

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

In the Matter of the Application of Howard)
Electric Cooperative and the City of Fayette,)
Missouri for an Order Approving a Territorial)
Agreement within a Portion of Howard County,)
Missouri)

File No. EO-2024-0247

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

Issue Date: March 20, 2024

Effective Date: March 20, 2024

On March 11, 2024, Howard Electric Cooperative and the City of Fayette, Missouri, jointly filed an application (Joint Application) seeking Commission approval of a territorial agreement. Section 394.312.4, RSMo (2016) generally requires that the Commission act on the application no later than 120 days after the application was filed, which is July 9, 2024. The territory concerned is located wholly within Howard County, Missouri. In addition to their request for an Order approving their agreement, the Petitioners request a waiver of the 60-day notice requirement of 20 CSR 4240-4.017 and cite the rule and present evidence to support their request.

The stated purpose of the Application is to allow Howard Electric Cooperative to provide electrical service as specified in the Territorial Agreement to new structures in a specified tract within Howard County, Missouri. The agreement does not require transfer of any customers. The Joint Application states there are no other known electrical suppliers serving the territory concerned.

The Commission will order notice delivered to other electric service providers, if any, and to news media and elected officials in Howard County, Missouri. The Staff of the

Commission (Staff) will be directed to file a recommendation regarding the application no later than May 2, 2024. Any party wishing to intervene shall do so no later than April 9, 2024.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall mail a copy of this order and the Joint Application to other electric service providers in Howard County, if any, and to the County Commission of Howard County, Missouri.
2. The Commission's Public Policy and Outreach Department shall make notice of this order and the Joint Application available to the media serving Howard County.
3. Any party or interested person wishing to intervene in this matter shall file an application to do so no later than April 9, 2024.
4. The Staff of the Commission shall file a Recommendation no later than May 2, 2024.
5. This order shall be effective when issued.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Karolin S. Walker, Regulatory Law Judge,
by delegation of authority pursuant
to Section 386.240, RSMo (2016).

Dated at Jefferson City, Missouri,
on this 20th day of March 2024.

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

In the Matter of the Application)
Of Howard Electric Cooperative)
And the City of Fayette, Missouri for an Order)
Approving a Territorial Agreement) Case No. 2024-
within a Portion of Howard County, Missouri.)

JOINT APPLICATION

COMES NOW Howard Electric Cooperative ("Howard ") and the City of Fayette, Missouri ("Fayette"), hereinafter referred to collectively as "Applicants," by and through their respective counsel, pursuant to Sections 394.312 and 416.041 RSMo., and 20 CSR 4240-2.060, and 20 CSR 4240-3.130. To facilitate an expedient implementation of the Agreement, Joint Applicants also request a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017 and for their Joint Application to the Missouri Public Service Commission ("Commission") for an order approving Applicants' Territorial Agreement ("Agreement"), respectfully state as follows:

1. **The Applicants** – Howard is a Chapter 394, RSMo., rural electric cooperative corporation organized and existing under the laws of Missouri and has its principal office at 205 Hwy. 5 & 240 N., Fayette, Missouri 65248. It is engaged in the retail sale and distribution of electricity in portions of Missouri, including in rural areas surrounding the City of Fayette in Howard County, Missouri. Howard has no pending or final judgments or decisions against it from any state or federal agency or court which involve customer service or rates within the three years immediately preceding the filing of this Joint Application. No annual report or assessment fees are overdue by Howard.

2. Fayette is a political subdivision of the 4th Class organized and existing under the Constitution of the State of Missouri and has its principal office at 117 S. Main St., Fayette, Missouri 65248. It owns, operates and maintains an electric distribution system within its

corporate limits to serve the residents and inhabitants of the city. Fayette has no pending or final judgments or decisions against it from any state or federal agency or court which involve customer service or rates within the three years immediately preceding the filing of this Joint Application. No annual report or assessment fees are overdue by Fayette.

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

For Fayette:

Mr. Nathan M. Nickolaus
Lauber Municipal Law, LLC
308 E. High St.
Suite 108
Jefferson City, MO 65101
660-672-4597
nnickolaus@laubermunicipal.com

For Howard:

Mr. Andrew J. Sporleder
Johnson & Sporleder, LLC
1606 S. Oaks Dr.
Jefferson City, MO 65101
573-606-4400
as@cjaslaw.com

4. **The Territorial Agreement** - Subject to the terms and conditions of an Agreement, known as the "Territorial Agreement" between Howard and Fayette, Applicants have specifically designated the boundaries of an exclusive electric service area of Howard for service to new structures in a portion of Howard County, Missouri, which is more particularly described in the Agreement. Applicants have attached a copy of the Agreement to this Application as **Appendix A**, which is incorporated by reference into this Application and made a part hereof for all purposes. A map depicting the tract of land comprising the exclusive service area is a part of the Agreement. The Territorial Agreement establishes an exclusive service territory for Howard in one tract of land within Howard County, Missouri. The Agreement does not require transfer of any facilities or customers between the Applicants.

5. **Good Standing**– A certificate of Good Standing from the Missouri Secretary of State in regard to Howard is attached as **Appendix B** and is incorporated herein by reference. The City of Fayette, Missouri, is a political subdivision of the State of Missouri.

6. **Authority to Serve in Proposed Areas** – the city of Fayette, Missouri on January 23, 2024, approved a franchise agreement allowing Howard to operate within its corporate limits. See **Appendix C**, a copy of the Ordinance approving the Franchise Agreement.

7. **Other Electric Suppliers** – To Applicants’ knowledge and belief there are no other electric suppliers serving in the immediate area covered by the Territorial Agreement.

8. **Agreement is in the Public Interest** - The Territorial Agreement is in the public interest because it establishes exclusive service obligations for new structures as between the Joint Applicants in the specified tract within Howard County, Missouri. The establishment of this exclusive service territory will prevent future duplication of electric service facilities and will also allow electric service customers within the area to know with certainty the supplier of their electric service. It makes most effective use of past investment in substation and distribution facilities while avoiding the necessity of duplicate investment. Neither party is subject to the jurisdiction of the Commission for purposes of certificate authority or for rate regulation.

9. **Limited Scope of Agreement** - Each Applicant will be bound by the terms of the Agreement within the exclusive service boundary established by the Agreement.

10. **Authority to Enter into Agreement** – Each Applicant has authorized their respective representative to execute and enter into the Agreement. Resolutions for each Applicant are attached hereto as **Appendix D** and are incorporated by reference and made a part hereof for all purposes.

11. **Waiver of Hearing** – Applicants pursuant to Section 394.312.5, RSMo. 2000, do hereby waive, by stipulation and agreement, either parties right to an evidentiary hearing before the Commission regarding whether the Agreement should be approved or disapproved.

12. **Application Fee** - The Commission's fee required by 20 CSR 4240-3.130(3) is being submitted by Applicants contemporaneously with this filing to the Commission.

13. **Request for Waiver** – To facilitate an expedient implementation of the Agreement, Joint Applicants request a Waiver of the 60-day notice requirement of 20 CSR 4240-4.017,

which states in relevant part:

“Any person that intends to file a case shall file a notice with the secretary of the Commission a minimum of sixty (60) days prior to filing such case. . .”

Pursuant to 20 CSR 4240-4.017(1)(D), waivers of the 60-day notice requirement may be granted for good cause shown. The rule further provides that good cause includes “a verified declaration from the filing party that it has had no communication with the office of the Commission within the prior one hundred fifty (150) days regarding any substantive issue likely to be in the case...”¹

As indicated in the Affidavits executed by Howard and Fayette, attached as **Appendix E and Appendix F** to this Application, respectively, neither Howard and Fayette have had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10)) regarding any substantive issue likely to be in this case during the preceding 150 days. **Appendix E and Appendix F** are incorporated herein by reference into this Joint Application and made a part hereof for all purposes.

WHEREFORE, Applicants respectfully request that the Public Service Commission of Missouri issue its order:

- (a) Waiving the 60-day notice requirement;
- (b) Finding that the designation of exclusive electric service area is not detrimental to the public interest and approving the Applicants’ Agreement; and
- (c) Authorizing Applicants to perform in accordance with the terms and conditions of the Agreement.

¹ Pursuant to the Commission’s Order Waiving 60-Day Notice Requirement issued on August 1, 2017, in File No. WM-2018-0023, the examples of good cause provided in the rule are not exclusive, and the Commission may find that good cause has been established by other circumstances

Respectfully submitted,

/s/ Nathan M. Nickolaus

Nathan M. Nickolaus, #35536

Lauber Municipal Law, LLC

308 E. High St.

Suite 108

Jefferson City, MO 65101

660-672-4597

nnickolaus@laubermunicipal.com

For City of Fayette, Missouri

/s/ Andrew J. Sporleder

Andrew J. Sporleder, #51197

Johnson & Sporleder, LLC

1606 S. Oaks Dr.

Jefferson City, MO 65101

573-606-4400

as@cjaslaw.com

For Howard Electric Cooperative

Certificate of Service

I hereby certify that copies of the foregoing have been served by electronic mail, this 11th day of March, 2024 upon the following:

Office of the Public Counsel

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

/s/ Andrew J. Sporleder

Andrew J. Sporleder

List of Appendices

Appendix A: Territorial Agreement between Howard Electric Cooperative and City of Fayette, Missouri.

Appendix B: Howard Electric Cooperative's Certificate of Good Standing from Missouri Secretary of State.

Appendix C: Ordinance approving Franchise Agreement between City of Fayette, Missouri and Howard Electric Cooperative.

Appendix D: Resolutions of each Applicant approving the Territorial Agreement.

Appendix E: Affidavit of Howard Electric Cooperative.

Appendix F: Affidavit of City of Fayette, Missouri.

Appendix A

TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of January, 2024, by and between the CITY OF FAYETTE, MISSOURI, a City of the Fourth Classification, with its principal office located at 117 S. Main Street, Fayette, Missouri 65248, ("CITY") and HOWARD ELECTRIC COOPERATIVE, a Missouri rural electric cooperative corporation organized and existing pursuant to Chapter 394, RSMo. 2000, with its office located at 205 Hwy. 5 & 240 N., Fayette, Missouri 65248, ("COOPERATIVE").

WITNESSETH:

WHEREAS, CITY and COOPERATIVE are authorized by law to provide electric service within certain areas of Missouri, including portions of Howard County; and

WHEREAS, Sections 394.312 and 416.041 RSMo. 2000, provides that competition to provide retail electrical service as between rural electric cooperatives such as COOPERATIVE and municipally owned electrical utility corporations such as CITY may be displaced by written territorial agreements;

WHEREAS, CITY and COOPERATIVE desire 1) to promote the orderly development of retail electrical service within a portion of the city of Fayette, Missouri and Howard County, Missouri, 2) to avoid unnecessary duplication of electrical facilities therein, and 3) to most effectively avail themselves of prior investment and planning for serving the public; and

WHEREAS, this Territorial Agreement does not require any customer of either CITY or COOPERATIVE to change its supplier;

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

1. Territory Affected.

A. This Agreement pertains only to land in and around the city of Fayette, Missouri within Howard County, Missouri. For purposes of this Agreement, the affected territory is comprised of one tract as follows:

1) **Tract "A"** shall be real property described more particularly as:

Commencing at a POINT OF BEGINNING in the Northeast Quarter of Section 14, Township 50N, Range 16W which lies N90°0'0.000"E a distance of 0 Feet from NE Property Line of Parcel 4226 monument located at 39°7'59.664"N, 92°40'58.159"W in the Northeast Quarter of Section 14, Township 50N, Range 16W;
thence N86°47'28.920"E a distance of 1420 Feet;
thence N1°49'5.897"E a distance of 1313 Feet;
thence S87°37'46.677"E a distance of 399 Feet;
thence N1°56'12.495"E a distance of 539 Feet;
thence S87°25'9.837"E a distance of 925 Feet;
thence N2°8'34.694"E a distance of 2020 Feet;
thence S87°55'13.224"E a distance of 1866 Feet;
thence S3°39'8.020"W a distance of 613 Feet;
thence S43°36'44.933"W a distance of 1065 Feet;
thence S13°1'6.764"W a distance of 3272 Feet;
thence N87°14'51.048"W a distance of 3254 Feet;
thence N1°53'32.098"E a distance of 591 Feet to the POINT OF TERMINATION located in the Northeast Quarter of Section 14, Township 50N, Range 16W.

An aerial map depicting the above-described Tract "A" is attached hereto and incorporated herein by reference as Exhibit 1.

B. This Agreement shall have no affect whatsoever upon service by COOPERATIVE or CITY in any area other than Tract "A".

2. Definitions.

A. For purposes of this Agreement, the references to "structure" have the same meaning as the statutory definition of the term "structure" found in Sections 393.106 and 394.315 RSMo. in effect at the relevant time. In the event no such statutory definitions exist or are not otherwise applicable, the term shall be construed to give effect to the intent of this agreement which is to designate an exclusive provider, as between the

parties hereto, of retail electric service for anything using or designed to use electricity that is located within the Service Areas described herein.

B. The term “permanent service” shall have the same meaning as the definition of “permanent service” found in Section 394.315 RSMo., in effect at the relevant time. The term shall be liberally construed to give effect to the expressed intent of this Agreement.

C. The term “new structure” shall mean (i) one on which construction has not commenced by the Effective Date, or (ii) one on which construction has commenced by the Effective Date but on the Effective Date is not complete from the standpoint that permanent wiring for the electrical power and energy to be utilized by or within the structure has not been permanently installed and permanently energized by physical connection to the facilities of an electrical supplier, or (iii) one for which the respective electrical inspection authority has not granted a permit by the Effective Date for it to be energized, or (iv) one for which the respective building authority has not granted an occupancy permit by the Effective Date.

D. The term “Effective Date” shall mean 12:01 a.m. of the date on which the Report and Order of the Commission approving this Agreement is effective pursuant to the terms of such Report and Order, unless a writ of review or other proceeding is taken challenging the Report and Order, in which case there shall be no Effective Date of this Agreement until CITY and COOPERATIVE both execute a document which establishes an Effective Date for purposes of this Agreement.

3. Exclusive Service Areas Established.

A. COOPERATIVE, pursuant to this Territorial Agreement, shall be entitled to provide permanent service to all structures now located within Tract “A” and all future new structures within Tract “A” and therefore it shall be considered to be the exclusive Service Area of COOPERATIVE, as between CITY and COOPERATIVE.

B. This Agreement does not purport to affect the rights of any electric supplier not a party to this Agreement.

4. Condition Precedent – Regulatory Approvals. This Agreement is conditioned upon receipt of approval of it by the Commission with no changes, or those changes which have been expressly agreed to by CITY and COOPERATIVE. 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 Agreement if the party objects to the form or content of the Commission’s order approving the Agreement. If neither party files such an application for rehearing or document prior to the effective date of the Commission order approving this Agreement, it shall be presumed that the approval is satisfactory in form and content to both parties.

5. Service to Structures Receiving Service as of the Date of this Agreement. CITY and COOPERATIVE retain the right to furnish electric service to all existing structures that they are serving by either permanent or temporary electric service on the Effective Date of this Agreement, regardless of their location. To the knowledge of CITY and COOPERATIVE, there are no other suppliers of electricity providing permanent or temporary electric retail service within Tract “A” besides COOPERATIVE.

6. Structures Coming Into Existence During Interim Period.

A. During the interim period between the date of execution of this Agreement and the Effective Date, the parties shall abide by the territorial division provisions of this Agreement and may provide provisional service to any customer seeking service. Pending the issuance of a decision by the Commission either granting or denying approval of this Agreement, however, neither party shall construct primary or secondary electric facilities within the territory assigned exclusively to the other pursuant to this Agreement, unless (i) ordered to do so by the Commission or a court of competent jurisdiction or (ii) as a necessary part of the provision of service to its customers in other areas and such construction is within a previously established easement obtained for the purpose of providing service in other areas. During the time period between the filing date of this Agreement with the Missouri Public Service Commission and the Effective Date of the Agreement, if a customer requests new electric service for a Structure located in the Exclusive Service Area of one party from the other party the parties will meet and determine the party and means to serve the Structure. In the event the parties cannot

agree, the new Structure shall be served by the party whose customer equipment is located closer to the new Structure.

7. Location of a Structure.

A. The location of a Structure for purposes of this Agreement shall be the geographical location at which electric energy is used, regardless of the metering point or point of delivery.

The first owner of a New Structure who requests and receives electric service at said Structure which is located on or crossed by any mutual boundary line, as described herein, defining the service areas of the parties shall be permitted to choose either party for permanent electric service; provided that the Customer's meter is installed within that service area. Thereafter, that party shall exclusively serve that Structure.

B. Either party, if requested by an existing customer who is located in the Exclusive Service Area of the other party, may provide its customer with additional facilities and/or electric service to New Outbuildings, so long as the New Outbuildings are located on the Consumer's contiguous tracts of land. This section shall apply to the original customer's successors who continue to reside at or operate the premises. This section shall not apply to a customer who receives electric service from both Company and COOPERATIVE on the same tract of land, and requests additional electric service. These customers shall receive their additional electric service from the designated exclusive service provider, unless the customer, Company, and COOPERATIVE agree otherwise and follow the procedures set out herein.

8. Case-by-Case Exception Procedure.

A. 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 Exclusive Service Area of the other party.

B. Such Addendum shall be filed with the Commission for approval in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel.

C. Each Addendum shall consist of a notarized statement identifying the Structure, the party to serve the Structure, the justification for the Addendum, and indicating that the parties support the Addendum.

D. 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 Commission and shall indicate the customer's consent to be served by the service contemplated by the Addendum.

E. Each party, pursuant to an executed Addendum, 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 an Order of the Commission or a court regarding the removal of same.

9. Indirect Provision of Service to Structures Not Permitted. The intent of this Agreement is to designate an exclusive provider of electric service for structures or anything else using or designed to use electricity to be located within the described areas. Neither party shall furnish, make available, assist in providing, render or extend electric service to a structure, which that party would not be permitted to serve directly pursuant to this Agreement, by indirect means such as through a subsidiary corporation, through another entity, or by metering services outside of the area for delivery within the area. This shall not be construed to otherwise prohibit sales of electric power and energy between the parties to this Agreement.

10. Term. The term of this Agreement shall be perpetual commencing on the Effective Date of the Order of the Commission regarding the approval of same.

11. Cooperation. CITY and COOPERATIVE agree to undertake all actions reasonably necessary to implement this Agreement. CITY and COOPERATIVE will cooperate in presenting a joint application to the Commission demonstrating that this Agreement is in the public interest. COOPERATIVE shall pay all the costs assessed by the Commission for seeking administrative approval of this Agreement. All other costs, including but not limited to the attorney's fees of each party, will be borne by the respective party incurring the costs.

12. General Terms.

A. Land Descriptions: The map utilized in this Agreement is assumed by the parties to be accurate and reliable.

B. No Constructive Waiver: No failure of CITY or COOPERATIVE to enforce any provision hereof shall be deemed to be a waiver.

C. Modifications: Neither the boundaries described in this agreement nor any provision of this Agreement may be modified or repealed except by a signed writing of the parties which is approved by all applicable regulatory authorities.

D. Survival: This Agreement shall inure to the benefit and be binding upon the parties, their respective successors and assigns.

E. Lack of Approval: If the Commission or any other regulatory authority having jurisdiction does not approve this Agreement, this Agreement shall be nullified and of no legal effect 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 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 Agreement shall not be construed to prevent either party from obtaining easements or right of way through or in any part of the Service Area of the other if the acquisition of such easement or right of way is reasonably necessary to or

desirable for the performance of the party's duties to provide electric service to its customers in other areas.

G. The subsequent platting, re-platting, subdividing, re-subdividing, or re-naming of any parcel or subdivision covered by this Agreement shall not affect the respective rights of CITY or COOPERATIVE established by this Agreement.

13. Subsequent Legislation. This Agreement is reached between the parties based upon their understanding of the current state of the law in Missouri under Sections 393.106 and 394.315 RSMo. 2000, which allow an electrical supplier, once it lawfully commences supplying retail electric energy to a structure through permanent service facilities, to have the right to continue serving such structure. Further, the concept of service under those sections at the current time contemplates not only the physical provision of the conductors to provide an electrical path and connection between the structure and the conductors of the electrical supplier, but also the provision of electrical power and energy through such conductors. In the event the law in Missouri is changed during any term of this Agreement the provider of the electrical facilities (i.e. conductors) within the Service Area is not also required or assumed to be the provider of electrical power and energy (i.e., the electricity), and thereby give customers a choice as to who provides their electricity, as contrasted with who owns the wires over which such electricity is provided, then nothing in this Agreement shall be construed to prohibit CITY from providing electrical power and energy to structures within the Service Area of COOPERATIVE established by this Agreement, or COOPERATIVE from providing electrical power and energy to structures within the Service Area of CITY established by this Agreement, under the terms of such future legislation, notwithstanding the terms of this Agreement to the contrary. However, if either §393.106, §394.315 or §394.312 RSMo. are repealed and not reenacted in a form substantially equivalent to their status on the Effective Date, this Agreement shall terminate, coincident with the effective date of the elimination of the current content of §393.106, §394.315 or §394.312, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 23rd day of January, 2024.

CITY OF FAYETTE, MISSOURI

HOWARD ELECTRIC COOPERATIVE

By: Glenn Keel

By: Ann O'Connell

Title: Mayor Pro Tem

Title: General Manager / CEO

Attest: Judith Thompson

Attest: Debbie Wiseman

Title: City Clerk

Title: Board Secretary

(seal)

(seal)



Exhibit 1



Appendix B

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

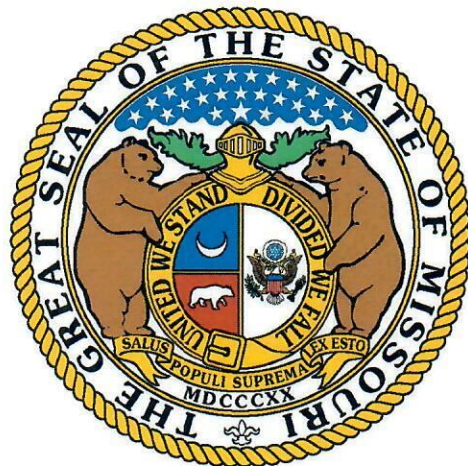
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

HOWARD ELECTRIC COOPERATIVE
Q00060180B

was created under the laws of this State on the 18th day of December, 1936, 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 11th day of March, 2024.


Secretary of State



Certification Number: CERT-03112024-0129

Appendix C

CITY OF FAYETTE, MISSOURI

BILL NO. 2024-01

ORDINANCE NO. 2024-01

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT AND A TERRITORIAL AGREEMENT BETWEEN THE CITY OF FAYETTE, MISSOURI AND HOWARD ELECTRIC


**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FAYETTE,
MISSOURI**, as follows:

SECTION ONE. The Mayor is hereby authorized to execute a franchise agreement with the Howard Electric Cooperative in a form substantially similar to the attached Exhibit A.

SECTION TWO. The Mayor is further authorized to execute a territorial agreement with Howard Electric substantially in the form of the attached Exhibit B.

SECTION THREE. This ordinance shall be in full force and effect upon final passage.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Board of Aldermen and passed by the Board of Aldermen of the City of Fayette, Missouri this 23rd day of January 2024.


Jeremy Dawson
Mayor

ATTEST:


Judith Thompson
City Clerk

Appendix D


**HOWARD ELECTRIC COOPERATIVE
RESOLUTION
OF THE BOARD OF DIRECTORS**

I, Debbie Wiswall, do hereby certify that I am the Secretary of Howard Electric Cooperative (hereinafter called the "Cooperative"), the following is a true and correct copy of a resolution duly adopted by the Board of Directors of the Cooperative at its regularly scheduled meeting held on January 25, 2024 and entered in the minute book of the Cooperative; the meeting was duly and regularly called and held in accordance with the Bylaws of the Cooperative, and said resolution has not been rescinded or modified.

RESOLVED, that the proposed Territorial Agreement between the Cooperative and the City of Fayette, Missouri (hereinafter called "Fayette"), substantially in the form presented to this meeting, be and the same is hereby approved; and

NOW THEREFORE BE IT RESOLVED, that the Officers of the Cooperative are hereby authorized and directed to act according to their best judgment to carry out the intentions of this resolution, said authority to include execution of the Territorial Agreement, the filing of an appropriate Joint Application for approval and to comply with any resulting Order issued by the Missouri Public Service Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Cooperative this 25th day of January, 2024.


Secretary

CITY OF FAYETTE, MISSOURI

BILL NO. 2024-01

ORDINANCE NO. 2024-01

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT AND A TERRITORIAL AGREEMENT BETWEEN THE CITY OF FAYETTE, MISSOURI AND HOWARD ELECTRIC


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Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Board of Aldermen and passed by the Board of Aldermen of the City of Fayette, Missouri this 23rd day of January 2024.


Jeremy Dawson
Mayor

ATTEST:


Judith Thompson
City Clerk

Appendix E

AFFIDAVIT AND VERIFICATION
OF AMBER OVERFELT

STATE OF MISSOURI)
) ss
COUNTY OF HOWARD)


Amber Overfelt, being first duly sworn on her oath, states:

1. My name is Amber Overfelt. I work in the County of Howard, Missouri, and I am employed by Howard Electric Cooperative, ("Howard") as the General Manager.

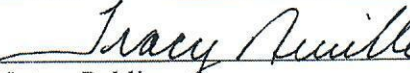
2. Neither Howard nor any person on its behalf has had any communications with the office of the Commission regarding any substantive issue likely to be an issue in the case initiated by this filing during the preceding one-hundred and fifty (150) days.

3. Circumstances prevented filing the required notice and delaying the filing for sixty (60) days would cause harm. Specifically, Howard is being requested by the landowner of the area that is the subject of the Territorial Agreement, to construct electric distribution facilities and further delay could cause harm in that the landowner has expressed to Howard that time is of the essence in obtaining electric services.

4. I have read the Application, and I declare under penalty of perjury that the information and allegations contained therein are true and correct to the best of my knowledge and belief and that Andrew Sporleder, of Johnson & Sporleder, LLC is authorized by Howard Electric Cooperative, to make this filing and represent it in this matter.


Amber Overfelt

Subscribed and sworn to before me this 11th day of March, 2024.


Notary Public

seal

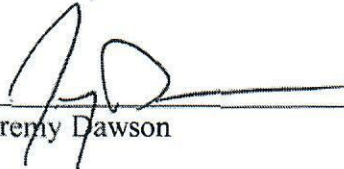
TRACY NEVILLE NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES MARCH 26, 2026 HOWARD COUNTY COMMISSION #18836703
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Appendix F

VERIFICATION

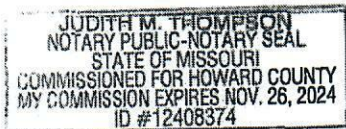
STATE OF MISSOURI)
) SS
COUNTY OF HOWARD)

On the 11 day of March, 2024, before me appeared Jeremy Dawson, to me personally known, who being by me first duly sworn, states that he is the Mayor of Fayette, Missouri; 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 he is authorized to make this statement on behalf of the City of Fayette. Said City of Fayette has not had any communications with the office of the Commission (as defined by 20 CSR 4240-4.015(10) regarding any substantive issue likely to be in this case during the preceding 150 days.



Jeremy Dawson

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.





Notary Public

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 20th day of March 2024.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

March 20, 2024

File/Case No. EO-2024-0247

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

Sincerely,



**Nancy Dippell
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.