

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

In the Matter of Mid MO Sanitation LLC)
for a Certificate of Convenience and)
Necessity Authorizing it to Own, Operate)
Maintain, Control and Manage a Sewer)
System in Callaway County, Missouri.)
Case No. SA-2009-0319

UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW Mid MO Sanitation LLC (Mid MO or Company), the Staff of the Missouri Public Service Commission (Staff) and the Office of the Public Counsel (Public Counsel), and respectfully state to the Missouri Public Service Commission (Commission) that, as a result of negotiations, the undersigned parties (Signatories) have reached the stipulations and agreements contained herein.

1. **Issues Settled.** This Unanimous Stipulation and Agreement is intended to settle, among the Signatories for purposes of the above captioned case, the issues of whether Mid MO's request for a Certificate of Convenience and Necessity authorizing it to own, operate, maintain, control and manage a sewer system in Callaway County, Missouri is necessary or convenient for the public service and if so, what Mid MO's annual revenue requirement, and customer charges are for the purposes of its initial rates. The Signatories recommend that the Commission accept this Unanimous Stipulation and Agreement as a fair compromise of their respective positions on these issues.

2. **Request is Necessary or Convenient for the Public Service.** The Signatories agree that the request for a Certificate of Convenience and Necessity authorizing Mid MO to own, operate, maintain, control and manage a sewer system in Callaway County, Missouri is

necessary or convenient for the Public Service. Therefore, the Signatories request that the Commission grant Mid MO's request for a Certificate of Convenience and Necessity in this case.

3. **Annual Revenue Requirement.** For the purposes of this case, the Signatories agree that Mid MO's annual revenue requirement will be established at \$22,500. The Signatories further agree that this revenue requirement will result in a flat customer charge of \$64.66 per month for residential customers and \$96.98 per month for commercial customers. Mid MO agrees to file proposed tariffs reflecting the agreed-upon annual revenue requirement and customer charges by June 1, 2009, and that such tariffs shall contain an effective date which is no earlier than July 1, 2009. The Signatories agree that Mid MO is to commence a Small Utility Rate Case, pursuant to 4 CSR 240-3.050, within ninety (90) days of the effective date of the Commission Order approving the terms of this Unanimous Stipulation and Agreement. The Signatories also agree that the rates agreed to in this case will be interim subject to a customer refund or credit based upon the rates established in the Small Utility Rate Case. Therefore, the Signatories request that the Commission issue an Order: (1) setting the annual revenue requirement in this case at \$22,500 subject to a customer refund or credit based upon the results of a Small Utility Rate Case; (2) requiring Mid MO to file a Small Utility Rate Case pursuant to 4 CSR 240-3.050 within ninety (90) days of the effective date of the Commission's approval in this case; (3) setting a flat customer charge of \$64.66 per month for residential customers and \$96.98 per month for commercial customers; and, (4) requiring Mid MO to file proposed tariffs reflecting the agreed-upon annual revenue requirement and customer charges by June 1, 2009, with an effective date which is no earlier than July 1, 2009.

Contingent Waiver of Rights

4. This Unanimous Stipulation and Agreement is being entered into solely for the purpose of settling the identified issues in the case that is listed above. Unless otherwise explicitly provided herein, none of the Signatories to this Unanimous Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue-related methodology. Other than explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Unanimous Stipulation and Agreement in these or any other proceeding regardless of whether this Unanimous Stipulation and Agreement is approved.

5. This Unanimous Stipulation and Agreement has resulted from negotiations among the Signatories and the terms hereof are interdependent. If the Commission does not approve this Unanimous Stipulation and Agreement unconditionally and without modification, then this Unanimous Stipulation and Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof, except as explicitly provided herein.

6. If the Commission does not approve this Unanimous Stipulation and Agreement without condition or modification, and notwithstanding the provision herein that it shall become void; neither this Unanimous Stipulation and Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has for a decision in accordance with §536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Unanimous Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or

received in support of this Unanimous Stipulation and Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

7. In the event the Commission accepts the specific terms of this Unanimous Stipulation and Agreement without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to §536.080.1 RSMo 2000; their respective rights to reading of the transcript by the Commission pursuant to §536.080.2 RSMo 2000; their respective rights to seek rehearing, pursuant to §536.500 RSMo 2000; and their respective rights to judicial review pursuant to §368.510 RSMo 2000. This waiver applies only to a Commission order approving this Unanimous Stipulation and Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Unanimous Stipulation and Agreement.

Right to Disclose

8. The Staff may file suggestions or a memorandum in support of this Unanimous Stipulation and Agreement. Each of the Parties shall be served with a copy of any such suggestions or memorandum and shall be entitled to submit to the Commission, within five (5) days of receipt of Staff's suggestions or memorandum, responsive suggestions or a responsive memorandum, which shall also be served on all Parties. The contents of any suggestions or memorandum provided by any Party are its own and are not acquiesced in or otherwise adopted

by the other Signatories to this Unanimous Stipulation and Agreement, whether or not the Commission approves and adopts this Unanimous Stipulation and Agreement.

9. The Staff also shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests; provided, that the Staff shall, to the extent reasonably practicable, provide the other Parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to Commission Rule 4 CSR 240-2.135.

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Unanimous Stipulation and Agreement.

Respectfully submitted,



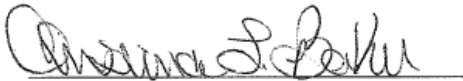
Dean L. Cooper #36592
BRYDON SWEARENGEN &
ENGLAND P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
(573) 635-7166
(573) 634-7431 (fax)
dcooper@brydonlaw.com

ATTORNEY FOR MID MO
SANITATION LLC



Eric Dearmont #60892
Assistant General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
(573) 751-5472
(573) 751-9285 (fax)
eric.dearmont@psc.mo.gov

ATTORNEY FOR THE STAFF OF THE
MISSOURI PUBLIC SERVICE COMMISSION



Christina L. Baker #58303
Senior Public Counsel
P.O. Box 2230
Jefferson City, MO 65102
(573) 751-5565
(573) 751-5562 (fax)
christina.baker@ded.mo.gov


ATTORNEY FOR THE OFFICE OF
THE PUBLIC COUNSEL

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, emailed or hand-delivered to the following this 24th day of May 2009:

Eric Dearmont
General Counsel Office
Missouri Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
eric.dearmont@psc.mo.gov

Christina Baker
Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102
christina.baker@ded.mo.gov


Dean L. Cooper