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FREDERICKTOWN, MISSOURI 63645-0151

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DANIEL P. FALL
MICHAEL W. SILVEY*
R. SCOTT REID
NATHANIEL J. BOLLINGER

*MEMBER MISSOURI
AND ILLINOIS BAR

J.B. SCHNAPP (1920-1994)
JOHN W. REID, II (1940-1991)

August 11, 2011

Mr. Steven Reed
Executive Secretary
P.O. Box 360
Jefferson City, MO 65102-0360

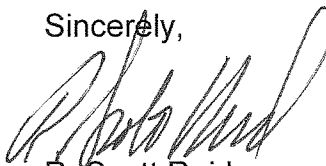
Re: Territorial Agreement Between Black River Electric Cooperative
and The City of Fredericktown, Missouri

Dear Mr. Reed:

A Joint Application requesting the Missouri Public Service Commission's approval of a Territorial Agreement between Black River Electric Cooperative & The City of Fredericktown, Missouri has been electronically filed via EFIS. I have enclosed the filing fee for the Application.

Thank you for your attention to this matter.

Sincerely,



R. Scott Reid

RSR:reh
Enclosure
cc: Kevin Thompson
Lewis Mills
Mary Eftink Boner

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

IN THE MATTER OF THE APPLICATION OF:)
)
BLACK RIVER ELECTRIC COOPERATIVE AND)
THE CITY OF FREDERICKTOWN, MISSOURI)
FOR APPROVAL OF A WRITTEN TERRITORIAL)
AGREEMENT DESIGNATING THE BOUNDARIES)
OF EACH ELECTRIC SERVICE SUPPLIER WITHIN)
PORTIONS OF MADISON COUNTY, MISSOURI)

Case No. _____

JOINT APPLICATION

COME NOW Black River Electric Cooperative ("Black River") and the City of Fredericktown, Missouri ("Fredericktown"), and for their Joint Application for an order approving Applicants' Territorial Agreement, pursuant to RSMo. §394.312, RSMo. §416.041, 4 C.S.R. 240-2.060(1), and 4 C.S.R. 240-3.130, state to the Commission as follows:

Black River

1. Black River is a rural electric cooperative corporation organized and existing under the laws of the State of Missouri, with its principal office at 2600 Hwy. 67, Fredericktown, Missouri 63645.

2. Black River exists pursuant to the provisions of Chapter 394 of the Revised Statutes of Missouri and engages in the distribution of electricity in portions of Missouri, including rural areas surrounding the City of Fredericktown, Missouri in Madison County, Missouri.

3. Black River's Certificate of Good Standing from the Missouri Secretary of State's Office is attached hereto as Exhibit 1 and incorporated herein by this reference.

4. Black River has no pending or final judgments or decisions against it from any state or federal agency or court involving customer service or rates, which action,

judgment or decision has occurred within three (3) years from the date of this application.

5. Black River has no annual reports or assessment fees that are overdue.

Fredericktown

6. Fredericktown is a fourth class city, organized and existing under the laws of the State of Missouri, with its principal office at 124 West Main Street, Fredericktown, Missouri 63645.

7. Fredericktown owns, operates and maintains an electric distribution system to serve residents and inhabitants of Fredericktown in Madison County, Missouri.

8. Fredericktown has no pending or final judgments or decisions against it in any state or federal agency or court which involve customer service or rates within the three (3) years immediately preceding the filing of this Joint Application.

9. Fredericktown has no annual report or assessment fees that are overdue.

10. Correspondence, communications, orders and decisions of the Commission should be sent to the parties as follows:

For Black River Electric Cooperative:

R. Scott Reid
Schnapp, Fall, Silvey & Reid, LLC
Attorneys at Law
P.O. Box 151
Fredericktown, MO 63645
(573) 783-7212; Fax (573) 783-7812
E-mail: sreid@schnapplaw.com

Thomas J. Steska
Black River Electric Cooperative
2600 Highway 67
Fredericktown, MO 63645

For City of Fredericktown:

Mary Eftink Boner
Ludwig & Boner, LC
Attorneys at Law
P.O. Box 310
Jackson, MO 63755
(573) 243-8188; Fax (573) 243-8841
E-mail: meb@lbgmolaw.com

Mayor Mark Tripp
City of Fredericktown, Missouri
124 West Main Street
Fredericktown, MO 63645

Territorial Agreement

11. The parties have entered into a Territorial Agreement subject to approval of the Commission. The Territorial Agreement establishes service areas for Black River and Fredericktown in Madison County, Missouri. A copy of the Agreement is attached to this Application as Exhibit 2 and incorporated herein by this reference. The Territorial Agreement contains a specific designation of the requested boundaries and includes maps showing the requested boundaries. The applicable township, ranges and sections by county are also set forth in the Territorial Agreement.

12. The Territorial Agreement establishes the exclusive service area for new structures for Black River, including areas inside the city limits of Fredericktown.

13. The Territorial Agreement establishes the exclusive service area for new structures for Fredericktown, which includes areas outside the city limits of Fredericktown.

14. The Territorial Agreement does not require the transfer of any facilities or customers between the Applicants. Accordingly, no list of the persons or structures whose utility services would be changed by the proposed Territorial Agreement is included in this Application.

15. Black River and Fredericktown have statutory franchise authority to serve their respective service areas proposed by the Territorial Agreement.

16. There are no other electric suppliers serving the immediate area covered by the Territorial Agreement. Black River previously entered into a territorial agreement with Ameren UE covering portions of the area included within the Territorial Agreement.

The territorial agreement between Black River and Ameren UE was approved by the Commission on September 18, 1986 in Case Number EO-95-400.

17. The Territorial Agreement is in the public interest because the Agreement will eliminate or reduce duplication of facilities, reduce the waste of resources and customer costs.

18. The Territorial Agreement will allow Fredericktown, Black River and customers within the area to know with certainty the supplier of their electric service.

19. The Territorial Agreement makes the most efficient and effective use of past investment in substation and distribution facilities while avoiding the necessity of duplicative investments.

20. Neither Black River nor Fredericktown is subject to the jurisdiction of the Commission for purposes of certificate authority or for regulation.

21. Black River will continue to have service responsibilities outside of the boundary areas set forth in the Territorial Agreement which will remain unaffected by the terms of the parties' Territorial Agreement.

22. The Board of Directors for Black River has authorized its representative to execute and enter into the Territorial Agreement.

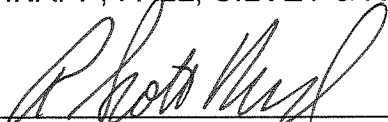
23. The Board of Aldermen for Fredericktown, Missouri has authorized its representative to execute and enter into the Territorial Agreement. A copy of the City of Fredericktown Ordinance authorizing the Territorial Agreement is attached hereto as Exhibit 3 and incorporated herein by reference.

24. The initial filing fee required by 4 C.S.R. 240-3.130(3) has been submitted with this Application to the Commission.


WHEREFORE, Applicants request that the Commission enter its Order: (a) finding that the exclusive electric service areas set forth in the Applicants' Territorial Agreement are not detrimental to the public interests and the proposed electric service area designation is in the public's best interests; (b) authorizing the parties to perform and comply with the terms and conditions of the Applicants' Territorial Agreement; and (c) grant Applicants such other and further relief as the Commission deems just and proper under the circumstances.

Respectfully submitted,

SCHNAPP, FALL, SILVEY & REID, LLC

By: 
R. Scott Reid No. 42841
135 East Main Street, P.O. Box 151
Fredericktown, MO 63645
(573) 783-7212; Fax (573) 783-7812
E-mail: sreid@schnapplaw.com
Attorney for Black River


LUDWIG & BONER, LC

By: 
Mary Eftink Boner No. 37841
1334 Indian Pkwy., P.O. Box 310
Jackson, MO 63755
(573) 243-8188; Fax (573) 243-8841
E-mail: meb@lbmolaw.com
Attorney for Fredericktown

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF CAPE GIRARDEAU) ss.

On the 3 day of August 2011, before me appeared Mary Eftink-Boner, to me personally known, who being by me first duly sworn states that she is the attorney for the City of Fredericktown, Missouri and is authorized to file this application with the Missouri Public Service Commission and to execute the Application and this Verification on the City of Fredericktown, Missouri's behalf, and acknowledged that she has read the Joint Application of the City of Fredericktown, Missouri and Black River Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of her knowledge, information and belief.



MARY EFTINK-BONER

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

ANGELA M. EVANS
Notary Public - Notary Seal
STATE OF MISSOURI
CAPE GIRARDEAU COUNTY
COMMISSION # 05541878
Commission Expires: Oct. 31, 2013

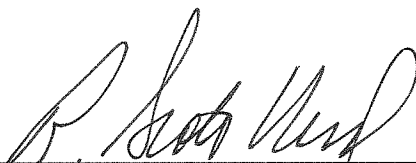


Notary Public

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF MADISON) ss.

On the 3rd day of August 2011, before me appeared R. Scott Reid, to me personally known, who being by me first duly sworn states that he is the attorney for Black River Electric Cooperative and is authorized to file this application with the Missouri Public Service Commission and to execute the Application and this Verification on Black River Electric Cooperative's behalf, and acknowledged that he has read the Joint Application of the City of Fredericktown, Missouri and Black River Electric Cooperative for Approval of a Territorial Agreement and that the facts stated therein are true and correct to the best of his knowledge, information and belief.




R. SCOTT REID

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.



ROBYNNE E. HALBROOK
My Commission Expires
September 1, 2013
St. Francois County
Commission #09450603



Notary Public

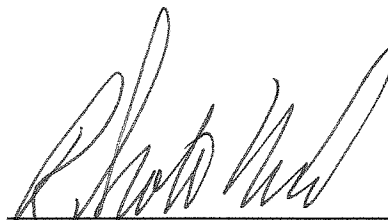
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on August 11, 2011, to the following:

Kevin Thompson
Office of the General Counsel
Governor Office Building, 8th Floor
Jefferson City, MO 65101
Kevin.thompson@psc.mo.gov
gencounsel@psc.mo.gov

Lewis Mills
Office of the Public Counsel
Governor Office Building, 6th Floor
Jefferson City, MO 65101
lewis.mills@ded.mo.gov
opcservice@ded.mo.gov

Ms. Mary Eftink-Boner
Ludwig & Boner, LC
Attorneys at Law
P.O. Box 310
Jackson, MO 63755
MEB@lbmolaw.com

A handwritten signature in black ink, appearing to read "R. Scott Reid", is written over a horizontal line.

R. Scott Reid

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

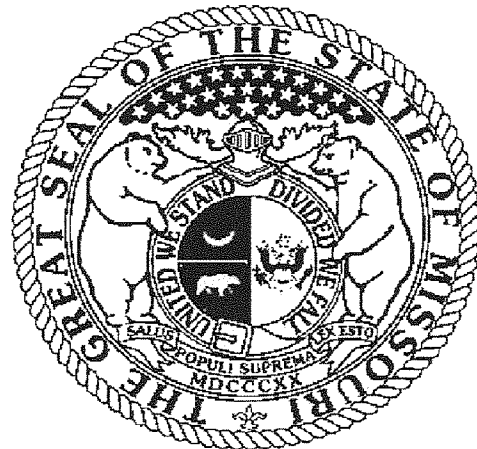
I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

BLACK RIVER ELECTRIC COOPERATIVE
Q00061630B

was created under the laws of this State on the 20th day of July, 1938, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 10th day of August, 2011

Secretary of State



Certification Number: 14075345-1 Reference:
Verify this certificate online at <https://www.sos.mo.gov/businessentity/soskb/verify.asp>

EXHIBIT

tabbles

TERRITORIAL AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June, 2011, by and between the CITY OF FREDERICKTOWN, MISSOURI, hereinafter referred to as "FREDERICKTOWN," a fourth-class city organized and existing under the laws of the State of Missouri, with its principal place of business at 124 West Main Street, Fredericktown, Missouri 63645; and BLACK RIVER ELECTRIC COOPERATIVE, hereinafter referred to as "BLACK RIVER," a Missouri Rural Electric Cooperative, organized and existing pursuant to Chapter 394 of the Revised Statutes of Missouri, with its principal place of business located at 2600 Highway 67, P.O. Box 31, Fredericktown, Missouri 63645.

WHEREAS, Sections 394.312 and 416.041 of the Revised Statutes of Missouri provide that competition to provide retail electric service as between rural electric cooperatives and municipally owned utilities may be displaced by written territorial agreements specifically designating the boundaries of the electric service area of each electric service supplier subject to said agreement; and,

WHEREAS, the parties believe that a territorial agreement between the parties would: (1) promote the efficient and orderly development of electrical service for consumers located in and around Fredericktown, Missouri; (2) eliminate or reduce duplication of facilities, reduce the waste of resources and customer costs; (3) most economically and reasonably utilize the parties' prior investments and planning to serve the public; and

WHEREAS, the parties believe that this Territorial Agreement will be beneficial not only to the parties hereto but also to the electric power consumers within all affected areas; and

WHEREAS, FREDERICKTOWN is authorized by law to provide electric services in Madison County, Missouri, including inside the Fredericktown, Missouri city limits; and

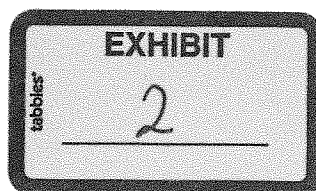
WHEREAS, BLACK RIVER is authorized by law to provide electric services within the State of Missouri, including Madison County, Missouri; and

WHEREAS, FREDERICKTOWN and BLACK RIVER desire to minimize disputes and avoid wasteful duplication of services and unnecessary additional costs to their respective customers;

NOW, THEREFORE, FREDERICKTOWN and BLACK RIVER, in consideration of the mutual covenants and agreements herein set forth and contained, covenant and agree as follows:

1. Definitions. As used in this Territorial Agreement, the following terms shall have the following meanings:

a. "Structure" or "Structures" shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or



apparatus at which retail electric energy is being delivered through a metering device which is located on or adjacent to the structure and connected to the lines of an electrical supplier. Such terms shall include any contiguous or adjacent additions to or expansions of a particular structure.

b. "Permanent Service" shall mean electric service provided through facilities which have been permanently installed on a structure and which are designed to provide electric service for the structure's anticipated needs for the indefinite future, as contrasted with facilities installed temporarily to provide electrical service during construction.

c. "Effective Date" shall mean the date on which the Report and Order of the Missouri Public Service Commission approving this Agreement becomes effective pursuant its terms, unless an appeal, rehearing or other lawful proceeding to review the Report and Order is filed with the Public Service Commission, any other state agency or court of law, in which case the Effective Date shall be the date any such appeal, rehearing and/or review is concluded and the terms of this Agreement become effective pursuant to the decision, ruling or order entered by the Commission, agency or court of law having jurisdiction over any such appeal, rehearing or review.

d. "New Structure" shall mean (i) a Structure for which construction had not been commenced on or before the Effective Date; or (ii) a Structure for which construction had been commenced before the Effective Date, but which had not received Permanent Service from an electrical supplier.

e. "Interim" shall mean the period between the date of execution of this Territorial Agreement and the Effective Date.

f. "Service Area Boundary Line" or "Boundary Line" shall mean the line described in Exhibit A and as shown on the map attached as Exhibit B to this Agreement.

g. "Black River – Ameren UE Territorial Agreement" shall mean the territorial agreement entered into by and between BLACK RIVER and Ameren UE on April 28, 1995 and approved by the Commission on Sept. 18, 1986 in case number EO-95-400.

2. Electric Service Areas. FREDERICKTOWN and BLACK RIVER shall provide electric service to New Structures as follows:

a. **FREDERICKTOWN'S Service Area.** FREDERICKTOWN shall have the exclusive right to provide Permanent Service to all New Structures located inside the Service Area Boundary Line as more particularly described in Exhibit A and Exhibit B which are attached to this Agreement and incorporated herein by this reference.

b. **BLACK RIVER'S Service Area.** BLACK RIVER shall have the exclusive right to provide Permanent Service to all New Structures in Madison

County, Missouri located outside of the Service Area Boundary Line described in Exhibit A and Exhibit B to this Agreement, subject to the provisions of the Black River - Ameren UE Territorial Agreement and further provided that the provisions of this Territorial Agreement shall not be binding on any other electrical supplier.

3. Right to Continue Service to Existing Structures.

a. FREDERICKTOWN shall continue to provide electric service to all those Structures it was providing Permanent Service to as of the date the parties executed this Agreement, including those Structures located outside of FREDERICKTOWN'S Service Area.

b. BLACK RIVER shall continue to provide electric service to all those Structures it was providing Permanent Service to as of the date the parties executed this Agreement, including those Structures located inside of FREDERICKTOWN'S Service Area.

4. New Structures During Interim.

During the Interim Period, neither party shall construct primary or secondary electrical facilities within the Exclusive Service Area territory of the other party, unless:

a. It is ordered to do so by the Public Service Commission or a court of competent jurisdiction, or

b. It is a necessary part of service to its customers in other areas.

During the Interim Period the parties shall abide by the territorial division provisions of this Agreement and may provide provisional service to any customer seeking service within its proposed Service Area. During the Interim Period, if a customer requests new electric service for a New Structure located in the Service Area of the other party, the parties agree to submit the matter to the Commission for determination in the case docketed for approval of this Agreement. The parties agree to propose to the Commission in such case that the party which will have the exclusive right to serve the customer if this Agreement is approved by the Commission should have the exclusive right and obligation to serve the customer in the interim.

5. Location of Structure.

For the purposes of this Agreement, the location of a Structure shall be the geographic location at which electric energy is used, regardless of the metering point or point of delivery.

6. Effect of Annexation.

In the event FREDERICKTOWN annexes areas located within BLACK RIVER'S Service Area, BLACK RIVER shall continue to have the sole and exclusive right to serve both existing Structures and New Structures located within the annexed area including those Structures constructed after any such annexation.

7. Service of Facilities in Other Parties' Service Areas.

Both parties may service their own respective facilities even if the facilities are located within the Service Area of the other party.

8. Rights of Other Electrical Suppliers Not Affected.

This Agreement shall not affect the rights of any electric supplier not a party to this Agreement. Other than Ameren UE, the parties know of no other electric supplier providing electric service within Madison County, Missouri. BLACK RIVER has previously entered into a Territorial Agreement with Ameren UE, covering Madison County, Missouri and said Territorial Agreement has previously been approved by The Public Service Commission in Case Number EO-95-400.

9. Procedure for Case-by-case Exceptions.

The parties may agree on a case-by-case basis to allow a Structure to receive service from one party, even though the Structure is located in the Service Area of the other party. In the event the parties reach any such agreement, the parties shall enter into and execute an Addendum to this Agreement

The Addendum shall be filed with the Missouri Public Service Commission and a copy shall be submitted to the Office of Public Counsel. Any filing fee associated with filing the Addendum shall be shared equally by the parties. The Addendum shall contain a notarized statement identifying the Structure at issue, the party who is to supply electric to the Structure, the justification for the deviation from the Territorial Agreement, and a statement that both parties are in support of the deviation from this Territorial Agreement.

Each Addendum shall also include a notarized statement signed by the customer who owns the Structure at issue. In the statement, the customer shall acknowledge that the customer has received notice that the parties have agreed to deviate from the Territorial Agreement and boundaries approved by the Public Service Commission and that the customer consents to being served by the party named in the Addendum.

The Party named in the Addendum shall have the right to provide temporary service as defined by R.S.Mo. Section 393.106, until the Public Service Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to the Addendum until the effective date of a Final Order by the Public Service Commission or a court of competent jurisdiction, requiring such removal.

10. Term.

The initial term of this Agreement shall be twenty (20) years from and after the Effective Date ("initial term"). Thereafter, this Agreement shall be automatically renewed for successive five (5) year terms ("renewal terms") commencing on the anniversary of the Effective Date ("renewal date") unless either party hereto shall notify the other party in writing of its intent to terminate this Agreement at least one (1) year in

advance of any such renewal date. The parties agree that a copy of any notice of termination of this Agreement shall be simultaneously served upon the Executive Secretary of the Commission and the Office of the Public Counsel. Termination of this Agreement shall eliminate the service territories provided for herein, but shall not entitle a party to provide service to a structure lawfully being served by the other party, or allow a change of supplier to any structure in the other's Service Area hereunder, unless a change is otherwise permitted by law.

11. Public Service Commission Approval Required.

This Agreement is conditioned upon receipt of approval of it by the Commission with no changes, or those changes which have been expressly agreed to by FREDERICKTOWN and BLACK RIVER. Either party may file an application for rehearing or other document with the Commission prior to the effective date of a Commission order approving this Agreement if the party objects to the form or content of the Commission's order approving the Agreement. If neither party files such an application for rehearing or document prior to the effective date of the Commission order approving this Agreement, it shall be presumed that the approval is satisfactory in form and content to both parties.

12. Cooperation.

FREDERICKTOWN and BLACK RIVER agree to undertake all actions reasonably necessary to implement this Agreement. FREDERICKTOWN and BLACK RIVER will cooperate in presenting a joint application to the Commission demonstrating this Agreement is in the public interest. BLACK RIVER shall pay all the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs, including but not limited to the attorney fees of each party, will be borne by the respective party incurring the costs.

13. Franchise Authority.

a. Upon Commission approval of this Agreement, FREDERICKTOWN shall fully recognize the franchise authority of BLACK RIVER to use the public rights-of-way for electric distribution and other lawful purposes. In order for BLACK RIVER to render efficient and continuous electrical service it will be necessary for BLACK RIVER to trim or remove the trunks and branches of trees and vegetation along or over the streets, sidewalks, alleys, avenues and other public places in FREDERICKTOWN, and in other areas dedicated to FREDERICKTOWN for public utility use, wherever the same are likely to come in contact with BLACK RIVER'S equipment. FREDERICKTOWN therefore grants to BLACK RIVER and its agents the right to trim and remove such trees, including the trunk, branches, and all parts thereof, and other vegetation so as to enable BLACK RIVER to erect and maintain its equipment in a regular and consistent form and manner, and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that BLACK RIVER and its agents shall exercise proper care and discretion in cutting, trimming and removing said trees, vegetation, and all parts thereof. BLACK

RIVER shall comply with all applicable ordinances. BLACK RIVER shall indemnify and hold FREDERICKTOWN harmless for any claims, causes of action or damages arising out of BLACK RIVER'S entry onto the streets, sidewalks, alleys, avenues and other areas dedicated to FREDERICKTOWN for public utility use including reasonable attorney fees and costs of litigation.

b. As consideration for the rights and privileges conferred by this Agreement, and in lieu of any license tax payments that may be required by any other FREDERICKTOWN ordinance, BLACK RIVER agrees to pay to FREDERICKTOWN, on an annual basis from its general funds, an amount equal to five percent (5.0%) of BLACK RIVER'S gross retained receipts, derived exclusively from BLACK RIVER'S own sales of electricity or electric service located inside that portion of the incorporated limits of FREDERICKTOWN that are subject to this Agreement including any areas annexed by Fredericktown after the Effective Date. The term "gross retained receipts" means the aggregate amount of all payments received by BLACK RIVER from its customers for the sale of electricity or electric service provided by BLACK RIVER within the incorporated city limits of Fredericktown, Missouri less any refunds, taxes, governmental fees, late charges, or penalties.

c. The franchise fee payment shall be due and payable annually on or before the 30th day of each January for the previous year's gross retained receipts.

14. General Terms.

a. **Boundary Description.** The written boundary description used in this Agreement is assumed by the parties to be accurate and reliable and to match the map attached as Exhibit B; however, where the map does not correspond with the written description, the map shall be controlling.

b. **Lack of Approval or Termination.** If the Commission or any other regulatory authority having jurisdiction does not approve this Agreement, this Agreement shall be nullified and of no legal effect between the parties. If this Agreement is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this Agreement is declared invalid or void by a court or agency of competent jurisdiction, then the parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration.

c. **Binding on Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their successors in interest, subsidiaries and assigns.

d. **No Constructive Waiver.** The failure of either party to enforce any provision of this Agreement shall not be deemed to be a waiver of its right to enforce any such provision at a later date.

e. **Modification.** This Agreement shall not be modified or repealed except by a signed writing of the parties and approval of all applicable regulatory authorities.

f. **Effect of Easements.** This Agreement shall not be construed to prevent either party from obtaining easements or rights-of-way through or in any part of the Service Area of the other party if the acquisition of such easement or right-of-way is otherwise authorized by law.

g. **Platting/Subdivision.** The subsequent platting, re-platting, subdividing, re-subdividing, re-naming, of any parcel or tract of land covered by this Agreement shall not affect the respective rights of the parties.

In Witness Whereof, the parties have hereunder executed this Agreement on the 27TH day of June, 2011.

THE CITY OF FREDERICKTOWN, MISSOURI

By MARK TRIPP
Mark Tripp, Mayor

ATTEST:

Barbara Stevens
Barbara Stevens, City Clerk

Approved as to Form:

Mary Eftink Boner
Mary Eftink Boner, City Attorney

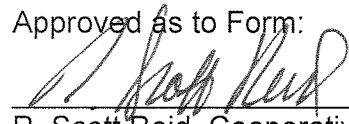
BLACK RIVER ELECTRIC BLACK RIVER,
INCORPORATED

By E. Stephen Dees
E. Stephen Dees, President of the Board

ATTEST:

Robert W. Graham
Robert Graham, Secretary of the Board

Approved as to Form:

A handwritten signature in black ink, appearing to read "R. Scott Reid", is written over a horizontal line.

R. Scott Reid, Cooperative Attorney

Exhibit A
Boundary for Territorial Agreement

The City of Fredericktown's service area shall be the area located within the boundary line described below and Black River Electric Cooperative's service area shall be outside of the boundary described below, to wit:

Beginning at center of MO HWY 72 at 90.319846W, 37.562724N Decimal Degrees, the line proceeds south on centerline of Madison County Road 275 to 90.322714W, 37.556515N Decimal Degrees.

At 90.322714W, 37.556515N Decimal Degrees, the line proceeds east/southeast to 90.313458W, 37.555633N Decimal Degrees, east bank of Little Saint Francis River.

At 90.313458W, 37.555633N Decimal Degrees, the line proceeds south/southwest along east bank of Little Saint Francis River to 90.306549W, 37.549934N Decimal Degrees.

At 90.306549W, 37.549934N Decimal Degrees, the line proceeds southeast to 90.303247W, 37.548773N Decimal Degrees.

At 90.303247W, 37.548773N Decimal Degrees, the line proceeds east to 90.294949W, 37.547667N Decimal Degrees, west edge of Business HWY 67, South Main Street.

At 90.294949W, 37.547667N Decimal Degrees, the line proceeds south on the west edge of Business HWY 67, South Main Street to 90.295432W, 37.544682N Decimal Degrees.

At 90.295432W, 37.544682N Decimal Degrees, the line proceeds east/southeast to 90.292555W, 37.544364N Decimal Degrees.

At 90.292555W, 37.544364N Decimal Degrees, the line proceeds north to John Holt Drive at 90.292137W, 37.546902N Decimal Degrees.

At 90.292137W, 37.546902N Decimal Degrees, South edge of John Holt Drive, the line proceeds west to 90.292320W, 37.546902N Decimal Degree, south edge of John Holt Drive.

At 90.292320W, 37.546902N Decimal Degree, South edge of John Holt Drive, the line proceeds north/northwest to 90.292795W, 37.549286N Decimal Degrees, center of Eric Avenue.

At 90.292795W, 37.549286N Decimal Degrees, center of Eric Avenue, the line proceeds east to the centerline of South Mine LaMotte Avenue at 90.291655W, 37.549276N Decimal Degrees.

At 90.291655W, 37.549276N Decimal Degrees, center of South Mine LaMotte Avenue, the line proceeds north on the centerline of South Mine LaMotte Avenue to 90.291843W, 37.549987N Decimal Degrees.

At 90.291843W, 37.549987N Decimal Degrees, the line proceeds east/southeast to 90.289704W, 37.549689N Decimal Degrees on the center of Andrews Street.

At 90.289704W, 37.549689N Decimal Degrees, the center of Andrews Street, the line proceeds east along the center of Ash Street until the intersection of Ash and Marlowe Street at 90.286113W, 37.549106N Decimal Degrees.

At 90.286113W, 37.549106N Decimal Degrees, the line proceeds north to 90.286126W, 37.549323 Decimal Degrees.

At 90.286126W, 37.549323 Decimal Degrees, the line proceeds north/northeast to the south edge of East Marvin Drive at 90.285798W, 37.551830N Decimal Degrees.

At 90.285798W, 37.551830N Decimal Degrees, the line proceeds east on the south edge of East Marvin Drive to the intersection of East Marvin Drive and South Chamber Drive at 90.281982W, 37.551732N Decimal Degrees.

At 90.281982W, 37.551732N Decimal Degrees, the line proceeds north on the centerline of South Chamber Drive until the centerline of East Main Street (Missouri Route Z) at 90.282008W, 37.559798N Decimal Degrees.

At 90.282008W, 37.559798N Decimal Degrees, the centerline of East Main Street (Missouri Route Z), the line proceeds east on the centerline of Missouri Route Z to 90.276930W, 37.559555N Decimal Degrees.

At 90.276930W, 37.559555N Decimal Degrees, the line proceeds north/northwest to 90.277875W, 37.563837N Decimal Degrees.

At 90.277875W, 37.563837N Decimal Degrees, the line proceeds east to 90.276408W, 37.564041N Decimal Degrees.

At 90.276408W, 37.564041N Decimal Degrees, the line proceeds south/southeast to 90.275841W, 37.561400N Decimal Degrees.

At 90.275841W, 37.561400N Decimal Degrees, the line proceeds east to 90.275719W, 37.561372N Decimal Degrees.

At 90.275719W, 37.561372N Decimal Degrees, the line proceeds south/southeast to 90.275537W, 37.559717N Decimal Degrees on the centerline of Missouri Route Z.

At 90.275537W, 37.559717N Decimal Degrees on the centerline of Missouri Route Z, the line proceeds east on the centerline of Missouri Route Z to 90.273270W, 37.560088N Decimal Degrees.

At 90.273270W, 37.560088N Decimal Degrees, the line proceeds north/northwest to 90.273406W, 37.560918N Decimal Degrees.

At 90.273406W, 37.560918N Decimal Degrees, the line proceeds east/southeast to 90.270277W, 37.560236N Decimal Degrees on the east edge of Cap America Drive. At 90.270277W, 37.560236N Decimal Degrees on the east edge of Cap America Drive, the line proceeds north along Cap America Drive to 90.270166W, 37.560977N Decimal Degrees.

At 90.270166W, 37.560977N Decimal Degrees, the line proceeds east/southeast to 90.269484W, 37.560878N Decimal Degrees.

At 90.269484W, 37.560878N Decimal Degrees, the line proceeds north/northeast to 90.269131W, 37.563270N Decimal Degrees.

At 90.269131W, 37.563270N Decimal Degrees, the line proceeds west to 90.269823W, 37.563277N Decimal Degrees the east edge of Cap America Drive.

At 90.269823W, 37.563277N Decimal Degrees the east edge of Cap America Drive, the line proceeds North/Northeast along east edge of Cap America Drive to 90.269410W, 37.566150N Decimal Degrees.

At 90.269410W, 37.566150N Decimal Degrees, the line proceeds northeast to 90.267412W, 37.566527N Decimal Degrees.

At 90.267412W, 37.566527N Decimal Degrees, the line proceeds north/northwest to 90.268062W, 37.569246N Decimal Degrees.

At 90.268062W, 37.569246N Decimal Degrees, the line proceeds west to 90.268925W, 37.569172N Decimal Degrees.

At 90.268925W, 37.569172N Decimal Degrees, the line proceeds north/northwest to 90.269222W, 37.570855N Decimal Degrees, the south edge of Schulte Road.

At 90.269222W, 37.570855N Decimal Degrees, the line proceeds west along the south edge of Schulte Road to 90.279369W, 37.570542N Decimal Degrees.

At 90.279369W, 37.570542N Decimal Degrees, the line proceeds south/southeast to 90.278523W, 37.567207N Decimal Degrees, the north edge of Missouri Highway 72.

At 90.278523W, 37.567207N Decimal Degrees, the line proceeds west along the north edge of Missouri Highway 72 to 90.284066W, 37.568497N Decimal Degrees.

At 90.284066W, 37.568497N Decimal Degrees, the line proceeds south/southeast to 90.283360W, 37.565029N Decimal Degrees.

At 90.283360W, 37.565029N Decimal Degrees, the line proceeds west/southwest to 90.285798W, 37.564777N Decimal Degrees.

At 90.285798W, 37.564777N Decimal Degrees, the line proceeds northwest to 90.286729W, 37.565492N Decimal Degrees.

At 90.286729W, 37.565492N Decimal Degrees, the line proceeds northeast to 90.286005W, 37.566054N Decimal Degrees.

At 90.286005W, 37.566054N Decimal Degrees, the line proceeds northwest to 90.288567W, 37.568035N Decimal Degrees.

At 90.288567W, 37.568035N Decimal Degrees, the line proceeds north/northeast to 90.287659W, 37.570784N Decimal Degrees.

At 90.287659W, 37.570784N Decimal Degrees, the line proceeds west/northwest to 90.292571W, 37.572203N Decimal Degrees.

At 90.292571W, 37.572203N Decimal Degrees, the line proceeds west/southwest to 90.296935W, 37.571354N Decimal Degrees.

At 90.296935W, 37.571354N Decimal Degrees, the line proceeds northwest to 90.298372W, 37.572324N Decimal Degrees.

At 90.298372W, 37.572324N Decimal Degrees, the line proceeds west/northwest to 90.300538W, 37.573099N Decimal Degrees.

At 90.300538W, 37.573099N Decimal Degrees, the line proceeds southwest to 90.300774W, 37.572365N Decimal Degrees.

At 90.300774W, 37.572365N Decimal Degrees, the line proceeds southwest to 90.301202W, 37.572055N Decimal Degrees to the centerline of City Lake Road.

At 90.301202W, 37.572055N Decimal Degrees at the centerline of City Lake Road, the line proceeds along the centerline of City Lake Road continuing through 90.302390W, 37.572770N Decimal Degrees to 90.302868W, 37.573009N Decimal Degrees on the centerline of Missouri Highway 72 Bypass.

At 90.302868W, 37.573009N Decimal Degrees on the centerline of Missouri Highway 72 Bypass, the line heads southeast following the centerline of Missouri Highway 72 Bypass to 90.313824W, 37.565024N Decimal Degrees on the center of the Little Saint Francis River Bridge.

At 90.313824W, 37.565024N Decimal Degrees, the line proceeds west following the center of Little Saint Francis River following the west fork at 90.309778W, 37.573054N Decimal Degrees and going north to 90.310423W, 37.576976N Decimal Degrees.

At 90.310423W, 37.576976N Decimal Degrees, the line proceeds north to 90.310400W, 37.578002N Decimal Degrees.

At 90.310400W, 37.578002 Decimal Degrees, the line proceeds west to 90.316602W, 37.578107N Decimal Degrees.

At 90.316602W, 37.578107N Decimal Degrees, the line proceeds south to 90.316543W, 37.577393N Decimal Degrees.

At 90.316543W, 37.577393N Decimal Degrees, the line proceeds southwest to 90.319154W, 37.576079N Decimal Degrees.

At 90.319154W, 37.576079N Decimal Degrees, the line proceeds west/northwest to 90.320959W, 37.576317N Decimal Degrees.

At 90.320959W, 37.576317N Decimal Degrees, the line proceeds south/southwest to 90.322140W, 37.572425N Decimal Degrees.

At 90.322140W, 37.572425N Decimal Degrees, the line proceeds west to 90.322313W, 37.572422N Decimal Degrees.

At 90.322313W, 37.572422N Decimal Degrees, the line proceeds South/Southwest to 90.322526W, 37.571446N Decimal Degrees, the median of US Highway 67.

At 90.322526W, 37.571446N Decimal Degrees, the median of US Highway 67, the line proceeds south following the median of US Highway 67 to 90.321134W, 37.567247N Decimal Degrees.

At 90.321134W, 37.567247N Decimal Degrees, the line proceeds southeast to 90.320452W, 37.566656N Decimal Degrees to centerline of Commercial Drive.

At 90.320452W, 37.566656N Decimal Degrees, the line proceeds south in the centerline of Commercial Drive and continues to 90.318239W, 37.562464N Decimal Degrees on the centerline of Commercial Drive.

At 90.318239W, 37.562464N Decimal Degrees, the line proceeds southwest to 90.318953W, 37.561933N Decimal Degrees on the centerline of Missouri Highway 72.

At 90.318953W, 37.561933N Decimal Degrees, the line proceeds northwest to beginning coordinate of 90.319846W, 37.562724N Decimal Degrees, on the centerline of Missouri Highway 72 junction with Madison County Road 275.

The above-referenced boundary and above-described property is located in Madison County, Missouri, Sections One (1), Twelve (12) and Thirteen (13), in Township Thirty-Three (33) North, Range Six (6) East, and Sections Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Township Thirty-Three (33) North, Range Seven (7) East.

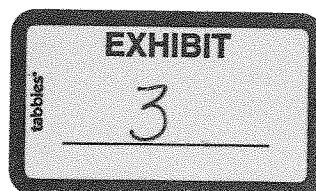
State of Missouri)
)ss
County of Madison)

I, Barbara Stevens, City Clerk for the City of Fredericktown, Missouri, County of Madison, and duly appointed custodian of the records for the same, do hereby certify that the attached copy of Ordinance 11-32 titled "*An Ordinance authorizing the Mayor of the city of Fredericktown, Missouri, to execute a territorial agreement between the City and Black River Electric Cooperative to designation boundaries of electric service area of each electric service supplier . . .*" is a true copy of said Ordinance of the City of Fredericktown on file in the office of the City Clerk, 124 West Main Street, Fredericktown, Missouri.

In Testimony whereof, I have hereunto set my hand and affixed the seal of the City of Fredericktown, Missouri, this 28th day of June, 2011.


Barbara Stevens, City Clerk

(SEAL)



BILL NO. _____

ORDINANCE NO 11-32

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE A TERRITORIAL AGREEMENT BETWEEN THE CITY OF FREDERICKTOWN AND BLACK RIVER ELECTRIC COOPERATIVE TO DESIGNATION BOUNDARIES OF ELECTRIC SERVICE AREA OF EACH ELECTRIC SERVICE SUPPLIER, AND SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have reviewed to said territorial agreement marked Exhibit "A" and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to enter into said territorial agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the Territorial Agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, between the City of Fredericktown and Black River Electric Cooperative, 2600 Highway 67/PO Box 31, Fredericktown, Missouri. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City enter into said territorial agreement.

Section 2. That the Mayor be and he is hereby authorized and directed to execute said territorial agreement for and on behalf of the City of Fredericktown, Missouri.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said territorial agreement.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed as separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage and approval.

THIS ORDINANCE having been read by title only this 27th day of June, 2011, the Board of

Aldermen voted as follows:

Thomas aye

Wulfert aye

McFadden aye

Polete aye

Brown aye

Reutzel aye

THIS ORDINANCE having been read by title only the second time on this 27th day of June 2011 the

Board of Aldermen voted as follows:

Thomas aye

Wulfert aye

McFadden aye

Polete aye

Brown aye

Reutzel aye

PASSED AND APPROVED this 27th day of June, 2011 by 6 ayes, _____ nays,

abstentions, _____, and _____ absentees.

MARK TRIPP

Mark Tripp, Mayor

ATTEST:

Barbara Stevens

Barbara Stevens, City Clerk