
Daryl Donjon

Subscribed and Sworn to before me

this 16th day of April, 2009.

Elisa R. Taylor
Notary Public



PROOF OF SERVICE

I, JERRY TICE, hereby certify that on the 20th day of April, 2009, I deposited in the United States mail at the post office at Petersburg, Illinois, postage fully paid, a copy of the document attached hereto and incorporated herein, addressed to the following persons at the addresses set opposite their names:

MICHAEL J. MOLT
P.O. Box 652
Fairfield, Illinois 62837

FYIE & HAWKINS
Jay H. Fyie
115 N.W. Third Street
Fairfield, IL 62837

A handwritten signature in cursive script, reading "Jerry Tice", is written over a horizontal line.