

STEWART & KEEVIL, L.L.C.

ATTORNEYS AT LAW

SOUTHAMPTON VILLAGE AT CORPORATE LAKE
4603 JOHN GARRY DRIVE
SUITE 11
COLUMBIA, MISSOURI 65203

CHARLES BRENT STEWART
JEFFREY A. KEEVIL

OFFICE (573) 499-0635
FAX (573) 499-0638

October 24, 2005

Missouri Public Service Commission
Attn: Secretary of the Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102-0360

Re: Case No. WO-2005-0127
City of Hannibal/PWSD No. 1 of Ralls County, Missouri

Dear Ms. Dale:

Pursuant to the terms of the Commission's Report and Order issued on January 7, 2005 in the above-referenced case, please find enclosed for filing on behalf of the City of Hannibal, Missouri and Public Water Supply District No. of Ralls County, Missouri an *Addendum To Water Service Territorial Agreement and Customer Statement of Consent*.

Based on discussions with Dale Johansen, it is my understanding that Case No. WO-2005-0127 will need to be re-opened to address the *Addendum* rather than opening an entirely new case with a new case number.

A copy of this filing has been sent this date via electronic transmission to the Office of the Public Counsel and the General Counsel's office. Thank you.

Sincerely,


Brent Stewart

CBS/bt

Enclosure

cc: Office of the Public Counsel
General Counsel's Office
Dale Johansen
Bob Ross

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

In the Matter of the Joint Application of)
The City of Hannibal, Missouri and)
Public Water Supply District No. 1 of) Case No. WO-2005-0127
Ralls County, Missouri for Approval of a)
Water Service Area Territorial Agreement.)

ADDENDUM TO WATER SERVICE TERRITORIAL AGREEMENT

COME NOW The City of Hannibal, Missouri ("Hannibal") and Public Water Supply District No. 1 of Ralls County, Missouri ("Ralls") (collectively "Joint Applicants"), by and through counsel, and pursuant to Paragraph 6 of the Water Service Area Territorial Agreement ("Territorial Agreement") approved by the Commission on January 7, 2005 in the above-captioned case, respectfully state as follows:

1) On January 7, 2005 the Commission approved by *Report and Order* the Territorial Agreement submitted by the Joint Applicants.

2) Paragraph 6 of the Territorial Agreement provides:

"The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party although the structure is located in the service area of the other. Such Addendum referred to above shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of the Public Counsel. Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicating that the parties 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 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 Party contemplated by the Addendum. If the Staff of the Public Service Commission 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. However, if a pleading in opposition to the Addendum is filed by the above listed parties, the Commission shall schedule an evidentiary hearing at the earliest reasonable opportunity to determine whether the Addendum should be approved. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff of Office of Public Counsel has forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties. Each party, pursuant to an executed Addendum, shall have the right to provide temporary service until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Addendum until the effective date of an Order of the Commission or a court regarding the removal of same."

3) Pursuant to Paragraph 6 of the Territorial Agreement, **THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION OR OFFICE OF PUBLIC COUNSEL HAS FORTY-FIVE (45) DAYS TO OPPOSE THIS ADDENDUM OR ELSE THIS ADDENDUM SHALL BE DEEMED APPROVED BY THE AFORESAID PARTIES.**

4) Hannibal School District No. 60 ("School District") owns a building site located in the Sherwood Estates Subdivision, specifically lot #26 Sherwood Estates Drive, Hannibal, Missouri 63401 (a corner lot located at Sherwood Estates Drive and Sherwood Estates Lane) whereon it desires to construct a residential home as part of its Building Trades program. Under the Territorial Agreement, the School District's building sites falls within the water service area of the City of Hannibal. Hannibal does not currently have water lines in place to serve said site. In order to receive water service from Hannibal, a new water line would have to be installed at a cost to the School District which the School District cannot afford. Ralls, however, does have existing facilities in place which can serve the site without the additional cost to the School District of constructing additional water lines.

5) The School District has requested that Ralls provide service to said site and both Ralls and Hannibal have consented to the School District's request and support the filing and Commission approval of this Addendum to the Territorial Agreement.

6) A notarized customer consent, executed by an authorized representative of the School District, is attached to this Addendum and incorporated herein.

7) The School District, Ralls, and the City of Hannibal recognize that this Addendum represents an exception to the water service territorial boundaries approved by the Commission in Case No. WO-2005-0127, and that once effective, this Addendum will allow Ralls to continue to provide water service to aforementioned residence unless and until the Commission, upon proper petition, would authorize a change of water supplier in a subsequent proceeding brought for that purpose.

WHEREFORE, Joint Applicants The City of Hannibal, Missouri and Public Water Supply District No. 1 of Ralls County, Missouri respectfully request that this Addendum to the Water Service Territorial Agreement, approved by the Commission in Case No. WO-2005-0127, be approved.

Respectfully submitted,

Charles Brent Stewart

Charles Brent Stewart, MoBar#34885
STEWART & KEEVIL, L.L.C.
4603 John Garry Drive, Suite 11
Columbia, Missouri 65203

ATTORNEY FOR JOINT APPLICANTS

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF Marion)

On this 13 day of OCTOBER, 2005, before me appeared ROY G. NARK to me personally known, who, being by me duly sworn, did say that (s)he is the MAYOR of the City of Hannibal, Missouri; that this Verification was signed on behalf of said City and its Board of Public Works, by authority of its City Council; and that the information contained in this foregoing Addendum To Water Service Territorial Agreement is true to the best of his/her best information, knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

M.B. Baudendistel
Notary Public, m.B. Baudendistel

[seal]

My commission expires:

MB BAUDENDISTEL
Notary Public-Notary Seal
STATE OF MISSOURI
Marion County
My Commission Expires: Apr 20, 2008

VERIFICATION

STATE OF MISSOURI)
COUNTY OF Ralls) SS

On this 18th day of October, 2005, before me appeared E. Keith Deaven to me personally known, who, being by me duly sworn, did say that (s)he is the Board President of Public Water Supply District No. 1 of Ralls County, Missouri; that this Verification was signed on behalf of said District, by authority of its Board of Directors; and that the information contained in this foregoing Addendum To Water Service Territorial Agreement is true to the best of his/her best information, knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ronda Caley
Notary Public

[seal]

My commission expires:



RONDA CALEY
My Commission Expires
May 14, 2009
Ralls County
Commission #05404679

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing *Addendum to Water Service Territorial Agreement* and appendices, filed in Commission Case No. WO-2005-0127, was delivered to the General Counsel's Office of the Missouri Public Service Commission and to the Office of the Public Counsel by U.S. Mail, first-class postage prepaid, by hand-delivery, or by electronic mail transmission, this 24TH day of OCTOBER, 2005.


Charles Brent Stewart

CUSTOMER STATEMENT OF CONSENT
ADDENDUM TO WATER TERRITORIAL AGREEMENT
MISSOURI PUBLIC SERVICE COMMISSION
CASE NO. WO-2005-0127

I, Dana W. Ruhl, Business Manager for Hannibal School District No. 60, 4650
McMasters Avenue, Hannibal, Missouri 63401, telephone number (573) 221-1258,
hereby notify the Missouri Public Service Commission and any other interested party
that:

- 1) I have been duly authorized by Hannibal School District No. 1 to execute this
document and cause it to be filed at the Missouri Public Service Commission;
- 2) I am aware that the Missouri Public Service Commission in Case No. WO-
2005-0127 issued a *Report and Order* on January 7, 2005 approving the water
service territorial agreement filed by the City of Hannibal, Missouri and
Public Water Supply District No. 1 of Ralls County, Missouri;
- 3) Under the provisions of said water service territorial agreement, the City of
Hannibal, Missouri is exclusively authorized to provide water service to the
School District at the new Building Trades house site located in the Sherwood
Estates Subdivision;
- 4) Notwithstanding said water service territorial agreement, I have requested that
said water service be provided by Public Water Supply District No. 1 of Ralls
County, Missouri and that I recognize that said service represents an exception
to the territorial boundaries approved by the Missouri Public Service
Commission in Case No. WO-2005-0127;
- 5) It is my understanding that both the City of Hannibal, Missouri and Public
Water Supply District No. 1 of Ralls County, Missouri have consented to my

request to be served by Public Water Supply District No. 1 of Ralls County, Missouri and that I have received notice of the contemplated service to be provided;

- 6) Paragraph 6 of the water service territorial agreement approved by the Missouri Public Service Commission in Case No. WO-2005-0127 permits case-by-case exceptions to said agreement by the filing of an *Addendum*, pursuant to the terms of said water service territorial agreement; and
- 7) I hereby consent to being provided water service by Public Water Supply District No. 1 of Ralls County, Missouri and request that the Missouri Public Service Commission approve the *Addendum* to the water service territorial agreement filed concurrently herewith to effectuate my request.

STATE OF MISSOURI)
) ss
COUNTY OF RALLS)

I, Dana W. Ruhl, being duly sworn upon my oath state that I am duly authorized to execute this Statement of Customer Consent on behalf of Hannibal School District No. 60, and that the matters and things stated in the foregoing document are true and correct to the best of my knowledge, information and belief.

Dana W. Ruhl
Signature

Subscribed and sworn before me this 2nd day of September, 2005.



[seal]

RONDA CALEY
My Commission Expires
May 14, 2009
Ralls County
Commission #05404679

Ronda Caley
Notary Public

My commission expires: 5/14/2009