

TRI-COUNTY ELECTRIC)
COOPERATIVE, INC.,)
)
Complainant,)
)
vs.)
)
ILLINOIS POWER COMPANY, d/b/a)
AMEREN IP,)
)
Respondent.)

Case No. 05-0767

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ILLINOIS COMMERCE COMMISSION

AMENDED COMPLAINT UNDER THE ELECTRIC SUPPLIER ACT

TRI-COUNTY ELECTRIC COOPERATIVE, INC., (Tri-County) (Complainant) by it attorneys, GROSBOLL, BECKER, TICE & TIPPEY, Jerry Tice of counsel, files herewith its Amended Complaint in the above docket pursuant to the Illinois Electric Act (Act) 220 ILCS 30/1 et seq (2004 State Bar Edition) complaining of the Respondent, ILLINOIS POWER COMPANY d/b/a AMEREN IP (IP) (Respondent) and in support thereof states as follows:

COUNT I

Tri-County files herewith its Count I of the Amended Complaint claiming the right to provide electric service pursuant to Section 6 of the Act (220 ILCS 30/1 et. seq.) to a gasification plant of Citation Oil and Gas Corporation (Citation Oil) as the customer and in support thereof states as follows:

1. Tri-County is an Illinois general not-for-profit corporation engaged in the business of the sale and distribution of electrical energy in Jefferson, Marion and Washington Counties, Illinois and is an electric supplier within the meaning of the Act.
2. IP is an Illinois corporation engaged in the business of generation, distribution and sale

of electrical energy in the State of Illinois and is an electric supplier within the meaning of the Act.

3. Pursuant to the provisions of Section 6 of the Act, Tri-County and IP entered into a contract dated March 18, 1968 and approved by the Illinois Commerce Commission (Commission) by an Order entered July 3, 1968 which defines and delineates between Tri-County and IP one or more service areas located in Section 4, 5, 6, 7, 8 and 9 of Township 1 North, Range 2 East of the Third P.M., Marion County, Illinois, a copy of such Service Area Agreement being attached hereto and by reference duly incorporated herein as Exhibit 1.

4. A customer, namely Citation Oil & Gas Corp (Citation Oil), is in the process of developing and has developed a gas plant located on the following described property, to wit:

Sections 5 and 6, Township 1 North, Range 2 East of the Third P.M., Marion County, Illinois.

all as more specifically shown on the plat attached hereto and by reference incorporated herein as Exhibit 2.

5. The gas plant, as constructed by Citation Oil, is located in the area that has been designated as a territory to be served by Tri-County under the Service Area Agreement.

6. IP has advised Tri-County that it intends to provide electric service to the gas plant of Citation Oil at the location hereinbefore described by means of a service connection point located in the territory of IP which electricity is then taken by the customer, Citation Oil, by a private distribution line to a service connection point located in the designated service territory of Tri-County and therein used for service to the gas plant by Citation Oil. Such service, if allowed, is or will be a breach of Section 3(a) of the foregoing described Service Area Agreement providing

that:

“...each party shall have the exclusive right to serve all customers whose points of delivery are located within its Service Area and neither party shall serve a new customer within the Service Area of the other party.”

7. The gas plant constructed by Citation Oil is a “new customer” within the meaning of Section 1(c) of the Service Area Agreement as to both Tri-County and IP inasmuch as neither electric supplier was providing electric service to Citation Oil for the gas plant at the location described herein from an electric service connection in existence or energized on the date of the Service Area Agreement, March 18, 1968.

8. The gas plant of Citation Oil at the foregoing described premises has a total electric load of 566 KW and therefore is subject to Section 3(a) of the Service Area Agreement dated March 18, 1968 and the service territory established thereby.

9. Tri-County has a three-phase electric distribution line located immediately adjacent to the premises and facilities of the gas plant, which line has been in existence since June 17, 1939 as single-phase line which was upgraded to a three-phase line November 30, 1948. In addition, Tri-County has a three-phase line located immediately to the west of the premises and gas plant which three-phase line was installed February 28, 1986 to serve Energy West, Inc. and subsequently retired in December 1997. In addition, Tri-County serves the office complex of Citation Oil located immediately north of and adjacent to the premises upon which the gas plant is to be located which office complex is served by a single-phase line located immediately to the west of the premises of Citation Oil’s gas plant. The aforementioned single-phase line was connected by Tri-County for electric service to Citation Oil’s office complex December 29, 1998.

10. IP does not currently have nor did IP have on July 2, 1965 or March 18, 1968 distribution lines within the vicinity of the facilities and/or locations utilized by Citation Oil for the gas plant as hereinbefore described.

11. IP has by its conduct acknowledged that the territory within which the gas plant is located is the service territory designated by the Service Area Agreement to be served by Tri-County.

12. As such, the intended service by IP to the foregoing described premises and gas plant constitute a duplication of facilities and excess investment by the electric supplier within the general service area allocated to Tri-County pursuant to the foregoing described Service Area Agreement and for which the Service Area Agreement and Act are intended to prevent.

13. Service by IP to the foregoing described gas plant of Citation Oil at the foregoing described premises constitutes a breach of the Service Area Agreement of March 18, 1968 between Tri-County and IP in one or more of the following ways:

(a) Service by IP to the gas plant violates the terms and provisions of Section 3(a) of the Service Area Agreement for the reason that the proposed gas plant is a "new customer" within the service area of Tri-County.

(b) Service to the foregoing described gas plant by IP violates the intent and purpose of the foregoing described Service Area Agreement by duplicating facilities for providing electric service and investment within the territory delineated by the Service Area Agreement to be served by Tri-County and in violation of the historical development of service within the locations proposed by Citation Oil for the proposed gas plant inasmuch as Tri-County commenced service and still serves the Citation Oil office complex and provided service to

Energy West, Inc. at properties located immediately adjacent to the premises occupied by the gas plant and all within the service territory of Tri-County.

14. The action taken or proposed to be taken by IP in providing electric service to the gas plant of Citation Oil at the foregoing described locations is contrary to the Service Area Agreement and the public policy of the state of Illinois as evidenced by the Electric Supplier Act.

WHEREFORE, Tri-County requests the following relief:

A. That the Commission give notice of the filing of this Amended Complaint to IP and set this matter for hearing to provide both temporary and permanent authority to Tri-County to provide the electric service to the customer herein.

B. That the Commission determine that Tri-County has the exclusive right to provide all electric service to the locations and facilities of the gas plant of Citation Oil as described herein and on Exhibit 2 attached hereto and by reference duly incorporated herein for the location in Sections 5 and 6, Township 1 North, Range 2 East, Marion County, Illinois.

C. That Tri-County be authorized to provide temporary electric service during the interim of this proceeding to the locations and facilities of the gas plant of Citation Oil as more fully disclosed on Exhibit 2 attached hereto and by reference duly incorporated herein and that IP be directed to discontinue and or disconnect any service provided to such customer in a time and manner appropriate to prevent interruption of service to such customer at such locations and/or premises.

D. For such other and further relief as the Commission deems just and equitable.

COUNT II

Tri-County files herewith its Count II of the Amended Complaint claiming the right to provide electric service pursuant to Section 6 of the Act (220 ILCS 30/1 et. seq.) to gas compressor sites operated by Citation Oil and Gas Corporation (Citation Oil) and in support thereof states as follows:

1. - 5. Tri-County realleges paragraph 1 through 5 of Count I as and for paragraphs 1 through 5 of Count II of this Amended Complaint.

6. As a part of the Citation Oil gas plant, Citation Oil has installed eight new gas compressor sites of which seven are located in the service territory of Tri-County as established by the aforesaid Service Area Agreement. The location of each of the new gas compressor sites are identified on the map attached hereto and incorporated herein as Exhibit 3 and the sites are numbered One, Two, Three, Four, Five, Six, Seven, and Eight on Exhibit 3. Gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight are in Tri-County's service territory established by the aforesaid Service Area Agreement.

7. The electric service to each of the aforesaid new gas compressor sites consists of a transformer and service connection point for each such gas compressor site and the required electric load for each gas compressor site is anticipated to be less than 1500 KW and therefore electric service each of the new gas compressor sites is subject to Section 3(a) of the Service Area Agreement dated March 18, 1968 and the service territory established thereby.

8. The electric service to each of the aforesaid new gas compressor sites requires installation of a transformer and service connection point in accordance with acceptable engineering practices in the industry in order to provide electric service to each of the new gas

compressor sites.

9. Each of the new gas compressor sites as constructed by Citation Oil is a “new customer” within the meaning of Section 1(c) of the Service Area Agreement as to both Tri-County and IP inasmuch as neither electric supplier was providing electric service to Citation Oil for each of the respective new gas compressor sites at the locations described herein from an electric service connection in existence or energized on the date of the Service Area Agreement, March 18, 1968.

10. IP currently provides all of the electric service to each of the new gas compressor sites of Citation Oil at the locations hereinbefore described by means of an IP service connection point from which the electricity is then taken by the customer, Citation Oil, by a private distribution line to each of the respective service connection points for the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight located in the designated service territory of Tri-County and therein used for service to each of the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight. Such service, if allowed, is or will be a breach of Section 3(a) of the foregoing described Service Area Agreement providing that:

“....each party shall have the exclusive right to serve all customers whose points of delivery are located within its Service Area and neither party shall serve a new customer within the Service Area of the other party.”

11. IP does not currently have nor did IP have on July 2, 1965 or March 18, 1968 distribution lines within the vicinity of the facilities and/or locations utilized by Citation Oil for each of the gas compressor sites as hereinbefore described.

12. IP has by its conduct acknowledged that the territory within which the proposed gas plant is located is the service territory designated by the Service Area Agreement to be served by

Tri-County.

13. IP has by its conduct acknowledged that the territory within which the aforesaid new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight are located is Tri-County's service territory as designated by the Service Area Agreement.

14. As such, the service by IP to the foregoing described new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight creates a duplication of facilities and excess investment by the electric supplier within the general service area allocated to Tri-County pursuant to the foregoing described Service Area Agreement which duplication the Service Area Agreement and Act are intended to prevent.

15. Service by IP to the foregoing described new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight at the foregoing described premises constitutes a breach of the Service Area Agreement of March 18, 1968 between Tri-County and IP in one or more of the following ways:

(a) Service by IP to the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight violates the terms and provisions of Section 3(a) of the Service Area Agreement for reason that each of the new gas compressor sites constitutes a "new customer" within the service area of Tri-County.

(b) Service to the foregoing described new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight violates the intent and purpose of the foregoing described Service Area Agreement by duplicating facilities for providing electric service and investment within the territory delineated by the Service Area Agreement to be served by Tri-County and in violation of the historical development of service within the locations proposed by Citation Oil

for the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight inasmuch as Tri-County has commenced service and still serves the Citation Oil office complex and provided service to Energy West, Inc. at properties located immediately adjacent to the premises occupied by the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight and all within the service territory of Tri-County.

15. The action taken or proposed to be taken by IP in providing electric service to the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight at the foregoing described locations is contrary to the Service Area Agreement and the public policy of the state of Illinois as evidenced by the Electric Supplier Act.

WHEREFORE, Tri-County requests the following relief:

A. That the Commission give notice of the filing of this Amended Complaint to IP and set this matter for hearing to provide both temporary and permanent authority to Tri-County to provide the electric service to the customer herein.

B. That the Commission determine that Tri-County has the exclusive right to provide all electric service to the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight as developed by Citation Oil and as described herein and on Exhibit 3 attached hereto and by reference duly incorporated herein at the locations specified in Marion County, Illinois.

C. That Tri-County be authorized to provide temporary electric service during the interim of this proceeding to the locations and facilities of the new gas compressor sites numbered One, Two, Three, Four, Five, Seven and Eight of Citation Oil as more fully disclosed on Exhibit 3 attached hereto and by reference duly incorporated herein and that IP be directed to discontinue and or disconnect any service provided to such customer in a time and manner appropriate to

prevent interruption of service to such customer at such locations and/or premises.

D. For such other and further relief as the Commission deems just and equitable.

Respectfully submitted,

TRI-COUNTY ELECTRIC COOPERATIVE, INC.
Complainant,

By: Marcia Scott
Marcia Scott, General Manager

STATE OF ILLINOIS)
 :SS
COUNTY OF JEFFERSON)

MARCIA SCOTT being duly sworn upon her oath, deposes and states that she is the General Manager of Tri-County Electric Cooperative, Inc., the Complainant named in the foregoing Complaint in the above entitled cause of action and that she has read the above foregoing Complaint by her subscribed and the same is true in substance and in fact.

Marcia Scott
Marcia Scott, General Manager

Subscribed and sworn to before me

this 19 day of January, 2007.

Brenda Minor
Notary Public



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

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PROOF OF SERVICE

I, JERRY TICE, hereby certify that on the 6th day of February, 2007, I deposited in the United States mail at the post office at Petersburg, Illinois, postage fully paid, a copy of the attached Amended Complaint by Tri-County Electric Cooperative, Inc. addressed to the following persons at the addresses set opposite their names:

Scott C. Helmholz
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Elliott M. Hedin
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Larry Jones
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