

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

In the matter of the Application of)
Thomas A. Marshall for a Change of)
Electric Service Provider from SEMO) **Case No. EO-2007-0309**
Electric Cooperative to Sikeston Board)
Of Municipal Utilities)

RESPONSE OF SEMO ELECTRIC COOPERATIVE

COMES NOW SEMO Electric Cooperative, Inc., (SEMO) by and through its undersigned counsel, and for its Response to the Application of Thomas A. Marshall for Change of Electric Service Provider respectfully states the following:

1. SEMO acknowledges that it has provided electric energy and service to Mr. Marshall at his residence since 1951.
2. To SEMO's knowledge and belief, Mr. Marshall's property was annexed by the City of Sikeston in 1999 (City Ordinance No. 5265, May 3, 1999) in conjunction with establishment of a municipal industrial park near Mr. Marshall's property.
3. No action has been taken by the City of Sikeston to exercise its statutory rights, if any, to timely negotiate a territorial agreement and any accompanying transfers or acquisitions of existing services affected by its annexation as provided under Section 386.800 RSMo.
4. No action has been initiated or proposed by the City of Sikeston to create a territorial agreement affecting Mr. Marshall's location as may be allowed under Section 394.312 RSMo.
5. SEMO acknowledges that the City of Sikeston has recently (in year 2006) extended underground primary distribution facilities to deliver electricity to new grain storage bins on Mr. Marshall's property.

6. SEMO opposes the application of Mr. Marshall for the following reasons:

a. Mr. Marshall has not alleged sufficient cause under the statute to support a finding that a change of electric supplier at his residence is in the public interest. Other than stating his desire to have a single supplier, Mr. Marshall boldly supports his application on the basis of rate comparison and such is not permissible under the law.

b. Mr. Marshall admits that "there are no service problems at issue in this case" to support a finding that would terminate SEMO's right to continue to serve his residence.

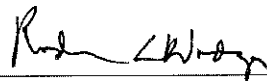
c. There are no electric system operational advantages to be gained, and no operational detriments to be resolved, through granting a change of supplier at Mr. Marshall's residence.

d. Mr. Marshall's situation is not unique or compelling of relief in light of the co-existence and near proximity of municipal, investor-owned, and member-owned electric suppliers in the State of Missouri.

7. Correspondence, orders, and other communications regarding this application shall be directed to the undersigned.

Respectfully submitted,

**ANDERECK, EVANS, MILNE,
WIDGER & JOHNSON, L.L.C.**

By: 
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ATTORNEYS FOR SEMO
ELECTRIC COOPERATIVE, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that a complete copy of the foregoing instrument was served upon:

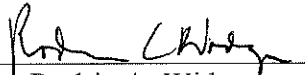
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By e-mail and/or enclosing same in envelopes addressed to the attorneys of record of said parties at their business addresses as disclosed in the pleadings of record therein, with first class postage fully prepaid, and by depositing said envelope in a U.S. Post Office mail box in Springfield, Missouri, on March 14, 2007.


Rodric A. Widger