

EXHIBIT "A"

CONTRACT FOR STREET AND OUTDOOR LIGHTING ELECTRIC SERVICE

This Agreement made and entered into by and between Co-Mo Electric Cooperative, Inc., d/b/a Co-Mo Connect, powered by Co-Mo Electric Cooperative, a Missouri Cooperative Corporation, its successors and assigns, hereinafter referred to as "Co-Mo," and the City of Boonville, Missouri, a Municipal Corporation and political subdivision of the State of Missouri, hereinafter referred to as the "City."

WHEREAS, The City has determined that the lighting of the streets, alleys and other outdoor public areas is necessary for the convenience and safety of the public and should be allowed and provided by contract with Co-Mo under the applicable laws of this State; and

WHEREAS The Cooperative is a Cooperative Corporation organized and existing under the laws of the State of Missouri; and

WHEREAS, Recent changes in the law have provided for rural electric cooperatives of this State to provide electric service within the corporate limits of certain cities, including the City of Boonville, Missouri, under the provisions of Sections 386.800, and 394.315, RSMo., and other applicable sections of Chapters 394 and 386, RSMo., if certain requirements are met; and

WHEREAS, Co-Mo desires to enter into a proposed contract, in the form as hereafter set out, by and between the City and Co-Mo, its successors and assigns, providing for the lighting of the streets, avenues, alleys and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City according to the terms, provisions, stipulations, and agreements therein specified, and as provided by law.

NOW, THEREFORE, The City does hereby award to Co-Mo this non-exclusive contract for lighting within the territorial limits of the City as they now exist or may hereafter be extended, as set out in the applicable provisions of the aforesaid statutes, which Co-Mo is now authorized to serve or may hereafter be authorized to serve, and the City agrees to pay for and Co-Mo agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth and in accordance with applicable law.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Co-Mo on Co-Mo's facilities or the City's facilities shall be of the type and character stipulated by the parties and in accordance with applicable codes and regulations of the City. Additional Street and Outdoor Lighting Service may be requested by the City from time to time and shall be provided pursuant to stipulations between the parties as set out in one or more written addendums to this Agreement.
2. Tariffs. All services to be provided hereunder shall be supplied by Co-Mo and paid for by the City as provided by the terms and conditions of Co-Mo's published rate schedules at the time service is provided, a current copy of which is hereto attached as Appendix 1. These tariffs may be amended as allowed by applicable rules, regulations and state law governing rural electric cooperatives.

3. Right to Install Co-Mo Facilities. The City hereby grants to Co-Mo, its successors and assigns, while engaged in the performance of Co-Mo's duties hereunder, the right and privilege to erect, maintain, repair, and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Co-Mo's efficient performance of its duties under this contract, upon, under, over, and across the streets, alleys and other public places within the territorial limits of the City, as provided by law.
4. Notice, etc. All notices, applications and requests by the City hereunder shall be in writing, signed by its authorized representative and delivered or mailed to Co-Mo addressed in the following manner, or to such other address as Co-Mo may hereafter designate in writing to the City:

Co-Mo Electric Cooperative, Inc.
P.O. Box 220
29868 Highway 5
Tipton, MO 65081

5. Term. The term of this Agreement is twenty (20) years. This contract expires on DEC 31st 2041
6. Agreement Binding. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate original to be effective DEC 31st, 2021

CO-MO ELECTRIC COOPERATIVE, INC.,
D/B/A Co-Mo Connect Powered by Co-Mo
Electric Cooperative

By: K Eugene Eulinger, Jr.
K. Eugene Eulinger, Jr., President

ATTEST:

Rod E...
Secretary

CITY OF BOONVILLE, MISSOURI

By: Ned Beach
Ned Beach, Mayor

ATTEST:

Amber Davis
Amber Davis, City Clerk

Franchise tax:

4.54% of the
gross receipts from
such business.

Inside city sales only

Code 10-91 Tax Imposed