

**OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION**

STATE OF ILLINOIS

ILLINOIS
COMMERCE COMMISSION

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2003 SEP 10 A 10: 54

MENARD ELECTRIC COOPERATIVE,)
)
Complaint,)
)
vs.)
)
CENTRAL ILLINOIS PUBLIC SERVICE)
COMPANY, d/b/a AmerenCIPS,)
)
Respondent.)

CHIEF CLERK'S OFFICE

No. 01-0443

CIPS' VERIFIED ANSWER TO MENARD'S AMENDED COMPLAINT

NOW COMES CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, d/b/a AmerenCIPS, ("CIPS") by its attorneys BROWN, HAY & STEPHENS, and Scott C. Helmholz and for its Answer to Menard Electric Cooperative, Inc.'s ("Menard") Amended Complaint states as follows:

COUNT I

CIPS adopts and incorporates by reference its Answer and Affirmative Defense to Count I of the Amended Complaint previously filed by CIPS herein on June 24, 2002.

COUNT II

1-9. CIPS adopts and incorporates by reference its responses to Paragraphs 1-9 of Count I.

10. CIPS makes no answer to Paragraph 10 of Count II as it constitutes legal argument and/or conclusions of the pleader.

11. CIPS admits the allegations of Paragraph 11 but stands on its motion to dismiss pending herein that the Section 8 criteria do not apply in annexed areas and consequently the allegations of Paragraph 11 are irrelevant and immaterial to the relief sought in Count II.

12. CIPS denies the allegations of Paragraph 12 but stands on its motion to dismiss pending herein that the Section 8 criteria do not apply in annexed areas and consequently the allegations of Paragraph 12 are irrelevant and immaterial to the relief sought in Count II.

13. CIPS denies the allegations of Paragraph 13 but stands on its motion to dismiss pending herein that the Section 8 criteria do not apply in annexed areas and consequently the allegations of Paragraph 13 are irrelevant and immaterial to the relief sought in Count II.

14. CIPS denies the allegations of Paragraph 14 but stands on its motion to dismiss pending herein that the Section 8 criteria do not apply in annexed areas and consequently the allegations of Paragraph 14 are irrelevant and immaterial to the relief sought in Count II.

COUNT III

1. CIPS admits the allegations of Paragraph 1 of Count III of the Amended Complaint.

2. CIPS admits the allegations of Paragraph 2 of Count III of the Amended Complaint.

3. CIPS admits the allegations of Paragraph 3 of Count III of the Amended Complaint.

4. CIPS admits that Menard furnished service to a single point of delivery to one residence within the 159.37-acre parcel of land described as of July 2, 1965.

5. Count III purports to state a claim based on Section 14(i) of the Electric Supplier Act, but Paragraph 5 purports to rely on "the provisions of Section 5 of the ESA"; as Count I of the Amended Complaint purports to rely on Section 5 the reference to Section 5 in Paragraph 5 of Count III makes no sense and should be stricken.

6. CIPS admits the allegations of Paragraph 6 of Count III of the Amended Complaint.

7. CIPS admits the allegations of Paragraph 7 of Count III of the Amended Complaint.

8. CIPS admits that Menard does not possess authority from the Village of Ashland to

extend Menard's lines into the municipal boundaries and admits that Ashland has authorized CIPS to furnish electric service within the village boundaries as they may now or hereafter exist.

9. CIPS admits the allegations of Paragraph 9 of Count III of the Amended Complaint.

10. CIPS admits the allegations of Paragraph 10 of Count III of the Amended Complaint.

11. CIPS admits that the Country Estates Subdivision is situated within the 159.37 acre parcel of land on which Menard had a single point of delivery on July 2, 1965. CIPS denies that Menard is now or was at any time ever furnishing electric service in the Country Estates Subdivision or any area annexed to or located within the incorporated municipality of Ashland; CIPS makes no further answer to Paragraph 11 of the Amended Complaint as it constitutes conclusions and legal argument of the pleader.

12. CIPS makes no answer to the allegations of Paragraph 12 as they constitute conclusions and legal argument of the pleader.

13. CIPS makes no answer to the allegations in Paragraph 13 of Count III of the Amended Complaint.

14. CIPS denies that the Commission has any jurisdiction or authority to consider any of the factors set out in Section 8 of the ESA because Menard is not "serving in an area which has been or hereafter becomes located within an incorporated municipality" within the meaning of the second sentence of Section 14 of the ESA. In the event the Commission should for any reason proceed under Section 14(i) CIPS denies that either the Section 8 criteria or the broader public interest favors service by Menard in Country Estates Subdivision.

15. CIPS denies the allegations of Paragraph 15 of Count III of the Amended Complaint.

WHEREFORE, CIPS prays that the Commission find and conclude that Menard was not

“serving in an area which has been or hereafter becomes located within an incorporated municipality” within the meaning of Section 14.

COUNT IV

1. CIPS admits the allegations of Paragraph 1 of Count IV of the Amended Complaint.
2. CIPS admits the allegations of Paragraph 2 of Count IV of the Amended Complaint.
3. CIPS admits the allegations of Paragraph 3 of Count IV of the Amended Complaint.
4. CIPS admits that Menard furnished service to a single point of delivery to one residence within the 160-acre parcel of land described as of July 2, 1965.

5. Count IV purports to state a claim based on “Section 14(iii)” of the ESA, but Paragraph 5 purports to rely on “the provisions of Section 5 of the ESA”; as Count I of the Amended Complaint purports to rely on Section 5, the reference to Section 5 in Paragraph 5 of Count IV makes no sense and should be stricken.

6. CIPS admits the allegations of Paragraph 6 of Count IV of the Amended Complaint.
7. CIPS admits the allegations of Paragraph 7 of Count IV of the Amended Complaint.
8. CIPS admits that Menard does not possess authority from the Village of Ashland to extend Menard’s lines into the municipal boundaries and admits that Ashland has authorized CIPS to furnish electric service within the village boundaries as they may now or hereafter exist.

9. CIPS admits the allegations of Paragraph 9 of Count IV of the Amended Complaint.
10. CIPS admits the allegations of Paragraph 10 of Count IV of the Amended Complaint.
11. CIPS admits that the Country Estates Subdivision is situated within a portion of the 159.37 acre parcel of land on which Menard had a single point of delivery on July 2, 1965. CIPS denies that Menard’s 1965 service point is within the area of the subdivision plat and denies that

Menard is now or was at any time ever furnishing electric service in the Country Estates Subdivision or any area annexed to or located within the incorporated municipality of Ashland; CIPS makes no further answer to Paragraph 11 of the Amended Complaint as it constitutes conclusions and legal argument of the pleader.

12. CIPS makes no answer to the allegations of Paragraph 12 of Count IV as they constitute conclusions and legal argument of the pleader.

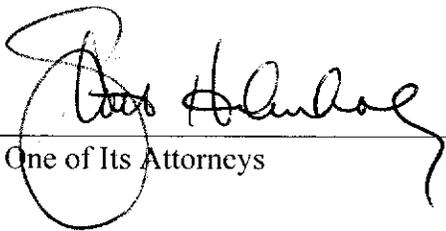
13. CIPS makes no answer to the allegations in Paragraph 13 of Count IV as they constitute conclusions and legal argument of the pleader.

14. CIPS denies the allegations of Paragraph 14 of Count IV of the Amended Complaint.

WHEREFORE, CIPS prays that the Commission find and conclude that Menard was not “serving in an area which has been or hereafter becomes located within an incorporated municipality” within the meaning of Section 14.

Respectfully submitted,

**CENTRAL ILLINOIS PUBLIC
SERVICE COMPANY, d/b/a AmerenCIPS,
Respondent,**

By: 
One of Its Attorneys

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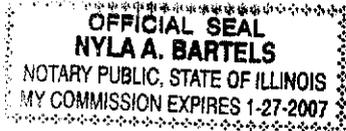
VERIFICATION

STATE OF ILLINOIS)
)ss
COUNTY OF SANGAMON)

JON R. CARLS, as Director, Regulatory Services Department of Ameren Services, being first duly sworn upon his oath, deposes and states that he has read the foregoing **CIPS' VERIFIED ANSWER TO MENARD'S AMENDED COMPLAINT** by him subscribed and that the same is true in substance and in fact except as to those matters which are stated to be on information and belief and as to those matters he believes them to be true.

Jon R. Carls

Subscribed and sworn to before me this 9th day of September, 2003.



Nyla A. Bartels
Notary Public

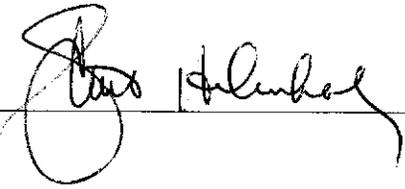
PROOF OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **CIPS' VERIFIED ANSWER TO MENARD'S AMENDED COMPLAINT** was served by placing same in a sealed envelope addressed:

Jerry Tice, Esq.
Grosboll, Becker, Tice & Reif
101 East Douglas Street
Petersburg, IL 62675

Mr. Jim Spencer
Illinois Commerce Commission
527 E. Capital Street
Springfield, IL 62701

and by depositing same in the United States mail in Springfield, Illinois, on the 10th day of September, 2003, with postage fully prepaid.



A handwritten signature in black ink, appearing to read "Jerry Tice", is written over a horizontal line. The signature is cursive and somewhat stylized.