

ADDENDUM NO. 1  
TO THE  
TERRITORIAL AGREEMENT

Between

THE CITY OF BUTLER, MISSOURI

And

OSAGE VALLEY ELECTRIC COOPERATIVE, INC.

## **ADDENDUM NO. 1 TO THE TERRITORIAL AGREEMENT**

This Addendum No. 1 to the Territorial Agreement ("Addendum") is made and entered into as of the 2<sup>nd</sup> day of July 2024, by and between THE CITY OF BUTLER, MISSOURI, (hereinafter "City") and OSAGE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter "Cooperative").

WITNESSETH:

WHEREAS, City and Cooperative are authorized by law to provide electric service within certain areas of Missouri, including portions of Bates County; and

WHEREAS, Section 394.312, RSMo., provides that competition to provide retail electrical service as between rural electric cooperatives such as Cooperative and municipalities such as City may be displaced by written territorial agreements; and

WHEREAS, City and Cooperative entered into a Territorial Agreement dated September 9, 2022, involving the provision of retail electric service to customers within certain tracts in Bates County, Missouri (hereinafter, the "Territorial Agreement"); and

WHEREAS, the provisions of the Territorial Agreement authorize City and Cooperative to subsequently agree in writing to amendments to the agreement subject to the approval of the Missouri Public Service Commission ("Commission"); and

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

WHEREAS, this Addendum 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 contained herein, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms shall have the same meaning as ascribed to them in the Territorial Agreement.
2. **Effective Date** - Effective date of this Addendum shall be the effective date of the order issued by the Commission pursuant to Section 394.312 RSMo. approving this Addendum.
3. **Structures to Be Served-** The only New Structures to be served under this Addendum are those to be constructed or erected within and upon the Parcels listed in **Exhibit A**, attached hereto. The Parcels are located within the City's service territory.
4. **Party to Serve Structures-** From and after the Effective Date, Cooperative shall serve the Parcels and structures constructed or erected within and upon said Parcels and property shall be added to Cooperative's Exclusive Service Area by Exhibit A to this Addendum. The Addendum will have no effect whatsoever upon electric service by City or Cooperative to any Structure other than those constructed or erected within and upon the Parcels.
5. **Justification for Addendum-** This Addendum will promote efficiencies in providing services to the City of Butler as it requires no duplication of electric service facilities as the Cooperative presently has facilities located on the parcels from which it could provide electric service, and the City does not have facilities located in the immediate vicinity of the property from which it could provide electric service. This Addendum and addition of the parcels to the exclusive service area of Cooperative will bring efficiencies and savings to the City of Butler and the landowner. Both parties agree that the Addendum is in the public interest.

**6. Condition Precedent - Regulatory Approvals –**

**6.1** This Addendum is conditioned upon receipt of approval by the Commission with no changes, or those changes which have been expressly agreed to by City and Cooperative. Either party reserves the right to file an application for rehearing or other pleading with the Commission prior to the effective date of a Commission order approving this Addendum if the party objects to the form or content of the Commission's order approving the Addendum. If neither party files such an application for rehearing or other pleading prior to the effective date of the Commission order approving the Addendum, it shall be presumed that the approval is satisfactory in form and content to both parties.

**6.2** City and Cooperative agree that they shall submit this Addendum to the Commission for its approval and shall submit therewith the verified statements and justification as required by the terms of the Territorial Agreement.

**6.3** City and Cooperative agree that Cooperative is authorized to commence providing electrical service to the property at any time on a temporary basis, pending approval by the Commission of this Addendum, in accordance with the terms of the Territorial Agreement. Nothing in this provision shall be deemed to limit City's ability to provide electrical service to the property on a permanent basis in the event the Commission disapproves or fails to approve the Addendum.

**7. Term** - The term of this Addendum shall be the same as that of the Territorial Agreement to which this Addendum relates. Nothing contained herein shall be construed to terminate this Addendum prior to expiration or termination of the Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Territorial Agreement.

8. **Cooperation** - City and Cooperative agree to undertake all actions reasonably necessary to implement this Addendum. City and Cooperative will cooperate in presenting a joint application to the Commission demonstrating that this Addendum is in the public interest. Cooperative shall pay any costs assessed by the Commission for seeking administrative approval of this Addendum. 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.
9. **Modifications** - Neither the provisions regarding service to the Structures described in the Addendum nor any provision of this Addendum shall be modified or repealed except by a signed writing of the parties which is approved by applicable regulatory authorities.
10. **Survival** - This Addendum shall inure to the benefit and be binding upon the parties, their respective successors, and assigns.
11. **Lack of Approval or Termination** - If the Commission or any other regulatory authority having jurisdiction does not approve this Addendum, or if the Condition Precedent is not fulfilled, this 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 Cooperative during the period in which Commission approval was pending. If this Addendum is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this 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.
12. **Termination** - This Addendum may be terminated by either party in the manner set forth in the Territorial Agreement for termination of the Territorial Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

THE CITY OF BUTLER, MO

By: *Joe W. King*  
Title: *Mayor*  
Attest: *Melochi Heaver*

OSAGE VALLEY ELECTRIC  
COOPERATIVE, INC.

By: *[Signature]*  
Title: *General Manager / CEO*  
Attest: *Jana Rosier*