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MARVIN L. SHARP, *Of Counsel*

April 10, 2008

Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED
April 10, 2008
Data Center
Missouri Public
Service Commision

Re: Missouri Rural Electric Cooperative
City of Palmyra
Territorial Agreement

Dear Secretary:

Enclosed for filing please find Application for approval of a written Territorial Agreement between Missouri Rural Electric Cooperative and the City of Palmyra.

Also enclosed is our check in the amount of \$516.00

Thank you for your attention.

Sincerely,



Andrew J. Sporleder

AJS:om

Other Offices:

Trenton, Missouri
Springfield, Missouri
Smithville, Missouri

VICTOR S. SCOTT (1966-2005)
EUGENE E. ANDERECK (1923-2004)
GREGORY C. STOCKARD (1904-1993)
PHIL HAUCK (1924-1991)

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application)	
Of Missouri Rural Electric Cooperative)	
And the City of Palmyra, Missouri for)	
Approval of a Written Territorial Agreement)	Case No.
Designating the Boundaries of each)	
Electric Service Supplier within Portions of)	
Marion County, Missouri.)	

JOINT APPLICATION

COME NOW Missouri Rural Electric Cooperative ("Missouri Rural ") and the City of Palmyra, Missouri ("Palmyra"), hereinafter referred to collectively as "Applicants," by and through their respective counsel, and for their Joint Application to the Missouri Public Service Commission ("Commission"), pursuant to 4 CSR 240-2.060(1), 4 CSR 240-3.130, and Sections 394.312 and 416.041 RSMo. (2000), for an order approving Applicants' Territorial Agreement, respectfully state as follows:

1. **The Applicants** – Missouri Rural is a Chapter 394, RSMo. 2000, cooperative corporation organized and existing under the laws of Missouri and has its principal office at 975 West Ross, Palmyra Missouri 63461. It is engaged in the retail sale and distribution of electricity in portions of Missouri, including in rural areas surrounding the City of Palmyra in Marion County. Missouri Rural has no pending or final judgments or decisions against it from any state or federal agency or court which involve customer service or rates within the three years immediately preceding the filing of this Joint Application. No annual report or assessment fees are overdue by Missouri Rural.

2. Palmyra is a political subdivision of the Home Rule Class organized and existing under existing under, Article VI, Section 19 of the Constitution of the State of Missouri and Chapter 82, RSMo.2000, and has its principal office at 301 S Main St, Palmyra Missouri 63461. It owns, operates and maintains an electric distribution system within its corporate limits to serve

residents and inhabitants of the city. Palmyra has no pending or final judgments or decisions against it from any state or federal agency or court which involve customer service or rates within the three years immediately preceding the filing of this Joint Application. No annual report or assessment fees are overdue by Palmyra.

3. **Correspondence and Communication** - Correspondence, communications, and orders in regard to this Application should be directed to

For Palmyra:

Mr. Andrew J. Sporleder
Andereck, Evans, Milne,
Widger & Johnson L.L.C.
700 E. Capitol Ave.
PO Box 1438
Jefferson City, MO 65102
573-634-3422
573-634-7822 (fax)
ASporleder@aempb.com

Mr. Loren Graham
Mayor
City of Palmyra
301 S Main St,
Palmyra Missouri 63461

For Missouri Rural:

Mr. Andrew J. Sporleder
Andereck, Evans, Milne,
Widger & Johnson L.L.C.
700 E. Capitol Ave.
PO Box 1438
Jefferson City, MO 65102
573-634-3422
573-634-7822 (fax)
Asporleder@aempb.com

Mr. Rich Donelson
Manager
Missouri Rural Electric Cooperative
975 West Ross,
Palmyra Missouri 63461

4. **The Territorial Agreement** - Subject to the terms and conditions of an Agreement, known as the "Territorial Agreement" between Missouri Rural and Palmyra, Applicants have specifically designated the boundaries of the exclusive electric service area of Missouri Rural for service to new structures in portions of Marion County, Missouri, which is more particularly described in the Agreement. Applicants have attached a copy of the Agreement to this Application as **Appendix A**, which is incorporated by reference into this Application and made a part hereof for all purposes. A map depicting the three tracts of land comprising the exclusive service area is a part of the Agreement and is incorporated by reference into this Application and made part hereof for all purposes. The Territorial Agreement establishes an exclusive service territory for Missouri Rural in two tracts of land within Marion

County, Missouri. The Territorial Agreement establishes an exclusive service territory for Palmyra in one tract of land within Marion County, Missouri. It does not require transfer of any facilities or customers between the Applicants, so no list of all persons whose utility service would be changed by the agreement, as required by 4 CSR 240-3.130(1)(E) is included.

5. **Good Standing**– A certificate of Good Standing from the Missouri Secretary of State in regard to Missouri Rural is attached as **Appendix B** and is incorporated by reference and made a part hereof for all purposes. The City of Palmyra, Missouri, is a political subdivision of the State of Missouri.

6. **Authority to Serve in Proposed Areas** - Missouri Rural has statutory franchise authority in the areas it proposes to serve.

7. **Other Electric Suppliers** – To Applicants' knowledge and belief there are no other electric suppliers serving in the immediate area covered by the Territorial Agreement.

8. **Agreement is in the Public Interest** - The Territorial Agreement is in the public interest because it establishes exclusive service obligations for new structures as between the Joint Applicants in the three tracts within Marion County, Missouri. The establishment of exclusive service territories will prevent future duplication of electric service facilities and will also allow electric service customers within the area to know with certainty the supplier of their electric service. It makes most effective use of past investment in substation and distribution facilities while avoiding the necessity of duplicate investment. Neither party is subject to the jurisdiction of the Commission for purposes of certificate authority or for rate regulation.

9. **Limited Scope of Agreement** - Each Applicant will be bound by the terms of the Agreement in all areas contained within the exclusive service boundaries established by the Agreement.

10. **Authority to Enter into Agreement** – Each Applicant has authorized their respective representative to execute and enter into the Agreement. Resolutions for each Applicant are attached hereto as **Appendix C** and are incorporated by reference and made a part hereof for all purposes.

11. **Waiver of Hearing** – Applicants pursuant to Section 394.312.5, RSMo. 2000, do hereby waive, by stipulation and agreement, either parties right to an evidentiary hearing before the Commission regarding whether the Agreement should be approved or disapproved.

12. **Application Fee** - The Commission's fee required by 4 CSR 240-3.130(3) is submitted herewith.

WHEREFORE, Applicants respectfully request that the Public Service Commission of Missouri issue its order:

(a) Finding that the designation of electric service areas is not detrimental to the public interest and approving the Applicants' Territorial Agreement;

(b) Authorizing Applicants to perform in accordance with the terms and conditions of the Agreement, Appendix A to this Joint Application.

Respectfully submitted,

ANDERECK, EVANS, MILNE,
WIDGER & JOHNSON, LLC

By 

Mr. Andrew J. Sporleder Mo Bar #51197

700 E. Capitol Ave.

PO Box 1438

Jefferson City, MO 65102

573-634-3422


573-634-7822 (fax)

ASporleder@aempb.com

ATTORNEYS FOR MISSOURI RURAL
ELECTRIC COOPERATIVE &
CITY OF PALMYRA, MISSOURI

Certificate of Service

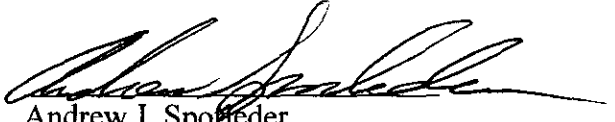
The undersigned certifies that a true and correct copy of the foregoing application was served by hand delivery this 10th day of April, 2008, upon the Office of the Public Counsel and the Office of the General Counsel.


Andrew J. Sporleder

VERIFICATION


STATE OF MISSOURI)
) SS
COUNTY OF COLE)

On the 10 day of April, 2008, before me appeared Andrew J. Sporleder, to me personally known, who being by me first duly sworn, states that he is the attorney for Missouri Rural Electric Cooperative and is authorized to file this application with the Missouri Public Service Commission and to execute the Application and this Verification on Missouri Rural Electric Cooperative's behalf, and acknowledged that he has read the Joint Application of the City of Palmyra, Missouri and Missouri Rural 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.


Andrew J. Sporleder

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

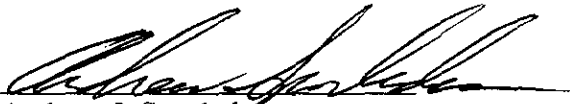
ORNA MICKELIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Callaway
My Commission Expires 5/16/2011
Commission # 07453930


Notary Public

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

On the 10 day of April, 2008, before me appeared Andrew J. Sporleder, to me personally known, who being by me first duly sworn, states that he is the attorney for the City of Palmyra, 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 Palmyra, Missouri's behalf, and acknowledged that he has read the Joint Application of the City of Palmyra, Missouri and Missouri Rural 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.


Andrew J. Sporleder

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

ORNA MICKELIS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Callaway
My Commission Expires 5/16/2011
Commission # 07453930


Notary Public

Appendix A

TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 20th day of March, 2008, by and between the CITY OF PALMYRA, MISSOURI, a Home Rule City organized and existing under, Article VI, Section 19 of the Constitution of the State of Missouri and Chapter 82, RSMo.2000, with its principal office located at 301 S Main St, Palmyra Missouri 63461, ("CITY") and MISSOURI RURAL ELECTRIC COOPERATIVE, a Missouri rural electric cooperative corporation organized and existing pursuant to Chapter 394, RSMo. 2000, with its office located at 975 West Ross, Palmyra, Missouri 63461, ("COOPERATIVE").

WITNESSETH:

WHEREAS, CITY and COOPERATIVE are authorized by law to provide electric service within certain areas of Missouri, including portions of Marion County; and

WHEREAS, Sections 394.312 and 416.041 RSMo. 2000, provides that competition to provide retail electrical service as between rural electric cooperatives such as COOPERATIVE and municipally owned electrical utility corporations such as CITY may be displaced by written territorial agreements;

WHEREAS, CITY and COOPERATIVE desire 1) to promote the orderly development of retail electrical service within a portion of the city of Palmyra Missouri and Marion County, Missouri, 2) to avoid unnecessary duplication of electrical facilities therein, and 3) to most effectively avail themselves of prior investment and planning for serving the public; and

WHEREAS, this Territorial Agreement does not require any customer of either CITY or COOPERATIVE to change its supplier;

NOW, THEREFORE, CITY and COOPERATIVE, in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. Territory Affected.

A. This Agreement pertains only to land in Marion County, Missouri. For purposes of this Agreement, the affected territory shall be divided into three (3) tracts as follows:

1) **Tract “A”** shall be real property located within the corporate boundaries of the city of Palmyra, Missouri as existing on January 1, 2008, except that portion of real property located within the corporate boundaries of the City of Palmyra, Missouri as more fully described below as “Tract ‘C’” .

2) **Tract “B”** shall be real property located outside of the corporate limits of the city of Palmyra, Missouri, within Marion County, Missouri and thus is a “rural area” as defined by Section 394.020(3) RSMO. 2000.

3) **Tract "C"** shall be real property located within the corporate limits of the city of Palmyra, Missouri.

A copy of the plat map depicting **Tracts “A”, “B” and “C”** in Marion County, Missouri is attached hereto as **Exhibit “A”** and incorporated herein by reference.

B. This Agreement shall have no affect whatsoever upon service by COOPERATIVE or CITY in any areas other than Tracts "A", "B" and "C".

2. Definitions.

A. For purposes of this Agreement, the references to “structure” have the same meaning as the statutory definition of the term “structure” found in Sections 393.106 and 394.315 RSMo. in effect at the relevant time. In the event no such statutory definitions exist or are not otherwise applicable, the term shall be construed to give effect to the intent of this agreement which is to designate an exclusive provider, as between the parties hereto, of retail electric service for anything using or designed to use electricity that is located within the Service Areas described herein.

B. The term “permanent service” shall have the same meaning as the definition of “permanent service” found in Section 394.315 RSMo., in effect at the

relevant time. The term shall be liberally construed to give effect to the expressed intent of this Agreement.

C. The term "new structure" shall mean (i) one on which construction has not commenced by the Effective Date, or (ii) one on which construction has commenced by the Effective Date but on the Effective Date is not complete from the standpoint that permanent wiring for the electrical power and energy to be utilized by or within the structure has not been permanently installed and permanently energized by physical connection to the facilities of an electrical supplier, or (iii) one for which the respective electrical inspection authority has not granted a permit by the Effective Date for it to be energized, or (iv) one for which the respective building authority has not granted an occupancy permit by the Effective Date.

D. The term "Effective Date" shall mean 12:01 a.m. of the date on which the Report and Order of the Commission approving this Agreement is effective pursuant to the terms of such Report and Order, unless a writ of review or other proceeding is taken challenging the Report and Order, in which case there shall be no Effective Date of this Agreement until CITY and COOPERATIVE both execute a document which establishes an Effective Date for purposes of this Agreement.

3. Exclusive Service Areas Established.

A. CITY, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures now located within Tract "A" and all new structures within Tract "A" and therefore it shall be considered to be the exclusive Service Area of CITY, as between CITY and COOPERATIVE.

B. COOPERATIVE, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures now located within Tract "B" and all new structures within Tract "B" and therefore it shall be considered to be the exclusive Service Area of COOPERATIVE, as between CITY and COOPERATIVE.

C. COOPERATIVE, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all new structures within Tract "C" and therefore it shall

be considered to be the exclusive Service Area of COOPERATIVE, as between CITY and COOPERATIVE.

D. This Agreement does not purport to affect the rights of any electric supplier not a party to this Agreement.

4. Condition Precedent – Regulatory Approvals. 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 CITY and COOPERATIVE. 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.

5. Service to Structures Receiving Service as of the Date of this Agreement. CITY and COOPERATIVE retain the right to furnish electric service to all existing structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location. To the knowledge of CITY and COOPERATIVE, there are no other suppliers of electricity providing permanent or temporary electric retail service within Tracts "A", "B" or "C".

6. Structures Coming Into Existence During Interim Period.

A. During the interim period between the date of execution of this Agreement and the Effective Date, the parties shall abide by the territorial division provisions of this Agreement and may provide provisional service to any customer seeking service. Pending the issuance of a decision by the Commission either granting or denying approval of this Agreement, however, neither party shall construct primary or secondary electric facilities within the territory assigned exclusively to the other pursuant to this Agreement, unless (i) ordered to do so by the Commission or a court of competent jurisdiction or (ii) as a necessary part of the provision of service to its customers in other areas and such construction is within a previously established easement obtained for the

purpose of providing service in other areas. During the time period between the filing date of this Agreement with the Missouri Public Service Commission and the Effective Date of the Agreement, if a customer requests new electric service for a Structure located in the Exclusive Service Area of one party from the other party the parties will meet and determine the party and means to serve the Structure. In the event the parties cannot agree, the new Structure shall be served by the party whose customer equipment is located closer to the new Structure.

7. Location of a Structure.

A. The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.

The first owner of a New Structure who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described herein, defining the service areas of the parties shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is installed within that service area. Thereafter, that party shall exclusively serve that Structure.

B. Either party, if requested by an existing customer who is located in the Exclusive Service Area of the other party, may provide its customer with additional facilities and/or electric service to New Outbuildings, so long as the New Outbuildings are located on the Consumer's contiguous tracts of land. This section shall apply to the original customer's successors who continue to reside at or operate the premises. This section shall not apply to a customer who receives electric service from both Company and Cooperative on the same tract of land, and requests additional electric service. These customers shall receive their additional electric service from the designated exclusive service provider, unless the customer, Company, and Cooperative agree otherwise and follow the procedures set out herein.

8. Case-by-Case Exception Procedure.

This shall not be construed to otherwise prohibit sales of electric power and energy between the parties to this Agreement.

10. Term and Termination.

A. The initial term of this Agreement shall be for ten (10) years, commencing on the Effective Date of the Order of the Commission regarding the approval of same and shall continue on a year to year basis after the expiration of said ten (10) year initial term, unless terminated by the parties in accordance with this Paragraph 10.

B. During the initial ten year term, this Agreement and the transactions contemplated by this Agreement may be terminated by mutual consent of CITY and COOPERATIVE. Thereafter, termination of this Agreement shall be effective on the date the Commission receives a notice signed by CITY and COOPERATIVE of the termination of this Agreement.

C. CITY or COOPERATIVE may terminate this Agreement by providing written notice to the other party at least twelve (12) months in advance of the expiration of the initial ten year term or any renewal term of this Agreement. Thereafter, termination of this Agreement shall be effective on the date the Commission receives a notice signed by either CITY or COOPERATIVE of the termination of this Agreement.

D. 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.

E. Termination of this Agreement shall eliminate the exclusive 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 such a change is otherwise permitted by law.

F. If this Agreement is terminated as provided herein, each party shall pay the costs and expenses incurred by it in connection with such termination, and no

party (or any of its officers, directors, employees, agents, attorneys, representatives, or shareholders) shall be liable to any other party for any costs, expenses, or damages; except as provided herein, neither party shall have any liability or further obligation to the other party to this Agreement.

11. Cooperation. CITY and COOPERATIVE agree to undertake all actions reasonably necessary to implement this Agreement. CITY and COOPERATIVE will cooperate in presenting a joint application to the Commission demonstrating that this Agreement is in the public interest. COOPERATIVE 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 attorneys fees of each party, will be borne by the respective party incurring the costs.

12. General Terms.

A. Land Descriptions: The maps utilized in this Agreement are assumed by the parties to be accurate and reliable.

B. No Constructive Waiver: No failure of CITY or COOPERATIVE to enforce any provision hereof shall be deemed to be a waiver.

C. Modifications: Neither the boundaries described in this agreement nor any provision of this Agreement may be modified or repealed except by a signed writing of the parties which is approved by all applicable regulatory authorities.

D. Survival: This Agreement shall inure to the benefit and be binding upon the parties, their respective successors and assigns.

E. 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.

F. This Agreement shall not be construed to prevent either party from obtaining easements or right of way through or in any part of the Service Area of the other if the acquisition of such easement or right of way is reasonably necessary to or desirable for the performance of the party's duties to provide electric service to its customers in other areas.

G. The subsequent platting, re-platting, subdividing, re-subdividing, or re-naming of any parcel or subdivision covered by this Agreement shall not affect the respective rights of CITY or COOPERATIVE established by this Agreement.

13. Subsequent Legislation. This Agreement is reached between the parties based upon their understanding of the current state of the law in Missouri under Section 394.315 RSMo. 2000, which allows an electrical supplier, once it lawfully commences supplying retail electric energy to a structure through permanent service facilities, to have the right to continue serving such structure. Further, the concept of service under those sections at the current time contemplates not only the physical provision of the conductors to provide an electrical path and connection between the structure and the conductors of the electrical supplier, but also the provision of electrical power and energy through such conductors. In the event the law in Missouri is changed during any term of this Agreement the provider of the electrical facilities (i.e. conductors) within the Service Area is not also required or assumed to be the provider of electrical power and energy (i.e., the electricity), and thereby give customers a choice as to who provides their electricity, as contrasted with who owns the wires over which such electricity is provided, then nothing in this Agreement shall be construed to prohibit CITY from providing electrical power and energy to structures within the Service Area of COOPERATIVE established by this Agreement, or COOPERATIVE from providing electrical power and energy to structures within the Service Area of CITY established by this Agreement, under the terms of such future legislation, notwithstanding the terms of this Agreement to the contrary. However, if either § 394.315 or § 394.312 RSMo. are repealed and not reenacted in a form substantially equivalent to their status on the Effective Date, this

Agreement shall terminate, coincident with the effective date of the elimination of the current content of § 394.315 or § 394.312, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 20th day of March, 2008.

CITY OF PALMYRA , MISSOURI

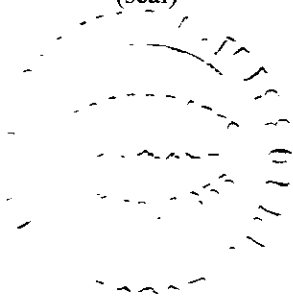
By: Leon Graham

Title: Mayor

Attest: Andrew Dodd

Title: City Clerk

(seal)



MISSOURI RURAL ELECTRIC
COOPERATIVE

By: Richard D. Jonelean

Title: General Manager

Attest: Shyllis L. Parsons

Title: EXECUTIVE SECRETARY

(seal)

Appendix B

STATE OF MISSOURI



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

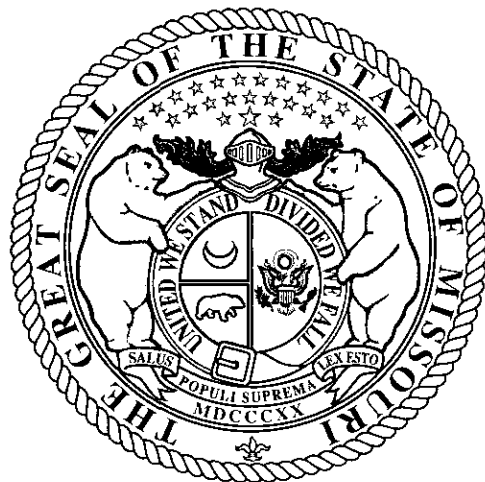
I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

**MISSOURI RURAL ELECTRIC COOPERATIVE
Q00059714B**

was created under the laws of this State on the 19th day of June, 1936, 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 April, 2008

Robin Carnahan
Secretary of State



Certification Number: 10633856-1 Reference:
Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

Appendix C



Missouri Rural Electric Cooperative

975 West Ross
P.O. Box 111
Palmyra, Missouri 63461-0111
Telephone: (573) 769-2104
FAX: (573) 769-4399



BOARD RESOLUTION

TERRITORIAL AGREEMENT

I, Victor Cline, do hereby certify that: I am the secretary of Missouri Rural Electric Cooperative (hereinafter called the "Cooperative"), the following is a true and correct copy of a resolution duly adopted by the board of directors of the Cooperative at the regular meeting held on March 20, 2008 and entered in the minute book of the Cooperative; the meeting was duly and regularly called and held in accordance with the bylaws of the Cooperative, and said resolution has not been rescinded or modified.

RESOLVED, that the proposed Territorial Agreement between Missouri Rural Electric Cooperative and the City of Palmyra, Missouri, substantially in the form presented to this meeting, be and the same are hereby approved; and

BE IT FURTHER RESOLVED, that the President, General Manager and General Counsel are authorized and directed to act according to their best judgment to carry out the intentions of this resolution, said authority to include making such changes to the Territorial Agreement and Applications to the Public Service Commission as may be needed for the approval of said applications and so as to comply with any Order issued by the Public Service Commission.

BE IT FURTHER RESOLVED that the Officers, General Manager, Staff, and General Counsel are hereby authorized to take such actions and execute such documents as are in their judgment necessary or appropriate to carry out the intent of this resolution including but not limited to filing an application with the Missouri Public Service Commission for approval of the territorial agreement between the Cooperative and the City of Palmyra, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 20th day of March, 2008.

Victor R. Cline
Secretary

**CERTIFIED COPY OF RESOLUTION BY CITY COUNCIL
OF THE CITY OF PALMYRA, MISSOURI FOR
TERRITORIAL AGREEMENT WITH
MISSOURI RURAL ELECTRIC COOPERATIVE**

Motion was made by Councilman Garner and seconded by Councilman Merkel for the City of Palmyra to enter into a Territorial Agreement with Missouri Rural Electric Cooperative and authorizing the Mayor of the City of Palmyra to sign the Territorial Agreement with Missouri Rural Electric Cooperative after the City Attorney has approved the final form of the Territorial Agreement.


A roll call vote was taken and recorded, and the motion was passed and approved by majority vote.

CERTIFICATE

I, Rhonda J. Dodd, City Clerk of the City of Palmyra, Missouri hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted and approved by the City Council of the City of Palmyra, Missouri, a municipal corporation, at its regular meeting on March 6, 2008.

Date:

March 20 2008


Rhonda J. Dodd, City Clerk

STATE OF MISSOURI

)

) SS.

COUNTY OF MARION

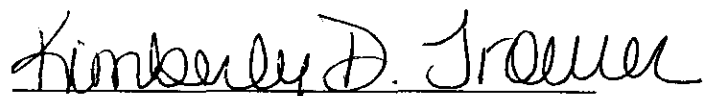
)

On this 21st day of March, 2008, before me, a notary public in and for said state, personally appeared **Rhonda J. Dodd**, City Clerk of the City of Palmyra, Missouri, a municipal corporation, known to me to be the person who executed the above and foregoing on behalf of said municipal corporation and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and year first above written in the county and state aforesaid.



KIMBERLY D. TROWER
My Commission Expires
July 20, 2010
Marion County
Commission #06917196


Notary Public, State of Missouri, Commissioned in
Marion County, Missouri

My commission expires:

July 20, 2010