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July 1, 2004

FILED²
JUL 01 2004

EUGENE E. ANDERECK (1923-2004)
GREGORY C. STOCKARD (1904-1993)
PHIL HAUCK (1924-1991)

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

Missouri Public
Service Commission

Re: Ozark Border Electric Cooperative v City of Poplar Bluff
Case No. EC-2003-0452
Notice of Dismissal

Dear Secretary:

Enclosed for filing please find an original and eight copies of Ozark Border Electric Cooperative's Notice of Dismissal in the above referenced case.

If you have any questions, please contact me at the number listed above.

Sincerely,


Lisa Cole Chase

CSJ:lw

Encl.

CC: General Counsel, OPC
General Counsel, PSC
Stan Estes
Mark Kennedy

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

JUL 01 2004

Ozark Border Electric Cooperative,
Complainant

vs

City of Poplar Bluff,
Respondent

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Case No. EC-2003-0452

Missouri Public
Service Commission

NOTICE OF DISMISSAL

COMES NOW, Complainant Ozark Border Electric Cooperative and hereby submits its Notice of Dismissal of this Complaint. Pursuant to 4 CSR 240-2.116(1), once evidence has been filed, as in this case, a complainant may dismiss an action by written consent of the adverse parties. Ozark Border Electric Cooperative and the City of Poplar Bluff have reached a settlement of their disputed issues (Attachment No. 1), and the City of Poplar Bluff hereby consents to this Notice of Dismissal. Furthermore, Staff and the Office of the Public Counsel, constituting all of the other parties to this matter, have no objection to this matter being dismissed. An unopposed motion to cancel the hearing scheduled for July 6 and 7, 2004, will be accompanying this filing.

Jointly Submitted,

Ozark Border Electric Cooperative



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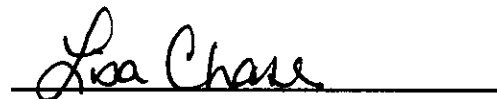
dcooper@brydonlaw.com

Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 1st day of

July 2004.


Lisa Cole Chase

ATTACHMENT NO. 1

STIPULATION AND AGREEMENT

KNOW ALL BY THESE MEN PRESENT that the undersigned parties, Ozark Border Electric Cooperative, Highway 67 South, P.O. Box 400, Poplar Bluff, Missouri 63902 (hereinafter referred to as "Cooperative") and City of Poplar Bluff, 101 Oak Street, Poplar Bluff, Missouri 63901 (hereinafter referred to as "City") stipulate and agree to the following:

1. That on August 22, 1997, City and Cooperative entered into a Territorial Agreement setting forth the terms and conditions by which electrical services are to be provided within three designated zones. This Territorial Agreement was approved by the Missouri Public Service Commission in Case No. EO-98-143 on December 31, 1997.

2. That in and around 2001 and 2002, a dispute arose between City and Cooperative as to electric service to be provided to forty (40) parcels that had been voluntarily annexed in Zone 1 of the Territorial Agreement from November 1997 to July 2001. The dispute pertained to the notice provision located in the Territorial Agreement at section 4-B.

3. The City herein acknowledges that they are required under the Terms of the Territorial Agreement to give the Cooperative written notice within 60 days after the effective date of an annexation of their intent to serve the structures annexed.

4. In accordance with the Territorial Agreement, the City herein agrees to provide Cooperative written notice within 60 days after the effective date of any future annexations of their intent to serve any structure annexed. Failure by the City to give proper written notice will make the Cooperative the permanent supplier of the annexed structure.

5. With respect to the parcels in dispute, Cooperative and City agree that Cooperative will continue to serve the Westwood Hills Inc. Health Care Center, and acknowledge that Westwood Hills Inc. Health Care Center approves of its continued electric service by the Cooperative.

6. The Cooperative agrees to transfer the remaining structures that were annexed and involved in the dispute to the City at a price based on the formula in the Territorial Agreement.

7. City and Cooperative agree that this Settlement Agreement clarifies, but does not change, the terms and conditions of the Territorial Agreement.

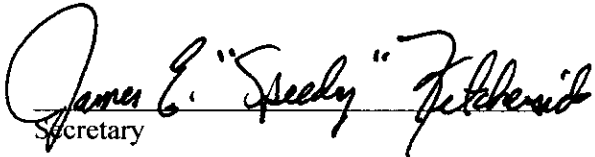
8. City and Cooperative jointly agree that this dispute is resolved and that with respect to the complaint before the Missouri Public Service Commission (Case No. EC-2003-0452), Cooperative agrees to file a Notice of Withdrawal with the written consent of City, or, if necessary, to seek leave of the Commission to dismiss this matter, and with respect to the complaint before the Circuit Court of Butler County, Missouri (Case No. CV102-177CC), City agrees to file a Motion to Dismiss with prejudice.

9. City herein states that the terms of this Settlement Agreement have been properly approved by the City Council of Poplar Bluff on June 21, 2004.

10. Cooperative herein states that the terms of this Settlement Agreement have been properly approved by the Board of Directors of Ozark Boarder Electric Cooperative on June 28, 2004.

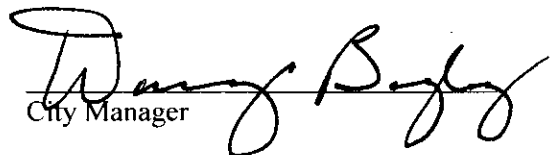
OZARK BORDER ELECTRIC COOPERATIVE

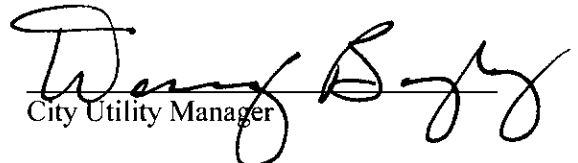

President


Secretary

CITY OF POPLAR BLUFF


Mayor


City Manager


City Utility Manager

Attest:


City Clerk