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July 9, 2009

Missouri Public Service Commission  
Governor Office Building  
200 Madison St.  
P.O. Box 360  
Jefferson City, MO 65102

**FILED ELECTRONICALLY**

RE: Case No. WC-2010-0010  
Correction to filing of 7/8/2009

Dear Sir or Madam:

Please be advised that on 7/8/2009 the undersigned filed a Complaint on behalf of the City of O'Fallon vs. Missouri-American Water Company and Public Water Supply District No. 2 of St. Charles County, Missouri. It has been brought to our attention that the Complaint did not contain Page 6 as it apparently was skipped when scanned into PDF form for filing. As such, I am attaching PAGE 6 of the Complaint and would ask that it be filed in this case to be included in the Complaint.

If further information is required, please advise. Thank you for your assistance in this matter.

Very truly yours,



Leland B. Curtis

LBC/kvb  
Attachment

water by another water provider. This is especially the case here as whichever party supplies O'Fallon will have to construct facilities to do so. No duplication of facilities or stranded investment will result from providing wholesale water service to O'Fallon in this situation.

### **UNLAWFUL**

17. The territorial agreement statute states that the Territorial Agreement may have no effect on O'Fallon. Section 247.172.6, RSMo, states that "Commission approval of any territorial agreement entered into under the provisions of this section shall in no way affect or diminish the rights and duties of any water supplier not a party to the agreement to provide service within the boundaries designated in such territorial agreement." In fact, the Joint Application filed by MAWC and the District in Case No. WO-2001-441 affirmatively states that the "Agreement in no way affects or diminishes the rights and duties of any water supplier not a party to the Agreement to provide service within the boundaries designated in the Agreement." Joint Application, para. 8.

18. An interpretation of the Territorial Agreement that would require O'Fallon to purchase wholesale water exclusively from the District at a price that is substantially greater than that for which it can purchase that water from MAWC would certainly affect or diminish the rights and duties of O'Fallon - a water supplier that was not a party to the agreement. Such a result would therefore be unlawful.

### **CONCLUSION**

19. MAWC's unwillingness to provide sale for resale service to O'Fallon at MAWC's tariff rate is a violation of Section 393.130.3, RSMo, in that it subjects O'Fallon to an undue or unreasonable prejudice or disadvantage for the reasons stated herein.