

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Joint Motion of Farmers')
Electric Cooperative, Inc. and the City of)
Gallatin for Approval of a First Addendum)
for the Parties' Territorial Agreement)
Designating the Boundaries of each Electric)
Service Supplier within Portions of Daviess County)

File No. EO-2019-0396

ORDER DIRECTING NOTICE, SETTING INTERVENTION DEADLINE, AND DIRECTING STAFF RECOMMENDATION

Issue Date: June 17, 2019

Effective Date: June 17, 2019

On June 17, 2019, Farmers' Electric Cooperative, Inc. ("Farmers") and the City of Gallatin ("Gallatin") (collectively, "Applicants"), filed a *Joint Motion for Approval of First Addendum* ("Joint Motion"). The *Joint Motion* proposes an addendum ("First Addendum") to a previous Territorial Agreement between the Applicants (the "Territorial Agreement"). The *Territorial Agreement* is Appendix B of the *Joint Motion*. The *First Addendum* is Appendix C of the *Joint Motion*. The *First Addendum* contains a legal description of the parcel to be affected by the *First Addendum*. Per the *Joint Motion*, the Commission approved the *Territorial Agreement* on February 18, 1997, concerning the Applicants' electric service in portions of Daviess County, Missouri. The proposed *First Addendum* provides that Farmers' will provide electrical service to the "Holcomb tract," a parcel of land located in Daviess County, Missouri, and described in the *First Addendum*.

The law requires the Commission to rule on the *Joint Motion* no later than 120 days from its filing date,¹ and provides the right to a hearing.² The right to a hearing on a

¹ Section 394.312.4, RSMO 2016.

² Section 394.312.5, RSMO 2016.

territorial agreement signifies a contested case.³ A contested case is a formal hearing procedure, but it allows for waiver of procedural formalities⁴ and a decision without a hearing,⁵ including by stipulation and agreement.⁶ This notice does not require any party to file an answer.⁷ The Commission's rules of discovery are set forth at 4 CSR 240.2.090.

The statutes provide that "notice of such filing shall be given to other electrical suppliers pursuant to the rules and regulations of the commission governing applications for certificates of public convenience and necessity."⁸ No such regulation contains any provision for notice. Therefore, the Commission will order notice delivered to elected officials and published in newspapers. The Commission will also set a deadline for intervention and direct the filing of a staff recommendation.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall send a copy of this order and the *Joint Motion for Approval of First Addendum* to the County Commission of Daviess County, Missouri.
2. The Commission's Public Information Office shall make notice of this order available to the members of the General Assembly representing Daviess County, Missouri, and to the newspapers serving that county.
3. Applications to intervene shall be filed no later than July 2, 2019.
4. The Commission's Staff shall file a recommendation regarding the *Joint Application* no later than July 17, 2019.

³ Section 536.010(4), RSMO 2016.

⁴ Sections 536.060(3) and 536.063(3), RSMO 2016.

⁵ Sections 536.060, RSMO 2016.

⁶ Section 394.312.5, RSMO 2016; 4 CSR 240-2.115.

⁷ Section 536.067(2)(d), RSMO 2016.

⁸ Section 394.312.4, RSMO 2016.



BY THE COMMISSION

Morris L. Woodruff

Morris L. Woodruff
Secretary

Paul T. Graham, Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 17th day of June, 2019.

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

In the Matter of the Joint Motion of)	
Farmers' Electric Cooperative, Inc. and)	
The City of Gallatin for Approval of a)	Case No. _____
First Addendum to the Parties' Territorial)	
Agreement Designating the Boundaries of)	
Each Electric service supplier within)	
Portions of Daviess County)	

JOINT MOTION FOR APPROVAL OF FIRST ADDENDUM

COME NOW Farmers' Electric Cooperative (Farmers') and the City of Gallatin (Gallatin), hereinafter referred to collectively as "Movants," by and through their respective counsel, and for their Joint Motion to the Missouri Public Service Commission (Commission), pursuant to the terms of the Territorial Agreement, for an order approving Movants' First Addendum to Territorial Agreement (Addendum), respectfully state as follows:

1. **The Movants.** Farmers' is a rural electric cooperative organized and existing under the laws of Missouri with its principal office at 201 W. Business Highway 36, P.O. Box 680, Chillicothe, Missouri 64601. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within certain Missouri counties. Farmers' has no pending action or final judgments or decisions against it from any state or federal agency or court that involve its customer service or rates within the three years immediately preceding the filing of this Joint Application. Farmers' has no overdue annual report or assessment fees. A copy of a Certificate of Good Standing from the Office of the Missouri Secretary of State for Farmers' is attached hereto and marked **Appendix A**.

2. Gallatin is a Missouri city of the fourth class organized and established under the laws of Missouri, existing pursuant to Section 79.010 RSMo., with its principal office and place of business at 112 E. Grand Street, Gallatin, Missouri 64640. Gallatin is engaged in the

of providing electrical, water, and sewer services to customers in its municipal service area. Gallatin has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or its rates, which have occurred within the three years immediately preceding the filing of this Joint Application. Gallatin has no overdue annual report or assessment fees.

3. **Correspondence and Communication.** Correspondence, communications, and orders in regard to this Joint Application should be directed to:

Megan E. Ray
Andereck, Evans, Lewis, Figg & Battagler, LLC
3816 S. Greystone Ct., Ste. B
Springfield, MO 65804
417-864-6401 (telephone)
417-864-4967 (fax)
e-mail: mray@lawofficemo.com

Robert Cowherd
903 Jackson Street
P.O. Box 228
Chilicothe, MO 64601
660-646-0627 (telephone)
e-mail: rcowherd@cctlaw.com

5. **The Territorial Agreement.** Subject to the terms and conditions of the Territorial Agreement between Farmers' Electric Cooperative and the City of Gallatin (the Agreement), Movants have specifically designated the boundaries of two exclusive electric service areas within Daviess County, Missouri, which Agreement was executed by the parties hereto on June 7, 1996, and was approved by the Commission on February 18, 1997 and effective on February 28, 1997. Movants have attached a copy of the Territorial Agreement, in its form as approved by the Commission, to this Motion as **Appendix B**, which is incorporated by reference and made a part hereof for all purposes.

6. **Addendum.** Section 12 of the Territorial Agreement (p. 4) addresses addendums to vary the boundaries of the Territorial Agreement on a case-by-case basis. This Motion is filed in accordance with that provision.

Attached to this Motion is a copy of the First Addendum to the Territorial Agreement. The Addendum is marked **Appendix C** and is incorporated by reference and made a part hereof for all purposes. A map showing the tract subject to the Addendum was made a part of the Addendum.

8. **Customer Statement.** In compliance with the provisions of the Territorial Agreement relating hereto, the parties have further attached as **Appendix D** the Affidavit of Mr. Steve Holcomb giving his consent to the Addendum.

6. **No Changes of Suppliers.** The Addendum does not require transfer of any facilities or customers between the Movants, so no list of structures and persons whose utility service would be changed by the Addendum, as required by 4 CSR 240-3.130(1)(E), is included.

7. **Other Electric Suppliers.** To Applicants' knowledge and belief, there are no other electric suppliers serving in the areas covered by this Agreement.

8. **Public Interest.** The Addendum is in the public interest because it establishes exclusive service territories for new structures for the two electric suppliers. This Addendum also minimizes a duplication of utility facilities to this particular tract. The establishment of exclusive service territories will prevent future duplication of electric service facilities, promote economic efficiencies and benefit the public safety and aesthetics of the community. Farmers' currently has electric facilities located on the Holcomb Tract from which Farmers' can serve the Holcomb Tract.

9. **Service Responsibilities.** Each Movant will continue to have service responsibilities beyond the terms of the First Addendum unaffected thereby.

9. **Filing Fee.** Pursuant to 4 CSR 240-3.130(4), no filing fee is required.

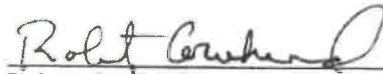
WHEREFORE, Applicants respectfully request that the Public Service Commission of

Missouri issue its order:

- (a) Finding that the exclusive provision of electric service by Farmers' to the Holcomb tract is not detrimental to the public interest and approving the Movants' First Addendum to Territorial Agreement; and
- (b) Authorizing Movants to perform in accordance with the terms and conditions of the First Addendum.

Respectfully submitted,

ATTORNEYS FOR THE CITY OF GALLATIN:



Robert Cowherd
903 Jackson Street
P.O. Box 228
Chillicothe, MO 64601
660-646-0627 (telephone)
e-mail: rcowherd@cctlaw.com

ATTORNEYS FOR FARMERS'
ELECTRIC COOPERATIVE:




Megan E. Ray #62037
Andereck, Evans, Lewis, Figg & Battagler, L.L.C.
3816 S. Greystone Court, Suite B
Springfield, MO 65804
Telephone: 417-864-6401
Facsimile: 417-864-4967
Email: mray@lawofficemo.com

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on June 14, 2019, to the following:

Office of the Public Counsel
Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, Missouri 65102
opcservice@ded.mo.gov

Missouri Public Service Commission
Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, Missouri 65102
staffcounsel@psc.mo.gov



VERIFICATION

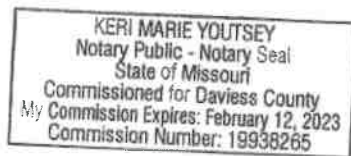
STATE OF MISSOURI)
) ss
COUNTY OF DAVIESS)

Being first duly sworn, Lance Rains states as follows: that he is the City Administrator of the City of Gallatin and that he has read the foregoing application and the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief and that attorney Robert Cowherd is authorized by the City of Gallatin to make this filing and represent the Company in this matter.



Lance Rains

Subscribed and sworn to before me this 13 day of June, 2019.





Notary Public

VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF LIVINGSTON)

Being first duly sworn, Rod Cotton states as follows: that he is the General Manager of Farmers' Electric Cooperative, Inc.; that he has read the foregoing application; that the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief; and, that Andereck, Evans, Lewis, Figg & Battagler, L.L.C. is authorized by Farmers' Electric Cooperative, Inc. to make this filing and represent it in this matter.

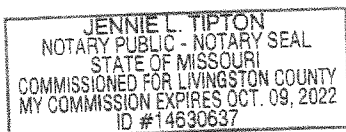


Rod Cotton

Subscribed and sworn to before me this 21st day of May, 2019.



Notary Public



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

FARMERS' ELECTRIC COOPERATIVE, INCORPORATED
Q00061739B

was created under the laws of this State on the 3rd day of September, 1938, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of June, 2019.


Secretary of State



Certification Number: CERT-06172019-0016

Appendix B

TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into between the City of Gallatin, Missouri, hereinafter referred to as "CITY", and Farmers' Electric Cooperative, hereinafter referred to as "COOPERATIVE".

WHEREAS, Section 394.312 of the Revised Statutes of Missouri provides that competition to provide retail electric service as between rural electric cooperatives 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, CITY and COOPERATIVE desire to promote the orderly development of the retail electric service system within the City of Gallatin and the County of Daviess, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public;

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

1. The electric service area of CITY for the purpose of this Agreement is described in Exhibit 1 to this Agreement by metes and bounds and illustrated by the map attached as Exhibit 2, both of which are hereby expressly incorporated herein by reference and made a part of this Agreement as fully as if set out herein verbatim.

2. CITY shall provide electric service to all structures that it presently serves and to all new structures located within its electric service area under this Agreement. COOPERATIVE

acknowledges and agrees that as between the parties, CITY shall have the sole and exclusive right to provide service to the structures CITY presently serves and all new or additional structures within CITY's electric service area as described in Exhibit 1.

3. The electric service area of COOPERATIVE for the purposes of this Agreement is described in Exhibit 3 to this Agreement by metes and bounds and illustrated by the map attached as Exhibit 4 which is expressly incorporated herein by reference and made a part of this Agreement as fully as if set out herein verbatim.

4. COOPERATIVE shall provide electric service to all structures that it presently serves and to all new structures located within its electric service area under this Agreement. CITY acknowledges and agrees that as between the parties, COOPERATIVE shall have the sole and exclusive right to provide service to the structures COOPERATIVE presently serves and all new or additional structures within COOPERATIVE's electric service area as described in Exhibit 3.

5. The CITY and the COOPERATIVE shall enter into separate agreements relating to service agreements and street lighting contracts, etc., as needed.

6. CITY hereby grants all necessary permission, approval and authority to COOPERATIVE to engage in retail electric sales and service within the corporate limits of CITY to carry out the intent of this Agreement.

7. Additional consideration for the right of COOPERATIVE to

be the sole and exclusive supplier of electric service within areas annexed by CITY after the date of this Agreement, COOPERATIVE agrees to pay to CITY semi-annually an amount equal to 5% of COOPERATIVE's gross receipts from sales of electric to residential and small commercial customers of the COOPERATIVE's located within the city limits of the CITY, who first received service after approval of the Agreement by the Public Service Commission. CITY agrees that COOPERATIVE shall have the right to use city public rights of way in the same manner as other utilities.

8. The parties agree that either party hereto may service its own facilities even if located within the service area of the other party hereto except when such service would result in duplication of current services or other wasteful duplication of facilities. The COOPERATIVE has service territory outside the areas covered by this Agreement. For service outside of the areas described by this Agreement, the parties will continue to operate without regard to this Agreement.

9. The initial term of this agreement shall be fifty (50) years from and after the said 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.

10. The COOPERATIVE agrees that all electric transformers owned or used by it within the limits shall be classified as non-

PCB transformers.

11. Neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed, or changed except by writing mutually approved by the respective governing bodies of the parties and by the Missouri Public Service Commission.

12. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of another party.

Such Addendum referred to above shall be filed with the Missouri Public Service Commission with a copy to the Office of Public Counsel. There will be no filing fee for these Addendums.

These Addendums apply to new structures only and not to structures receiving service on the effective date of the Commission's Order approving the Territorial Agreement.

Each Addendum shall be accompanied by a notarized statement indicating that the party in whose territory the structure will be located and the party who will serve the structure support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the

service provided contemplated by the Addendum.

Each Addendum shall include, or be accompanied by, an explanation of the justification that electric service should be provided in the agreed manner.

If the 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 Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Agreement, shall have the right to provide temporary service, as defined in Section 393.106 RSMo. 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 a final and non-appealable Order of the Commission or a court regarding the removal of same.

13. The parties agree to undertake all actions reasonably necessary to implement this Agreement. The parties will share equally the cost of obtaining administrative approval of this Agreement. Each party will cooperate in presenting a joint application showing such Agreement to be in the public interest. If the Public Service Commission of Missouri does not approve the provisions of this Agreement then it shall be nullified and of no legal affect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction then the whole Agreement shall be deemed invalid or void and the parties shall return to that status

existing prior to this Agreement.

14. 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 have executed this Agreement this 7th day of June, 1996.

CITY OF GALLATIN

By H. Glenn Giesse
Mayor

ATTEST:

Candy Walton
Clerk

FARMERS' ELECTRIC COOPERATIVE

By R. E. H.
President

ATTEST:

LeRoy H.
Secretary

**FIRST ADDENDUM
TO TERRITORIAL AGREEMENT**

THIS FIRST ADDENDUM TO TERRITORIAL AGREEMENT ("First Addendum") is made and entered into as of this 13th day of June, 2019, by and between the CITY OF GALLATIN, MISSOURI, a city of the fourth class organized and existing under the laws of Missouri with its principal office located at 112 E. Grand Street, Gallatin, Missouri 64640 ("Gallatin") and FARMERS' ELECTRIC COOPERATIVE, INC., a Missouri rural electric cooperative organized and existing pursuant to Chapter 394, RSMo. with its principal office located at 201 W. Business Hwy. 36, P.O. Box 680, Chillicothe, Missouri 64601 ("Farmers").

WITNESSETH:

WHEREAS, Gallatin and Farmers' are authorized by law to provide electric service within certain areas of Missouri, including portions of Daviess County; and

WHEREAS, Sections 394.312 and 416.041 RSMo., provide that competition to provide retail electrical service as between rural electric cooperatives such as Farmers' and electrical suppliers such as Gallatin may be displaced by written territorial agreements;

WHEREAS, Gallatin and Farmers' entered into a Territorial Agreement dated June 7, 1996, involving the provision of retail electrical service to customers within certain tracts in Daviess County, Missouri; and

WHEREAS, the provisions of the Territorial Agreement authorize Gallatin and Farmers' to subsequently agree in writing, on a case-by-case basis, to amend the service area of the parties; and

WHEREAS, the provisions of said Territorial Agreement are incorporated by reference within this First Addendum thereto; and

WHEREAS, this First Addendum does not require any customer of either Gallatin or Farmers' to change its supplier;

NOW, THEREFORE, Gallatin and Farmers', in consideration of the mutual covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. Description of Territory Affected.

A. This Agreement pertains only to one parcel of land in Daviess County, Missouri. A description of the parcel is as follows and shall herein after be referred to as the "Holcomb tract":

Starting at the South Quarter corner of Section Twenty-nine (29), Township Fifty-nine (59) North, of Range Twenty-seven (27) West; thence running North 0 degrees 33 minutes 52 seconds West along the quarter section line 1324.89 Feet to the point of beginning; thence North 89 degrees 26 minutes 44 seconds East, 1740.13 Feet to the West Right-of-way line of State Highway 13 which is 90.0 Feet right of center line station 94+09.6; thence North 21 minutes 11 seconds West, 367.10 Feet; thence North 4 degrees 29 minutes 03 seconds west 104.40 Feet; thence North 21 degrees 11 minutes West, 200.0 Feet; thence North 26 degrees 53 minutes 38 seconds West, 100.50 Feet; thence North 21 degrees 11 minutes West, 100.0 Feet; thence North 15 degrees 28 minutes 22 seconds West, 100.50 Feet; thence North 21 degrees 11 minutes West, 248.92 Feet; thence along the arc of a 5669.65 Feet radius, 182.93 Feet, to a point which is 60.0 Feet right of highway center line station 79 + 66.22; thence South 89 degrees 46 minutes 33 seconds West, 1272.74 Feet to the center of said Section Twenty-nine (29); thence South 0 degrees 33 minutes 52 seconds East, 1326.03 Feet to the point of beginning.

Except the following described tracts,
A Five Acre tract starting at the South Quarter corner of Section Twenty-nine (29), Township Fifty-nine (59) North, of range Twenty-seven (27) West; thence North 0 degrees 33 minutes 52 seconds West, 2320.92 Feet along the quarter section line to the point of beginning; thence North 89 degrees 46 minutes 33 seconds East, 660.0 Feet; thence North 0 degrees 33 minutes 52 seconds West, 330.0 Feet; thence South 89 degrees 46 minutes 33 seconds West, 660.0 Feet to an iron pin marking the center of said Section Twenty-nine (29) thence South 0 degrees 33 minutes 52 seconds East, 330.0 Feet to the point of beginning. Tract containing Five acres more or less and includes 0.125 acres along the West side for public road.

All of that part of the North Half of the Southeast Quarter, lying West of State Highway 13, in Section Twenty-nine (29), in Township Fifty-nine (59), of Range Twenty-seven (27), described as follows: Starting at the South Quarter corner of Section 29, Township 59, Range 27, thence running N 0 degrees 33 minutes 52 seconds West along the quarter section line 1,324.89 feet to the point of beginning, thence N 89 degrees 26 minutes 44 seconds East, 1740.13 feet, thence N 0 degrees 33 minutes 52 seconds West, 367.10 feet, thence S 4 degrees 29 minutes 03 seconds West, 104.40 feet, thence S 21 degrees 11 minutes West, 200.0 feet, thence S 26 degrees 53 minutes 38 seconds West, 100.50 feet, thence S 21 degrees 11 minutes West, 100.0 feet, thence S 15 degrees 28 minutes 22 seconds West, 100.50 feet, thence S 21 degrees 11 minutes West, 248.92 feet, thence along the arc of a 5669.65 feet radius, 182.93 feet, to a point which is 60.0 feet right of highway center line station 79 + 66.22, thence S 89 degrees 46 minutes 33 seconds West, 1272.74 feet to the center of said Section Twenty-nine (29), thence S 0 degrees 33 minutes 52 seconds East, 1326.03 feet to the point of beginning, all in Daviess County, Missouri according to survey filed in recorder's office of Daviess County, Missouri on June 3, 1978, at 11:30 A.M. and recorded in Plat Book C at Page 45.

B. Farmers' and Gallatin agree that this First Addendum is necessary in order to promote the safe and efficient provision of electrical service to the Holcomb Tract, in that the provision of service by Farmers' requires less new construction of electric facilities as Farmers' has existing electric facilities along a portion of the Holcomb Tract.

- C. A map of the above described tract is attached hereto and marked **Exhibit A**.
- D. This Agreement shall have no effect whatsoever upon service by Farmers' or Gallatin in any other area.
- E. The described tract is located within the corporate limits of the City of Gallatin, Missouri, and thus is not a "rural area" as defined by Section 394.020(3) RSMo.

2. Condition Precedent - Regulatory Approvals.

- A. This First Addendum is conditioned upon receipt of approval of it by the Commission with no changes, or those changes which have been expressly agreed to by Gallatin and Farmers'. Either party may file an application for rehearing or other document with the Commission prior to the effective date of a Commission order approving this First Addendum if the party objects to the form or content of the Commission's order approving the First Addendum. If neither party files such an application for rehearing or document prior to the effective date of the Commission order approving this First Addendum, it shall be presumed that the approval is satisfactory in form and content to both parties.
 - B. Gallatin and Farmers' agree that they shall submit this First Addendum to the Commission for its approval and shall submit therewith the notarized statements and justification as required by the terms of the Territorial Agreement.
 - C. Gallatin and Farmers' agree that Farmers' is authorized to commence providing electrical service to the Holcomb Tract at any time on a temporary basis, pending approval by the Commission of this First Addendum, pursuant to the terms of the Territorial Agreement. Nothing in this provision shall be deemed to limit Farmers' ability to provide electrical service to Holcomb Tract on a permanent basis following the Commission's approval of this First Addendum.
3. **Term.** The term of this First Addendum shall be the same as that of the Territorial Agreement to which this First Addendum relates. Nothing contained herein shall be construed to terminate this First Addendum prior to expiration or termination of the

Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Second Territorial Agreement.

4. **Cooperation.** Gallatin and Farmers' agree to undertake all actions reasonably necessary to implement this First Addendum. Gallatin and Farmers' will cooperate in presenting a joint application to the Commission demonstrating that this First Addendum is in the public interest. Farmers' shall pay any costs assessed by the Commission for seeking administrative approval of this First Addendum. All other costs, including but not limited to the attorneys' fees of each party, will be borne by the respective party incurring the costs.

5. **General Terms.**

- A. Tract Descriptions: The descriptions of tracts utilized in this First Addendum are assumed by the parties to be accurate and reliable and to match the maps being submitted; however, where there are maps and the map does not correspond with the given street address or legal description, the map shall be controlling.
- B. No Constructive Waiver: No failure of Gallatin or Farmers' to enforce any provision hereof shall be deemed to be a waiver.
- C. Modifications: Neither the provisions regarding service to the specific structures described in this First Addendum nor any other provision of this First Addendum may be modified or repealed except by a signed writing of the parties which is approved by all applicable regulatory authorities.
- D. Survival: This First Addendum shall inure to the benefit and be binding upon the parties, their respective successors and assigns.
- E. Lack of Approval or Termination : If the Commission or any other regulatory authority having jurisdiction does not approve this First Addendum, or if the Condition Precedent is not fulfilled, this First Addendum shall be nullified and of no legal effect between the parties, except as to providing authority for any temporary provision of electrical service undertaken by Farmers' during the period in which Commission approval was pending. If this First Addendum is terminated pursuant to

Further, if any part of this First Addendum is declared invalid or void by a court or agency of competent jurisdiction, then the parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration .

F. This First Addendum may be terminated by either party in the manner set forth in the Territorial Agreement for termination of the Territorial Agreement.

G. The subsequent re-naming of any tract covered by this First Addendum shall not affect the respective rights of Gallatin or Farmers' established by this First Addendum.

IN WITNESS WHEREOF, the parties have executed this First Addendum.

CITY OF GALLATIN, MISSOURI

By: James Rains

Title: City Administration

Attest: Hattie Rains

(seal)

FARMERS' ELECTRIC COOPERATIVE,
INC.

By: Paul Cook

Title: General Manager

Attest: Jenniel L. Tipton

(seal)







STATE OF MISSOURI)
) ss
COUNTY OF DAVIESS)

AFFIDAVIT OF STEVE HOLCOMB

being duly sworn on my oath, states:

1. My name is Steve Holcomb and;
2. I have requested Farmers' Electric Cooperative ("Farmers") to provide electric service to a new structure to be located at (see Attached Schedule A for legal description), Gallatin, Missouri. Although this site is located within the service area of the City of Gallatin ("Gallatin"), it is my understanding Farmers' facilities are nearer the site and can more cost-effectively provide electric service to it.
3. Because the site is within Gallatin's acknowledged service territory under the Territorial Agreement between Farmers and Gallatin, I acknowledge Farmers can provide service to that site only if those parties agree to an addendum to their Agreement. And although Farmers and Gallatin have expressed their willingness to agree to such an addendum, I acknowledge any addendum must be approved by the Missouri Public Service Commission ("Commission").
4. By this affidavit, I express and confirm my consent to have Farmers provide retail electric service to the site. I therefore support the addendum agreed to by Farmers and Gallatin that would allow Farmers to serve that site.
I therefore request the Commission approve the addendum to the Territorial Agreement proposed by Farmers and Gallatin, and do so as quickly as possible.

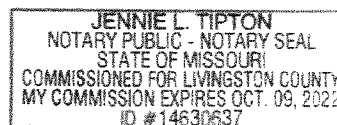
Steve Holcomb

By: Steve Holcomb

Subscribed and sworn to before me, the undersigned Notary Public in and for the County of Livingston, Missouri, this 10th day of May, 2019.

Jennie L. Tipton
Notary Public

My Commission expires: 10-9-2022



Attached Schedule "A"

Starting at the South Quarter corner of Section Twenty-nine (29), Township Fifty-nine (59) North, of Range Twenty-seven (27) West; thence running North 0 degrees 33 minutes 52 seconds West along the quarter section line 1324.89 Feet to the point of beginning; thence North 89 degrees 26 minutes 44 seconds East, 1740.13 Feet to the West Right-of-way line of State Highway 13 which is 90.0 Feet right of center line station 94+09.6; thence North 21 minutes 11 seconds West, 367.10 Feet; thence North 4 degrees 29 minutes 03 seconds west 104.40 Feet; thence North 21 degrees 11 minutes West, 200.0 Feet; thence North 26 degrees 53 minutes 38 seconds West, 100.50 Feet; thence North 21 degrees 11 minutes West, 100.0 Feet; thence North 15 degrees 28 minutes 22 seconds West, 100.50 Feet; thence North 21 degrees 11 minutes West, 248.92 Feet; thence along the arc of a 5669.65 Feet radius, 182.93 Feet, to a point which is 60.0 Feet right of highway center line station 79 + 66.22; thence South 89 degrees 46 minutes 33 seconds West, 1272.74 Feet to the center of said Section Twenty-nine (29); thence South 0 degrees 33 minutes 52 seconds East, 1326.03 Feet to the point of beginning.

Except the following described tracts,

A Five Acre tract starting at the South Quarter corner of Section Twenty-nine (29), Township Fifty-nine (59) North, of range Twenty-seven (27) West; thence North 0 degrees 33 minutes 52 seconds West, 2320.92 Feet along the quarter section line to the point of beginning; thence North 89 degrees 46 minutes 33 seconds East, 660.0 Feet; thence North 0 degrees 33 minutes 52 seconds West; 330.0 Feet; thence South 89 degrees 46 minutes 33 seconds West, 660.0 Feet to an iron pin marking the center of said Section Twenty-nine (29) thence South 0 degrees 33 minutes 52 seconds East, 330.0 Feet to the point of beginning. Tract containing Five acres more or less and includes 0.125 acres along the West side for public road.

All of that part of the North Half of the Southeast Quarter, lying West of State Highway 13, in Section Twenty-nine (29), in Township Fifty-nine (59), of Range Twenty-seven (27), described as follows: Starting at the South Quarter corner of Section 29, Township 59, Range 27, thence running N 0 degrees 33 minutes 52 seconds West along the quarter section line 1, 324.89 feet to the point of beginning, thence N 89 degrees 26 minutes 44 seconds East, 560.0 feet, thence N 0 degrees 33 minutes 52 seconds West, 992.23, thence South 89 degrees 46 minutes 33 seconds West, 660.0 feet, thence South 0 degrees 33 minutes 52 seconds East, 996.03 feet to the point of beginning, all in Daviess County, Missouri according to survey filed in recorder's office of Daviess County, Missouri on June 3, 1978, at 11:30 A.M. and recorded in Plat Book C at Page 45.

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 17th day of June 2019.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

June 17, 2019

File/Case No. EO-2019-0396

**Missouri Public Service
Commission**

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Gallatin, MO 64640

**Farmers' Electric Cooperative,
Inc.**

Megan E Ray
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mray@lawofficemo.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.