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May 4, 2000

FILED³

MAY 04 2000

Mr. Dale Hardy Roberts
Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Missouri Public
Service Commission

**RE: Missouri-American Water Company - Consolidated Case Nos. WR-2000-281
and SR-2000-282**

Dear Mr. Roberts:

Enclosed for filing in the above-referenced proceeding please find an original and eight copies of a Notice of Withdrawal from Stipulation and Agreement.. Please stamp the enclosed extra copy "filed" and return same to me.

Thank you very much for your attention to this matter.

Sincerely,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:

Dean Cooper by *Ry*
Dean L. Cooper

DLC/rhg
Enclosures

cc: Office of the Public Counsel
Mr. Keith Krueger
Ms. Shannon Cook
Mr. Louis Leonatti
Mr. Jim Fischer
Mr. Leland Curtis
Mr. Brent Stewart
Mr. James Duetsch

Mr. Joseph Moreland
Mr. Stu Conrad
Ms. Lisa Robertson
Ms. Diana M. Vuylsteke
Mr. Karl Zobrist

FILED³

MAY 04 2000

Missouri Public
Service Commission

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

In the Matter of Missouri-American)	
Water Company's Tariff Sheets Designed)	
to Implement General Rate Increases for)	Case No. WR-2000-281
Water and Sewer Service provided to)	Case No. SR-2000-282
Customers in the Missouri Service Area)	
of the Company.)	

**NOTICE OF WITHDRAWAL FROM
STIPULATION AND AGREEMENT**

COMES NOW Missouri-American Water Company ("MAWC" or "Company") and, as its Notice of Withdrawal from Stipulation and Agreement, states to the Missouri Public Service Commission ("Commission") as follows:

1. On February 23, 2000, MAWC, Staff and the OPC filed with the Commission a Stipulation and Agreement concerning the disposition of this case.
2. On March 3, 2000, in its Order Denying Rehearing and Concerning AAO, the Commission determined that it would convene an evidentiary hearing to address both MAWC's Motion for Reconsideration of Order Concerning AAO and the Stipulation and Agreement.
3. After the consideration of several pleadings concerning the Stipulation and Agreement, the Commission issued its Order Concerning Non-Unanimous Stipulation and Agreement, Denying Motion to Modify Procedural Schedule, Granting Reconsideration as to Accounting Authority Order and Denying Motion to Compel on March 23, 2000. This Order, among other things, found that although "the Objecting Intervenors have not, by requesting a hearing on "all issues in the case," given notice of "the specific issues which it is disputing," "The Commission understands Fischer to mean that it cannot, by any procedural gymnastics, impose a non-unanimous stipulation and agreement on objecting parties and thereby dispose of a

145

contested case.” Therefore the Commission further found that it would grant the Objecting Intervenor’s “request for a hearing on ‘all issues in the case,’ pursuant to the existing procedural schedule.” The existing procedural schedule called for a hearing on June 5-9, 2000 and June 15-16, 2000.

4. The terms of the Stipulation and Agreement expressly state as follows as to the parties obligations:

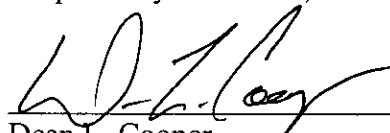
- a) *“If the Commission issues an order adopting the terms and conditions of this Stipulation and Agreement in its entirety, MAWC will then withdraw its pending revised tariff sheets, which are the subject of Commission Case Nos. WR-2000-281 and SR-2000-282, and file new, revised water and sewer tariff sheets no later than May 31, 2000, in order to initiate new permanent rate cases.”* para. 6 (emphasis added); and,
- b) *“In the event the Commission does not approve and adopt this Stipulation and Agreement in its entirety, then, under those circumstances, the parties agree that this Stipulation and Agreement shall be void and no party shall be bound by any of the agreements or provisions hereof.”* para. 15 (emphasis added).

5. As indicated above, if the terms of the Stipulation and Agreement were approved in their entirety, MAWC was required to withdraw the tariffs which are the subject of this case and file revised tariffs no later than May 31, 2000. The Commission’s decision to consider the Stipulation and Agreement “pursuant to the existing procedural schedule,” means that the Stipulation and Agreement will not be considered until some time after the June, 2000 hearing dates in this matter. Thus, it is impossible for the Commission to “approve and adopt the Stipulation and Agreement in its entirety” as called for by the terms of the Stipulation.

6. The Stipulation and Agreement is therefore "void and no party shall be bound by any of the agreements or provisions." Accordingly, MAWC hereby notifies the Commission of its withdrawal from the Stipulation and Agreement filed with the Commission on February 23, 2000.

WHEREFORE, MAWC respectfully notifies the Commission of its withdrawal from the Stipulation and Agreement filed with the Commission on February 23, 2000.

Respectfully submitted,



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ATTORNEYS FOR MISSOURI-AMERICAN
WATER COMPANY

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered on this 4th day of May, 2000, to the following:

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