



Michael A. Rump
Senior Attorney
(816) 556-2483
(816) 556-2787 Fax
mar4697@kcpl.com

FILED²

OCT 11 2000

Missouri Public
Service Commission

October 10, 2000

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

E0-2001-240

Re: In the Matter of the Joint Application of Kansas City Power & Light Company
And the City of Marshall for an Order approving a Territorial Agreement

Dear Mr. Roberts:

Enclosed for filing with the Commission are the original and eight (8) copies of the Joint Application of KCPL and the City of Marshall in the above-entitled matter.

Please bring this filing to the attention of the Commission.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael A. Rump", is written over the typed name.

Michael A. Rump

c: Office of the Public Counsel
George S. Huff, Esq.
Mark Schuler

FILED

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

OCT 11 2000

Missouri Public
Service Commission

In the Matter of the Joint Application)
of Kansas City Power & Light Company)
and the City of Marshall for an Order)
approving a Territorial Agreement.)

Case No. E0-2001-240

JOINT APPLICATION

COMES NOW, Kansas City Power & Light Company ("Company"), a Missouri corporation, and the City of Marshall ("City"), a Third-Class City in the State of Missouri,

And for their joint Application to the Missouri Public Service Commission ("Commission"), pursuant to Sections 386.800, 393.106 and 394.312 RSMo, for an order approving a territorial agreement between the Company and the City, respectfully state as follows:

1. The Applicants. Company is a Missouri corporation, in good standing in all respects, with its principal office and place of business located at 1201 Walnut, Kansas City, Missouri 64106. Company is engaged in providing electric service in portions of Missouri as a public utility under the jurisdiction of the Commission. Company is also engaged in providing electric service in portions of Kansas. There is already on file with the Commission a certified copy of Company's Restated Articles of Incorporation (see Commission Case No. EM-97-515), and said documents are incorporated by reference and made a part hereof for all purposes.

City is a municipal body politic and corporate in perpetuity, duly and legally established as a Third-Class City under the provisions of the Missouri Constitution, validly existing and in good standing under the laws and Constitution of the State of Missouri. City operates a municipal utility (Marshall Municipal Utilities) which renders electric utility service to the public in the City of Marshall and adjoining areas within Saline County in Missouri.

2. **Correspondence and Communication.** Correspondence, communication, orders and decisions in regard to this Application and proceeding should be directed to:

For Company

Michael Rump
Kansas City Power & Light Company
1201 Walnut, 20th Floor
Kansas City, Missouri 64106
(816) 556-2483
(816) 556-2787 (Fax)

Mark Schuler
Kansas City Power & Light Company
8619 Prospect
Kansas City, Missouri 64132
(816) 276-5500
(816) 276-5556 (Fax)

For City

George S. Huff, Esq.
Huff & Huff
78 S. Jefferson
Marshall, Missouri 65340
(660) 886-6841
(660) 886-5488 (Fax)

Paul Jensen
General Manager
Marshall Municipal Utilities
Marshall, Missouri 65340
(660) 886-6966
(660) 886-6724 (Fax)

3. **Territorial Agreement.**

a. Subject to the terms and conditions of an Agreement, known as a "Territorial Agreement" between Company and City, Applicants have specifically designated the boundaries of the respective exclusive electric service area of each electric service supplier for service in portions of Saline County, which are

more particularly described in the Territorial Agreement. Applicants have attached a copy of the Agreement to this Application as Attachment 1. A description of each Applicant's service area and a map depicting these areas are part of Attachment 1 and are incorporated into this Application.

b. A certified copy of the ordinance of the City of Marshall authorizing the Mayor to execute the Territory Agreement is attached to this application as Attachment 2.

c. The Company has statutory authority outside the limits of the City of Marshall and seeks authority through this Territorial Agreement to service customers in certain areas inside of the limits of the City of Marshall. City has statutory authority within the limits of the City of Marshall and seeks authority through this Territorial Agreement to serve customers in certain areas outside of the limits of the City of Marshall.

d. Central Missouri Electric Cooperative, Inc., serves electricity in the vicinity of the Territorial Agreement area, but does not provide permanent electric service to any customers within the areas described in this Territorial Agreement. There are no other municipal electric supply systems or investor owned electric utilities operated within the area covered by the Agreement.

e. The Territorial Agreement is in the public interest because it establishes exclusive service territories for the two electric suppliers. There is very little duplication of electric service facilities between the electric suppliers at this time. The establishment of exclusive service territories will prevent future

duplication of electric service facilities, guarding economic efficiencies and benefiting the public safety and aesthetics of the community.

This Agreement will also allow electric service customers to know with certainty the supplier of their electric service.

4. **Customer List.** The customers of Company whose utility service would be transferred to the City are as follows:

| | |
|----------------------------|------------------|
| Rick Gochenour | Joe Topel |
| James M. Doolan | Shirley Gromlich |
| Butterfield Youth Services | |

All of these customers have executed affidavits, which indicate that they have been informed of the proposed change and have no objection to the change in electric service providers. Attachment 3 contains copies of these affidavits.

5. **Application Fee.** The Commission's fee required by 4 CSR 240-21.010 is submitted herewith.

WHEREFORE, Company and City respectfully request that the Commission issue its Order:

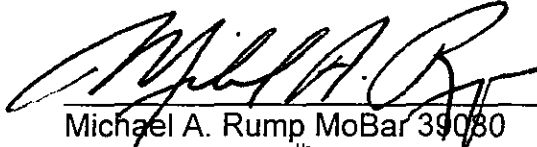
(1) finding the designated electric service areas to be not detrimental to the public interest and approving the Territorial Agreement;

(2) authorizing Applicants to perform in accordance with the terms and conditions of the Agreement, Attachment 1 to the Joint Application.

(3) granting such other relief as deemed necessary to accomplish the purposes of this Joint Application.

Respectfully submitted,

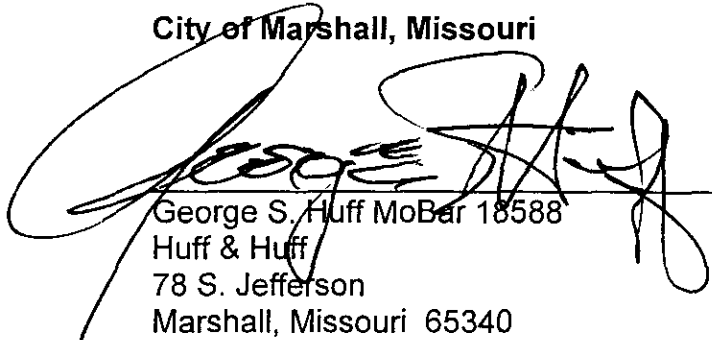
Kansas City Power & Light Company

A handwritten signature in black ink, appearing to read "Michael A. Rump", written over a horizontal line.

Michael A. Rump MoBar 39080
1201 Walnut, 20th Floor
P.O. Box 418679
Kansas City, Missouri 64141-9679
(816) 556-2483
(816) 556-2787 (Fax)

Attorney for KCPL

City of Marshall, Missouri

A handwritten signature in black ink, appearing to read "George S. Huff", written over a horizontal line.

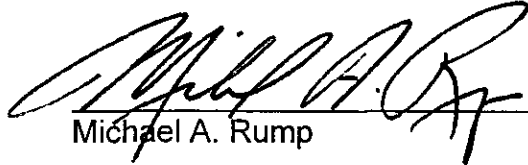
George S. Huff MoBar 18588
Huff & Huff
78 S. Jefferson
Marshall, Missouri 65340
(660) 886-6841
(660) 886-5488 (Fax)

Attorney for City of Marshall, Missouri

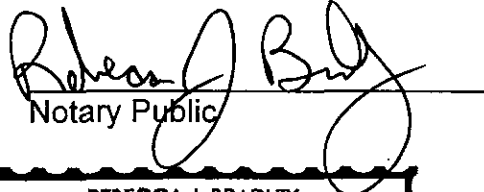
Verification

State of Missouri)
) Ss:
County of Jackson)

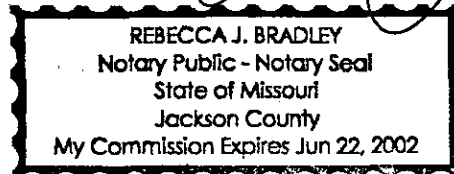
Michael A. Rump, being first duly sworn upon his oath, deposes and states that he is Senior Attorney for Kansas City Power & Light Company ("KCPL"), that he has read and is familiar with the foregoing application and that the statements therein are true and correct to the best of his knowledge information and belief, and that he is authorized to make this verification and sign this Application on behalf of KCPL.


Michael A. Rump

Subscribed and sworn to before me this 26th day of September, 2000.

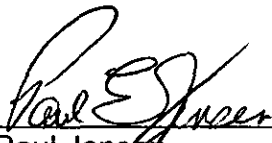

Notary Public

My Commission Expires:
6-22-02



State of Missouri)
)
County of Saline) Ss:

Paul Jensen, being first duly sworn upon his oath, deposes and states that he is the General Manager – Marshall Municipal Utilities, that he has read and is familiar with the foregoing application and that the statements therein are true and correct to the best of his knowledge information and belief and that he is authorized to make this verification and sign this application on behalf of the City of Marshall, Missouri.



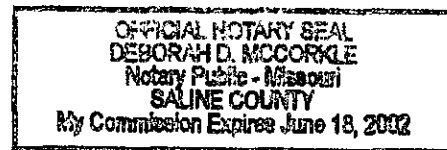
Paul Jensen

Subscribed and sworn to before me this 13th day of September, 2000.



Notary Public

My Commission Expires: June 18, 2002



ATTACHMENT 1

TERRITORIAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2000, by and between the CITY OF MARSHALL, MISSOURI, hereinafter referred to as "CITY," and KANSAS CITY POWER & LIGHT COMPANY, hereinafter referred to as "KCPL;"

WHEREAS, Section 394.312 of the Revised Statutes of Missouri provides that competition to provide retail electric service as between electrical corporations 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 hereto believe that such a territorial agreement between the parties hereto would eliminate or reduce duplication of facilities which results in waste of resources and increases consumer costs and, therefore, the parties hereto believe that the within Territorial Agreement will be beneficial not only to the parties hereto but also to the power consumers within all affected areas; and,

WHEREAS, the CITY and KCPL desire to avoid wasteful duplication of services and unnecessary additional costs to their respective customers.

NOW, THEREFORE, the CITY and KCPL, in consideration of the mutual covenants and agreements herein set forth and contained, agree as follows:

1. The electric service area of KCPL within the immediate area of the CITY is an area within the city limits of the CITY described in Exhibit 1 and all of that area outside the city limits of the CITY except that portion thereof described

in Exhibit 2. Exhibit 1 and Exhibit 2 are hereby expressly incorporated herein by reference and made a part of the Agreement as fully as if set out herein verbatim.

2. The electric service area of the CITY is certain areas outside the city limits of the CITY as defined in a separate Territory Agreement between the CITY and Central Missouri Electric Cooperative, those areas described in Exhibit 2, and all areas within the city limits of the CITY except that area described in Exhibit 1.

3. The CITY shall provide electric service to all those meter locations that it presently has within its electric service area, to the five metered locations which are located in Area B as described in Exhibit 2, and to all new meter locations or electric customers within its electric service area with the exception of the service center described in "Exhibit1."

4. KCPL shall provide electric service to all those meter locations that it presently has within its electric service area and to all new meter locations or electric customers within its electric service area with the exception of the five metered locations which are located in Area B as described in Exhibit 2.

5. Except as provided for above, customers or meter locations of the parties hereto shall not be allowed to switch from one party hereto to the other without the mutual written approval of the Missouri Public Service Commission.

6. The parties hereto mutually agree that either party may service its own facilities even if located within the service area of the other party.

7. The parties hereto further mutually covenant and agree that if the CITY annexes areas set forth and contained within KCPL service territory, the

provisions of paragraph 4 above notwithstanding, the CITY shall have the sole and exclusive right to service all new electrical customers within such annexed area, and KCPL may continue to provide electric service to those meter locations to which it provided electric service prior to such annexation.

8. The initial term of this Agreement shall be ten (10) years from and after the date this Agreement is approved by the Missouri Public Service Commission. Thereafter, this Agreement shall automatically be renewed for successive five-year terms 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.

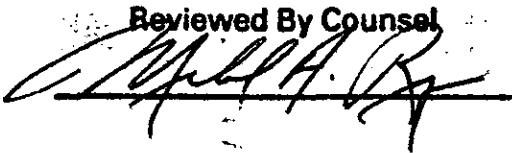
9. This Agreement shall be binding upon the parties hereto and all subsidiaries, successors in interest, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on behalf of the CITY by ordinance duly passed and executed by its Mayor and City Clerk, and on behalf of KCPL by resolution duly adopted by its Board of Directors and signed by its Vice President and attested by its Secretary, all as of the day and year first above written.

All signatures below are required for this Agreement to be effective.

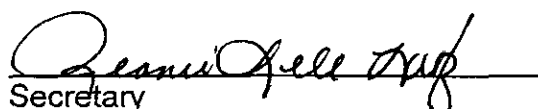
Kansas City Power & Light Company

Reviewed By Counsel


Nancy Moore - Vice President

Date: 9/28/00

ATTEST:


Secretary

City of Marshall, Missouri

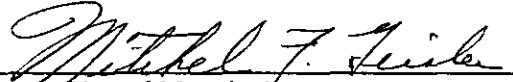
By action of its 9/13/00 meeting,
the Board of Public Works recommends
approval of the Agreement



Paul E. Jensen – General Manager
Marshall Municipal Utilities

Date: 9/13/00


Approved by the City Council of the City
of Marshall by Ordinance # 7280



Mayor, City of Marshall

Date: 9/19/00

ATTEST:



City Clerk, City of Marshall

Exhibit 1

Legal Description for KCPL's Marshall Service Center

A tract of land located in the west half (W ½) of the northeast quarter (NE ¼) of Section 9, Township 50 North, Range 21 West, in the City of Marshall, Saline County, Missouri, more particularly described as:

Beginning at the northwest corner of a 1.0 acre tract surveyed by Don F. Pealer, former County Surveyor, on May 2, 1934 and recorded in Survey Record Book "K", Page 12 in the Saline County Recorded of Deeds Office, Marshall, Missouri; said Beginning Point being South 88° 12' 53" West 1,892.43 feet, thence South 20° 41' 29" West 1,044.26 feet from an existing 5/8" iron rod at the section corner to sections 3, 4, 9, and 10, Township 50 North, Range 21 West; thence South 69° 38' 07" East along the north line of said 1.0 acre tract a distance of 138.7 feet to the northeast corner thereof; thence South 06° 28' 56" West along the east line of said 1.0 acre tract a distance of 250.87 feet to the northwesterly line of Commerce Drive; thence North 51° 50' 22" East along the northwesterly line of Commerce Drive a distance of 96.17 feet to a 1/2" iron rod set at the P.C. of a curve having a radius of 1,108.0 feet; thence northeasterly along said curve and the northwesterly line of Commerce Drive a distance of 209.94 feet to a 1/2" iron rod set; said curve having a chord bearing and distance of North 57° 16' 04" East 209.63 feet; thence North 00° 00' 00" East a distance of 704.77 feet to a 1/2" iron rod set; thence South 90° 00' 00" West a distance of 134.60 feet to a 1/2" iron rod set; thence South 20° 41' 29" West a distance of 620.00 feet to the point of beginning. Tract contains 191,392 square feet (4.394 acres) more or less.

TERRITORIAL AGREEMENT WITH KCPL – 1999

Area Descriptions

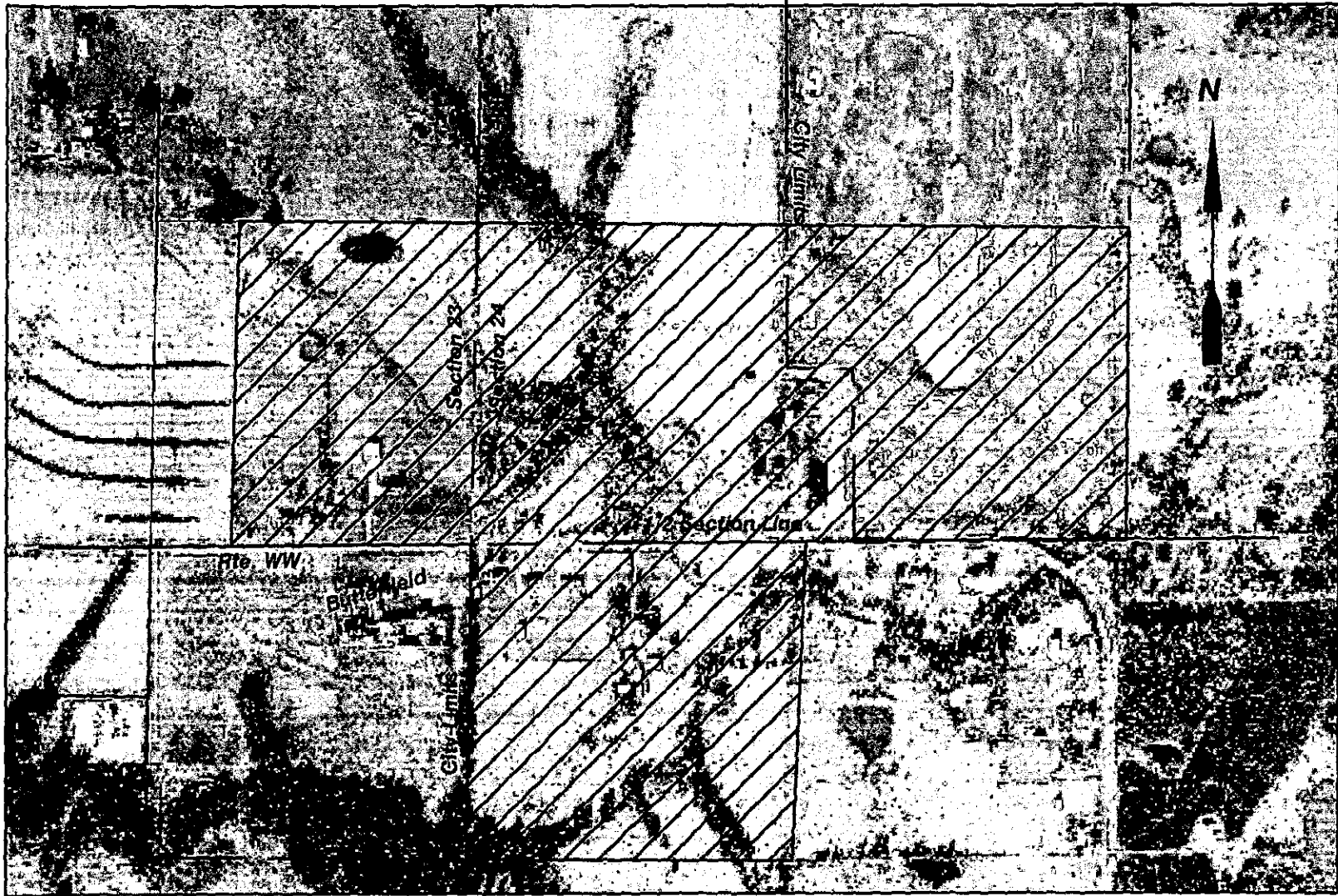
- A. An 18 acre tract in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 50 North, Range 21 West in Saline County, Missouri.
- B. The east 25.48 acres of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23 and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 24 and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, all in Township 50 North, Range 21 West, Saline County, Missouri.
- C. The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the west $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the portion of the Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ lying east of the Union Pacific Railroad; all in the Southeast $\frac{1}{4}$ of Section 12, Township 50 North, Range 21 West, Saline County, Missouri.
- D. The Southeast $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 50 North, Range 21 West, Saline County, Missouri.
- E. The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 50 North, Range 21 West, Saline County, Missouri; and all of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 35, Township 51 North, Range 21 West, Saline County, Missouri.
- F. The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 50 North, Range 21 West, Saline County, Missouri.

A.



An eighteen acre tract in the South one-half of the Northeast quarter of the Southeast quarter of Section 18, Township 50 North, Range 21 West in Saline County.

B.



The east 25.48 acres of the Southeast quarter of the Northeast quarter of Section 23 and the South 1/2 of the Northwest quarter of Section 24 and the Northwest quarter of the Southwest quarter of Section 24 all in Township 50 North, Range 21 West, Saline County, Missouri.



MMU agreement with KCPL

C.

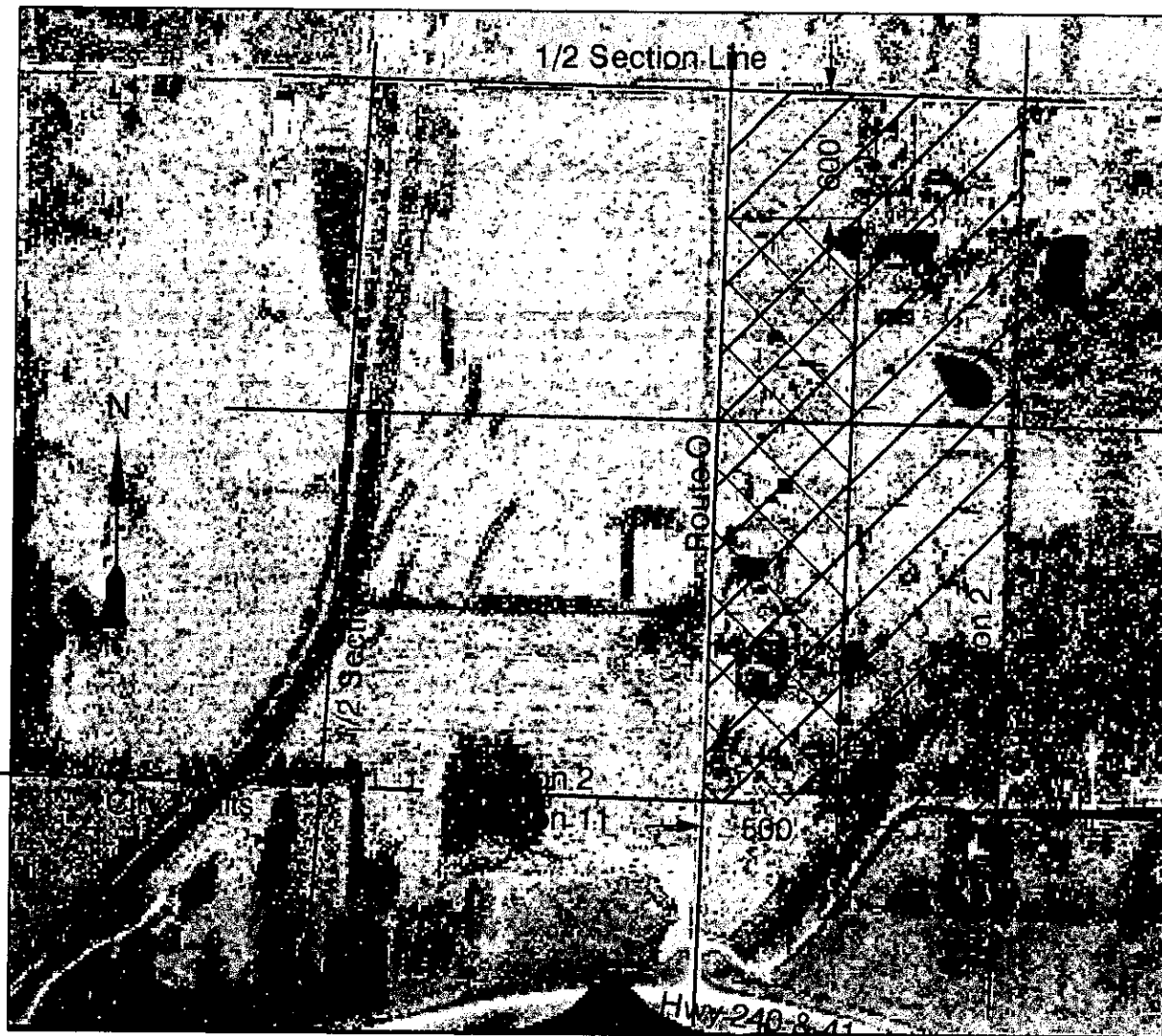




The Southwest quarter of the Northeast quarter and the west 1/2 of the Southeast quarter and the portion of the Southwest quarter and the south 1/2 of the Northwest quarter lying east of the Union Pacific Railroad; all in the Southeast quarter of Section 12, Township 50 North, Range 21 West, Saline County, Missouri.

 MMU agreement with KCPL

The Southeast quarter and the Northeast quarter of the
Southeast quarter of Section 2, Township 50 North,
Range 21 West, Saline County, Missouri

D.



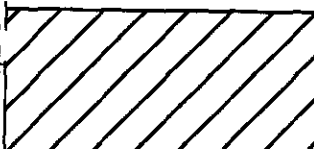
-  MMU agreement with KCPL
-  MMU agreement with REC

E.

1/2 Section Line

1/2 Section Line

Sec. 34, T.51 N, R.21 W
Sec. 35, T.51 N, R.21 W



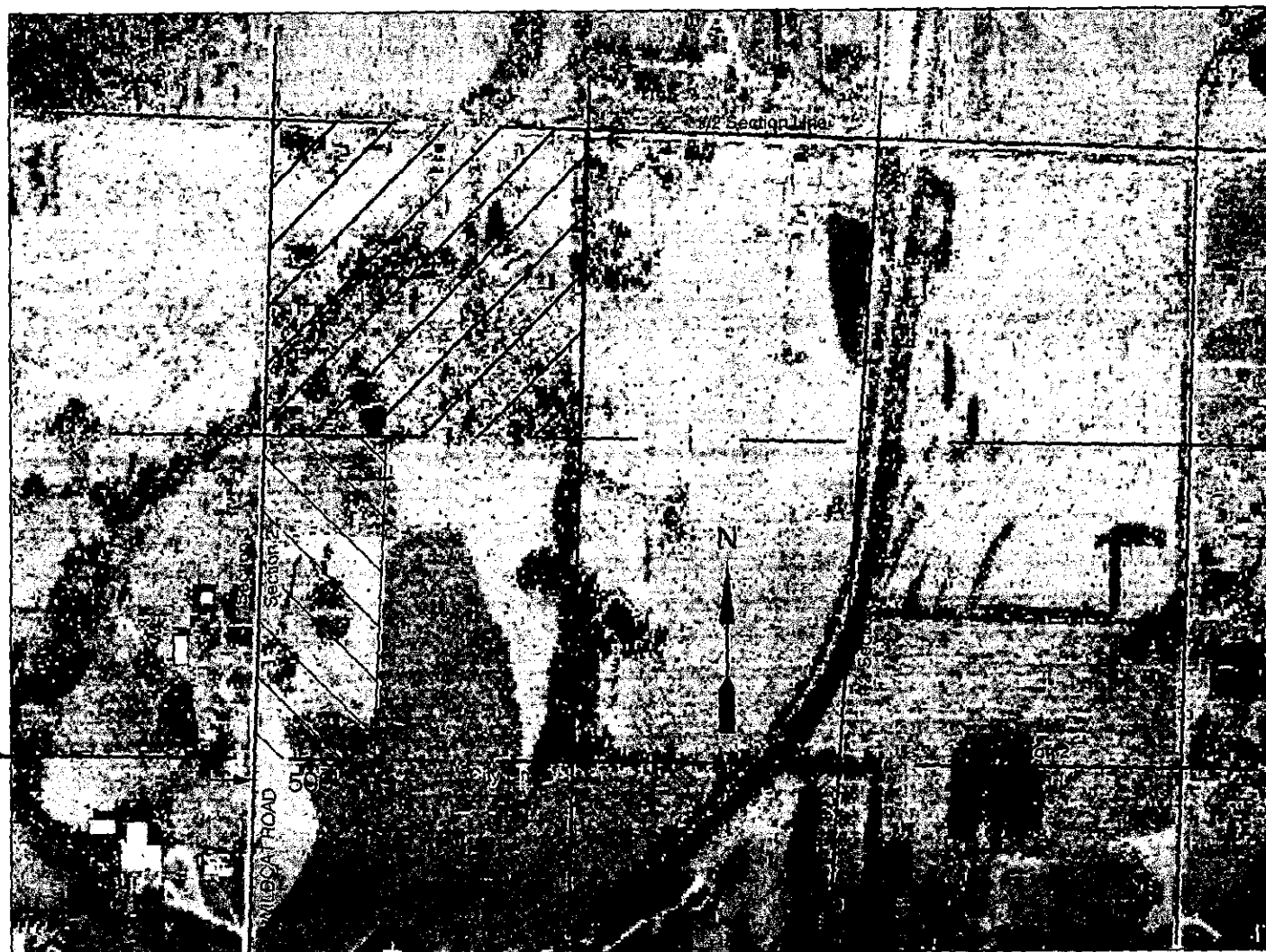
The east half of the Northwest quarter and the west half of the Northeast quarter of Section 2, Township 50 North, Range 21 West, Saline County, Missouri; and all of the Southeast quarter of the Southwest Quarter, the Southwest quarter and the south one-half of the Northwest Quarter of the Southeast quarter, all in Section 35, Township 51 North, Range 21 West, Saline County, Missouri.





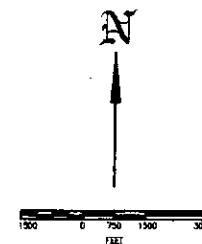
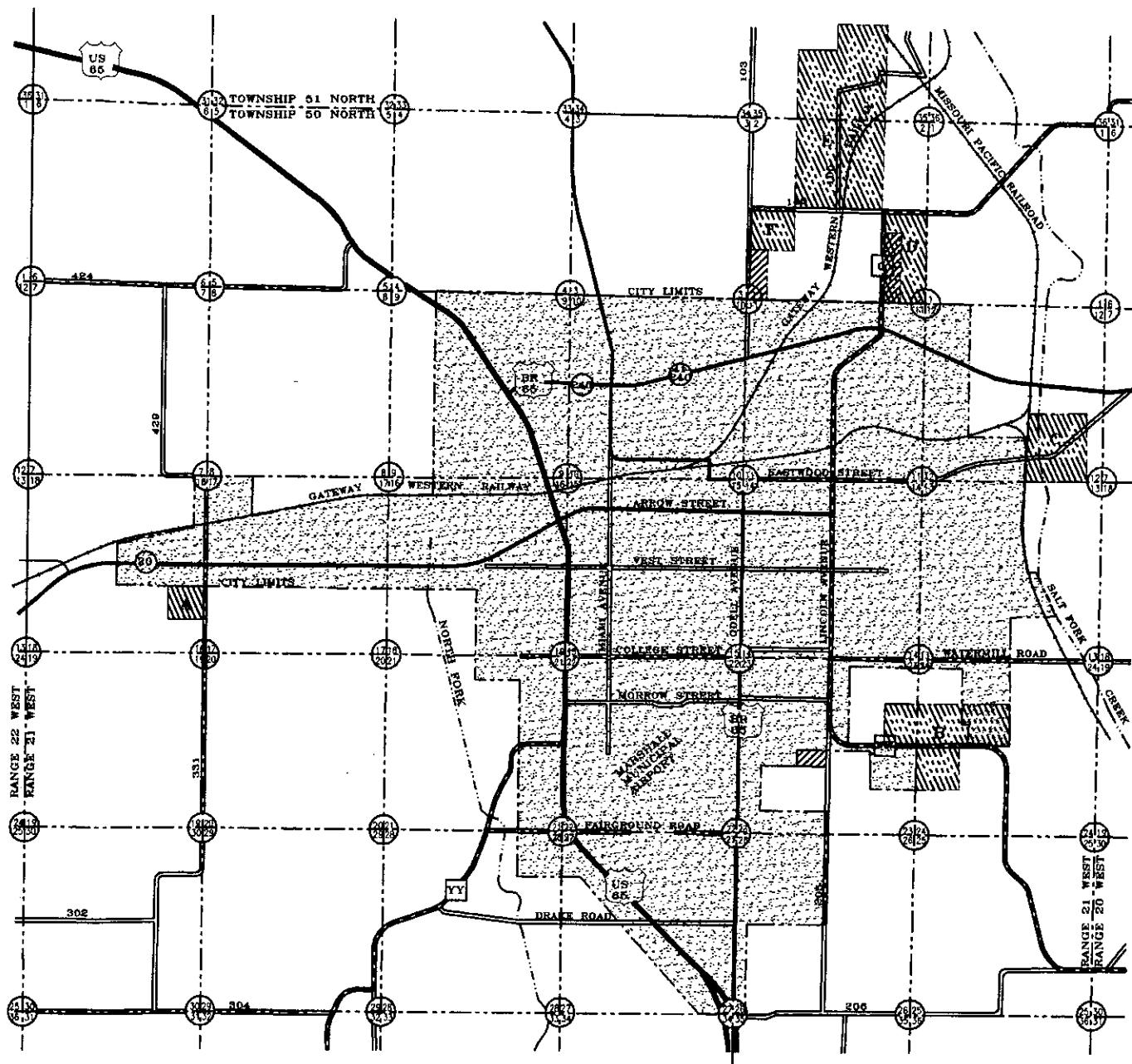
MMU agreement with KCPL

F.

The Northwest quarter of the Southwest quarter of Section 2,
Township 50 North, Range 21 West, Saline County, Missouri



-  MMU agreement with KCPL
-  MMU agreement with REC



LEGEND

| | |
|--|----------------------------|
| | Railroad |
| | Federal Highway |
| | State Highway |
| | State Lettered Highway |
| | County Road or City Street |
| | City Limits |
| | Stream or River |
| | MMU Service Area |
| | MMU-KCPL Agreement Area |
| | MMU-REC Agreement Area |

EXHIBIT 2 MMU ELECTRIC SERVICE AREA

CITY OF MARSHALL,
MISSOURI

T50N, R21W
SALINE COUNTY

ATTACHMENT 2

ORDINANCE NO. 7280

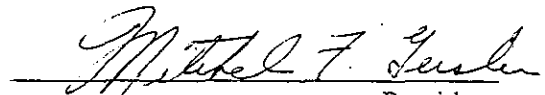
AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF MARSHALL, MISSOURI, TO EXECUTE A TERRITORIAL AGREEMENT BETWEEN THE CITY OF MARSHALL, BOARD OF PUBLIC WORKS, AND KANSAS CITY POWER AND LIGHT COMPANY.

BE IT ORDAINED by the Council of the City of Marshall, Missouri, as follows:


Section 1. That the Mayor of the City of Marshall, Missouri, is hereby authorized and directed to execute on behalf of said City, a certain Territorial Agreement between Kansas City Power and Light Company and the City of Marshall, Board of Public Works, to designate the boundaries of the electric service area of each electric service supplier.

Section 2. This ordinance shall be in full force and effective from and after its passage and approval.


PASSED by the Council of the City of Marshall, Missouri, this 18th day of September, 2000.


President

APPROVED by the Mayor this 18th day of September, 2000.


Mayor

FILED this 18th day of September, 2000.


City Clerk

ATTACHMENT 3

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath deposes and states as follows:

1. Electric service to my residence, at the address given below, is currently provided by Kansas City Power & Light Company (KCPL).

2. I understand that KCPL has agreed to modify the territory it serves adjacent to the City of Marshall, Missouri, which change in territory will result in the City of Marshall providing electric service to my residence.

3. I understand that the change in territory and in electric service supplier is the result of construction of a golf course, removal of an existing KCPL power line and the cost which will be avoided if KCPL does not construct a new power line. The change in electric service suppliers is not related to any difference in rates for electric service.

4. I have no objection to the modification of KCPL's service territory and the change in electric service supplier for my residence from KCPL to the City of Marshall.

Further affiant saith not.

Signature

Rick Gochenour

Name (print)

Rick Gochenour

Address

Route 1 Box 276 C

Marshall, MO 65340

State of Missouri)
) Ss.
County of Saline)

On this 27th day of April, 1999, before me personally appeared Rick Gochenour, to me known to be the person described in and who executed the foregoing affidavit, and acknowledged that he/she had personal knowledge of the facts and matters described therein.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Deborah D. McCorkle
Notary Public
Deborah D. McCorkle

My Commission Expires: June 18, 2002

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath deposes and states as follows:

1. Electric service to my residence, at the address given below, is currently provided by Kansas City Power & Light Company (KCPL).

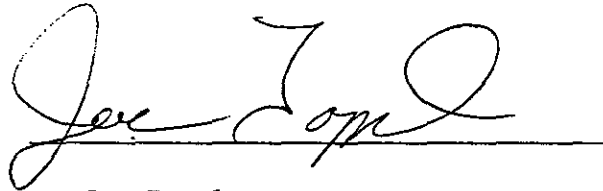
2. I understand that KCPL has agreed to modify the territory it serves adjacent to the City of Marshall, Missouri, which change in territory will result in the City of Marshall providing electric service to my residence.

3. I understand that the change in territory and in electric service supplier is the result of construction of a golf course, removal of an existing KCPL power line and the cost which will be avoided if KCPL does not construct a new power line. The change in electric service suppliers is not related to any difference in rates for electric service.

4. I have no objection to the modification of KCPL's service territory and the change in electric service supplier for my residence from KCPL to the City of Marshall.

Further affiant saith not.

Signature



Name (print)

Joe Topel

Address

Route 1 Box 275

Marshall, MO 65340

State of Missouri

County of Saline

)
)
)
Ss.

On this 28th day of April, 1999, before me personally appeared Joe Topel, to me known to be the person described in and who executed the foregoing affidavit, and acknowledged that he/she had personal knowledge of the facts and matters described therein.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Deborah D. McCorkle
Notary Public

Deborah D. McCorkle

My Commission Expires: June 18, 2002

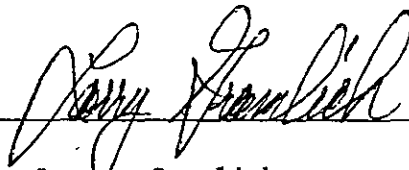
AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath deposes and states as follows:

1. Electric service to my residence, at the address given below, is currently provided by Kansas City Power & Light Company (KCPL).
2. I understand that KCPL has agreed to modify the territory it serves adjacent to the City of Marshall, Missouri, which change in territory will result in the City of Marshall providing electric service to my residence.
3. I understand that the change in territory and in electric service supplier is the result of construction of a golf course, removal of an existing KCPL power line and the cost which will be avoided if KCPL does not construct a new power line. The change in electric service suppliers is not related to any difference in rates for electric service.
4. I have no objection to the modification of KCPL's service territory and the change in electric service supplier for my residence from KCPL to the City of Marshall.

Further affiant saith not.

Signature



Name (print)

Larry Gramlich

Address

Route 1 Box 276A

Marshall, MO 65340

State of Missouri)
)
County of Saline) Ss.

On this 28th day of April, 1999, before me personally appeared Larry
Gramlich, to me known to be the person described in and who executed the
foregoing affidavit, and acknowledged that he/she had personal knowledge of the facts and
matters described therein.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and
year in this certificate above written.

Deborah D. McCorkle
Notary Public

Deborah D. McCorkle

My Commission Expires: June 18, 2002

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath deposes and states as follows:

1. Electric service to my residence, at the address given below, is currently provided by Kansas City Power & Light Company (KCPL).

2. I understand that KCPL has agreed to modify the territory it serves adjacent to the City of Marshall, Missouri, which change in territory will result in the City of Marshall providing electric service to my residence.

3. I understand that the change in territory and in electric service supplier is the result of construction of a golf course, removal of an existing KCPL power line and the cost which will be avoided if KCPL does not construct a new power line. The change in electric service suppliers is not related to any difference in rates for electric service.

4. I have no objection to the modification of KCPL's service territory and the change in electric service supplier for my residence from KCPL to the City of Marshall.

Further affiant saith not.

Signature

Linda S. Doolan

Name (print)

Linda S. Doolan

Address

Rt. 1 Box 276

Marshall, MO 65340

State of Missouri

County of Saline

)
)
)
Ss.

On this 30th day of April, 1999, before me personally appeared Linda S. Doolan, to me known to be the person described in and who executed the foregoing affidavit, and acknowledged that he/she had personal knowledge of the facts and matters described therein.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Deborah D. McCorkle
Notary Public

Deborah D. McCorkle

My Commission Expires: June 18, 2002

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath deposes and states as follows:

1. Electric service to my residence, at the address given below, is currently provided by Kansas City Power & Light Company (KCPL).

2. I understand that KCPL has agreed to modify the territory it serves adjacent to the City of Marshall, Missouri, which change in territory will result in the City of Marshall providing electric service to my residence.

3. I understand that the change in territory and in electric service supplier is the result of construction of a golf course, removal of an existing KCPL power line and the cost which will be avoided if KCPL does not construct a new power line. The change in electric service suppliers is not related to any difference in rates for electric service.

4. I have no objection to the modification of KCPL's service territory and the change in electric service supplier for my residence from KCPL to the City of Marshall.

Further affiant saith not.

Signature

John W. Carton

Name (print)

John W. Carton

Address

Butterfield Youth Services

P. O. Box 333

Marshall, MO 65340-0333

Authorization expressed for Butterfield Youth Services by action taken on May 18, 1999, by the board of directors of Butterfield Youth Services.

John W. Carton, ACSW, Executive Director

5-19-99

Date

STATE of Missouri)
)
COUNTY of Saline)

On this 19th day of May, 1999, before me personally appeared John W. Carter, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Executive Director of Butterfield Youth Services, and acknowledged that said document was signed by him in behalf of said corporation by authority of its bylaws (or a Resolution of its Board of Directors).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, at my office in Butterfield Youth Services, the day and year last above written.

Jacquelynne Knox
Notary Public

My term expires: Jan 20, 2000

