

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

In the Matter of Missouri-American Water Company            )  
Request for Authority to Implement a General Rate            )        Case No. WR-2015-0301  
Increase for Water and Sewer Service Provided in            )  
Missouri Service Areas.    )

**JOINT MOTION FOR APPROVAL OF ADDENDUM NO. 3 TO  
MISSOURI-AMERICAN WATER COMPANY’S SPECIAL CONTRACT WITH  
TRIUMPH FOODS, LLC**

COME NOW Missouri-American Water Company (“MAWC” or “Company”) and Triumph Foods, LLC (“Triumph”), pursuant to 4 CSR 240-2.080, and request the Missouri Public Service Commission (“Commission) to approve Addendum No. 3 to the Special Contract between MAWC and Triumph:

1. Triumph is the largest industrial consumer of water in the Company's service territory.
2. Triumph, formerly known as Premium Pork, LLC (“Triumph”), and MAWC, pursuant to the terms of Company’s Economic Development Rider tariff, entered into a Contract for the Retail Sale and Delivery of Potable Water dated September 2, 2003 (“Special Contract”). The Company and Triumph further entered into an Addendum to the Special Contract on October 8, 2003.
3. The Special Contract and Addendum were approved by the Commission in Case No. WT-2004-0192.
4. On May 24, 2010, MAWC, Triumph, and other parties to the Company’s general rate case, No. WR-2010-0131, filed a comprehensive Stipulation and Agreement which

contained a Highly Confidential Appendix D that set forth the basic terms of a proposed Addendum No. 2 to the Special Contract. Addendum No. 2 redefined the "commodity charge" under the Special Contract. In that case, the Company filed a Motion For Approval of Addendum No. 2, which the Commission granted on August 4, 2010 by approving Addendum No. 2.

5. In this case, Commission Staff witness James Busch testified that Staff did not propose any change to Triumph's rate, noting that the Special Contract should be reviewed in the Company's next general rate case. See Staff Exh. 11, James A. Busch, Rate Design Rebuttal Testimony, p. 25. Testimony filed by Geoff Marke of the Office of the Public Counsel concurred with Staff's position. See OPC Exh. 12, Geoff Marke Surrebuttal Testimony, p. 2, 21-22. Neither the Company nor Triumph disagreed with Staff's position. No other party took a position regarding the Special Contract.

6. The term "December 31, 2015" in Section 2 of Addendum No. 2 has now expired. The expiration of this term necessitates an extension. Thus, the Company and Triumph have agreed to an Addendum No. 3 to the Special Contract for this purpose.

7. Addendum No. 3, attached as Highly Confidential **Appendix 1-HC**<sup>1</sup>, for which this motion seeks Commission approval, sets forth the rate as it currently exists and extends the terms of Addendum No. 2, as previously approved by the Commission, without any substantive changes.

WHEREFORE, the Company and Triumph ask the Commission to approve Addendum

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<sup>1</sup> Per Commission Rule 4 CSR 240-2.135(1)(B).1 – "Material or documents that contain information relating directly to specific customers."

No. 3 of Triumph's Special Contract.

Respectfully submitted,

/s/ Dean L. Cooper  
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ATTORNEYS FOR TRIUMPH FOODS, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was e-mailed on this 26<sup>th</sup> day of April, 2016, to counsel for the parties in this case.

/s/ Dean L. Cooper