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FILED³

OCT 04 2000

October 4, 2000

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Re: Case No. WO-2000-849
Public Water Supply District No. 2 of St. Charles County, Missouri/City of
Wentzville, Missouri--Water Territorial Agreement

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and eight copies of Late-filed Exhibit 4, which is a verified amendment to the Joint Applicants' Territorial Agreement. As provided for during the hearing, Late-filed Exhibit 4 corrects an error on page 5 of said Agreement and has been duly acknowledged by the Joint Applicants. Copies have been sent to counsel for all parties of record. Thank you.

Sincerely,

Brent Stewart

Brent Stewart

CBS/bt

cc: Cliff Snodgrass, General Counsel's Office
John Coffman, Office of the Public Counsel
Mark Piontek
Robert M. Wohler

CASE NO. WO-2000-849

PUBLIC WATER SUPPLY DISTRICT NO. 2 OF ST. CHARLES COUNTY, MISSOURI/
CITY OF WENTZVILLE, MISSOURI

WATER SERVICE AREA TERRITORIAL AGREEMENT

LATE-FILED EXHIBIT 4

AMENDMENT TO PAGE 5 OF THE TERRITORIAL AGREEMENT

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7. This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 247.172 RSMo. The term of this Agreement shall be twenty (20) years. Performance of the parties is contingent upon all of the following having occurred no later than May 1, 2001, unless such condition is waived, extended or modified by agreement in writing signed by an officer of each party hereto:

- a: All required approvals of the City's Board of Aldermen or City Council.
- b: All required approvals of the District's Board of Directors.
- c: Approval of the transaction by the Public Service Commission of Missouri.

8. The parties agree to undertake all actions reasonably necessary to implement this Agreement.

9. In the event any controversy or claim by or against either party arises out of this transaction or the subject matter hereof after the effective date of this Agreement, each party shall make available to the other copies of such relevant records as may reasonably be requested pertaining to the controversy or claim.

10. If either party shall default in their performance under this Agreement or in the event of a breach of this Agreement, which default or breach results in the expenditure of attorney's fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then the prevailing party shall receive their reasonable and actually incurred attorney's fees and costs in addition to any other damages recovered. In the event of a breach or threatened breach by either party the

The parties do hereby acknowledge that the foregoing is intended to correct an error appearing in page 5 of that certain Intergovernmental Territorial Agreement between the parties hereto dated February 9, 2000.



PUBLIC WATER SUPPLY DISTRICT
NO. 2 OF ST. CHARLES COUNTY,
MISSOURI

By: Catherine Cobb
Catherine Cobb, President

ATTEST:

Mike Dougherty
Mike Dougherty, Clerk

CITY OF WENTZVILLE, MISSOURI

By: Vicki Baerker
Mayor

ATTEST:

Vitala Stillman
City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF St Charles)

On this 26 day of September, 2000, before me appeared **Catherine Cobb** to me personally known, who, being by me duly sworn, did say that she is the President of **Public Water Supply District No. 2 of St. Charles County, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors; and said **Catherine Cobb** acknowledged said instrument to be the free act and deed of said corporation.

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.

KIM CANTRELL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES: JUNE 20, 2004

Kim Cantrell
Notary Public

My term expires:

June 20, 2004

STATE OF MISSOURI)
) SS:
COUNTY OF St. Charles)

On this 20 day of September, 2000, before me appeared Vickie Bradeker to me personally known, who, being by me duly sworn, did say that (s)he is the Mayor of the **City of Wentzville, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said she acknowledged said instrument to be the free act and deed of said City.

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.

Vitula Skillman
Notary Public

My term expires:

"OFFICIAL SEAL"
Vitula Skillman, Notary Public
St. Charles County, State of Missouri
My Commission Expires 3/17/2001