

**First Amendment**  
**to the Fifth Territorial Agreement**

This First Amendment to the Fifth Territorial Agreement between White River Valley Electric Cooperative (“White River”) and The Empire District Electric Company (“Empire”) is entered into this 16<sup>th</sup> day of November, 2006.

Whereas, White River and Empire filed a Joint Application with the Missouri Public Service Commission seeking approval of the Fifth Territorial Agreement on the 18<sup>th</sup> day of October, 2006; and

Whereas, the Parties seek to better reference the location of the territory exclusively reserved to Empire between them;

Whereas, the Parties seek to better define the process for Commission approval of addendums contained in Article 7 of the Fifth Territorial Agreement;

Now, therefore, the Parties hereto agree to amend the Fifth Territorial Agreement as set forth below.

**AGREEMENT**

Article 3 of the Fifth Territorial Agreement shall be amended to strike the words “and Taney” from the second line of the first sentence of that Article;

Article 7 of the Fifth Territorial Agreement shall be amended to read as follows:

- 7.1 The parties may agree on a case-by-case basis, by Addendum hereto, to allow a new Structure (a structure not receiving permanent service as of the Effective Date of this Agreement) located near the boundary created by this territorial agreement to receive service from one party although the Structure is located in the Exclusive Service Area of the other party, when the interests of both parties and the owner of the structure are advanced thereby.
- 7.2 Such Addendum shall be filed with the Executive Secretary of the Commission in the same manner as a motion or other pleading, with a copy submitted to the Commission Staff, directed to the Utility Services Division director, and the Office of the Public Counsel. There will be no filing fee for these addenda.
- 7.3 Such Addendum shall be accompanied by a notarized statement that the two affected electric service providers support the Addendum and a notarized

statement, signed by the customer to be served, in which the customer acknowledges receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the then existing territorial boundaries approved by the Commission, and that the customer consents to be served by the service provider contemplated in the Addendum.

- 7.3 Each Addendum shall consist of a statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties jointly support the Addendum.
- 7.4 Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff and Office of the Public Counsel have forty-five (45) days to oppose the Addendum. If the Commission Staff or Office of the Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Commission Staff and Office of the Public Counsel shall be deemed to have no objection to the Addendum. If such a pleading is filed, then the Commission should schedule an evidentiary hearing to determine whether the Addendum should be approved. The parties expressly understand that any and all future Addendums must be approved or rejected by the Commission pursuant to the Commission's rules.
- 7.5 Each party, pursuant to an executed Addendum, shall have the right to provide temporary service, as defined in Section 394.315 RSMo. (2000), until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an agreement until the effective date of an Order of the Commission or a court regarding the removal of same.

All other provisions of the Fifth Territorial Agreement shall remain in full force and effect as set forth in the Fifth Territorial Agreement on file with the Missouri Public Service Commission in Commission Case No. EO-2007-0161.

In witness whereof, the parties have executed this First Amendment to the Fifth Territorial Agreement as evidenced by the signature of their duly authorized representatives as of the date set


forth on the first page hereof.

White River Valley Electric Cooperative:

By:   
Keet W. Short, President

Attest:   
By: \_\_\_\_\_  
Secretary/Treasurer

The Empire District Electric Company:

By:   
Michael E. Palmer,  
V.P. - Commercial Operations

By: \_\_\_\_\_  
Secretary/Treasurer