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March 9, 2001

FILED³
MAR 09 2001

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

Re: Case No. WO-2001-326
PWSD#3 of Franklin County, Missouri/City of Washington, Missouri
Water Territorial Agreement

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and eight (8) copies of Late-Filed Exhibit 4. Late-Filed Exhibit 4 contains substitute page 7 of the proposed Territorial Agreement, statement of counsel of both Joint Applicants acknowledging the revision to page 7 of the Territorial Agreement, and a notarized verification of Joint Applicant City of Washington acknowledging said change. The notarized verification of Joint Applicant PWSD#2 of Franklin County is not yet available but will be submitted early next week. A copy of this filing has been sent this date to counsel for all parties of record. Thank you.

Sincerely,

Brent Stewart
Brent Stewart

CBS/bt

Enclosure

cc: Cliff Snodgrass, General Counsel
John Coffman, OPC
Joel Brett
Robert Zick

Wo-
CASE NO. ~~WA~~-2001-326

PWSD#3 OF FRANKLIN COUNTY, MISSOURI
AND THE CITY OF WASHINGTON, MISSOURI

WATER TERRITORIAL AGREEMENT

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Service Commission

LATE-FILED EXHIBIT 4

AMENDMENT TO PAGE 7 OF THE TERRITORIAL AGREEMENT

MARCH 9, 2001

March 31, 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.

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

10. 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.

11. 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 other party shall be entitled to seek an injunction restraining the breach or threatened breach including enjoining the annexation of or water service to any areas not so designated and

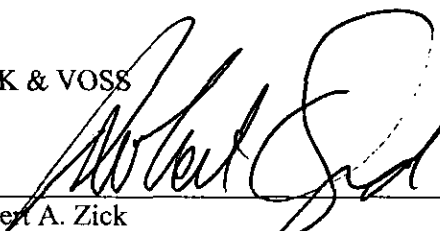
We, Joel D. Brett and Robert A. Zick, acknowledge the change of paragraph 8 on page 7 to reflect the date of March 31, 2001.

BARKLAGE, BARKLAGE, BRETT,
MARTIN & WIBBENMEYER, P.C.



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THE STATE OF MISSOURI

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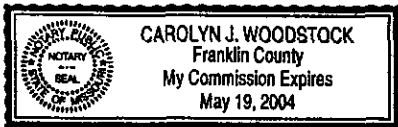
COUNTY OF FRANKLIN

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James A. Briggs, of lawful age, being duly sworn, states that he is the City Administrator of Applicant, City of Washington, Missouri, that he has read the above and foregoing Joint Application, including appendices attached hereto, that he acknowledges the change of paragraph 8 on page 7 to reflect the date of March 31, 2001, and that the statements made therein and the contents of the appendices attached hereto are true and correct according to his best information and belief.

James A. Briggs

Subscribed and sworn to before me this 8th day of March, 2001.



Carolyn J. Woodstock
Notary Public Carolyn J. Woodstock

My commission expires:

May 19, 2004