

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
JEFFERSON CITY
March 22, 2001**

CASE NO: WO-2001-326

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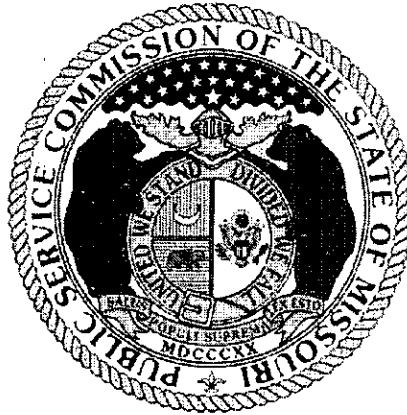
Enclosed find certified copy of a REPORT AND ORDER in the above-numbered case(s).

Sincerely,



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

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



In the Matter of the Joint Application of the)
Public Water Supply of District No. 3 of)
Franklin County, Missouri, and the City of)
Washington, Missouri, for Approval of a)
Territorial agreement Concerning Territory)
Encompassing Part of Franklin County,)
Missouri.)

Case No. WO-2001-326

REPORT AND ORDER

Issue Date:

March 22, 2001

Effective Date:

March 27, 2001

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of the)
Public Water Supply of District No. 3 of)
Franklin County, Missouri, and the City of)
Washington, Missouri, for Approval of a) Case No. WO-2001-326
Territorial agreement Concerning Territory)
Encompassing Part of Franklin County,)
Missouri.)

APPEARANCES

Charles Brent Stewart, Stewart & Keevil, L.L.C., 1001 Cherry Street, Suite 302, Columbia, Missouri 65201, for Franklin County and the City of Washington.

John B. Coffman, Deputy Public Counsel, Office of the Public Counsel, Post Office Box 7800, Jefferson City, Missouri 65102, for the Office of the Public Counsel and the public.

Cliff Snodgrass, Senior Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the staff of the Missouri Public Service Commission.

REGULATORY LAW JUDGE: **Keith Thornburg.**

REPORT AND ORDER

Procedural History

On November 27, 2000, Public Water Supply District No. 3 of Franklin County, Missouri (District), and the City of Washington, Missouri (City) (collectively referred to as "Applicants"), pursuant to Section 247.172, RSMo 2000, filed a joint application requesting that the Commission determine that their proposed territorial agreement, designating the service territory of each of the Applicants, is not detrimental to the public interest. The parties filed an Amended Joint Application for Approval of a Territorial Agreement on January 3, 2001, to remedy certain omissions from or defects with the original application.

The Applicants filed their Territorial Agreement with their application. On February 5, 2001, the Applicants filed Appendix B to their application, which consists of a legal description designating the boundaries under the territorial agreement. On March 9, 2001, the parties filed a corrected page 7 of their territorial agreement. The territorial agreement (corrected) and legal description are attached to this Report and Order as Attachment A.

The Commission issued an Order and Notice on January 5, 2001, directing parties wishing to intervene in the case to do so by January 22, 2001. No applications to intervene were filed.

On February 22, 2001, Applicants, the Office of the Public Counsel (Public Counsel), and the Staff of the Missouri Public Service Commission (Staff) filed a Unanimous Stipulation and Agreement stating that the territorial agreement will enable the Applicants to avoid wasteful and costly duplication of water utility services within the affected service areas, that the agreement is not detrimental to the public interest and recommending approval of the agreement. A copy of the Stipulation and Agreement is attached to this order and incorporated herein as Attachment B.

The Commission held an evidentiary hearing pursuant to statute on March 5, 2001. All parties were represented at the evidentiary hearing. Section 247.172.4, RSMo 2000.

Discussion

The District is a political corporation of the state of Missouri, established and existing pursuant to Chapter 247, RSMo, engaged in providing water service to the public in Franklin County, Missouri. The City is a municipal corporation presently operating a municipally owned

water utility located in Franklin County, Missouri. Applicants are subject to the Commission's jurisdiction for purposes of this territorial agreement under the provisions of Section 247.172, RSMo.

Applicants jointly applied for approval of a territorial agreement that would designate the boundaries of the water service areas of each of the Applicants in order to avoid duplication of services in overlapping areas. The territorial agreement also sets out the powers that each applicant grants to the other to operate within their respective boundaries. The territorial agreement does not require the transfer of any customers between the Applicants.

Before approving the proposed territorial agreement, the Commission must determine that it is not detrimental to the public interest. The first factor the Commission will consider in deciding the appropriateness of this territorial agreement is the extent to which the agreement eliminates or avoids unnecessary duplication of facilities. The Applicants stated in their application and Staff's witness, Dale Johansen, testified at the hearing that the designated boundaries avoid duplication of facilities in the affected areas.

Second, the Commission will consider the ability of each party to the territorial agreement to provide adequate service to the customers in its exclusive service area. Mr. Johansen testified at the hearing that the Applicants have the ability to make available adequate water supplies in their designated service areas.

The third area for Commission concern is the effect of approval of the territorial agreement on customers of the Applicants. Mr. Johansen testified that no existing customers will have their water service provider changed as a result of this territorial agreement. Only future customers will be affected.

Fourth, the Commission will consider a category of other cost or safety benefits attributed to the proposed territorial agreement. Mr. Johansen testified that the agreement would preclude destructive competition between the City and the District to the benefit of their customers.

Mr. Johansen testified that it is Staff's opinion that the agreement is not detrimental to the public interest.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact. The Commission, in making this decision, has considered the positions and arguments of all of the parties. Failure to specifically address a piece of evidence, position or argument of any party does not indicate that the Commission has failed to consider relevant evidence, but indicates rather that the omitted material was not dispositive of this decision.

The Commission finds that approval of the territorial agreement signed by the Applicants on August 3, 2000, would avoid future duplication of facilities. The Commission finds that the Applicants are capable of adequately and safely providing the water service, and maintenance needs of the customers in their service areas as designated in the proposed territorial agreement. The Commission further finds that the overall effect of the proposed territorial agreement would not be harmful to ratepayers, and that the agreement would promote efficiency.

Conclusions of Law

The Missouri Public Service Commission has reached the following conclusions of law.

The Missouri Public Service Commission has jurisdiction over the territorial agreement between the District and the City as specified in Section 247.172, RSMo.

When a public water supply district and a municipality enter into a territorial agreement, the agreement must be approved by the Commission after hearing. Section 247.172, RSMo. The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. Section 247.172, RSMo. Based on the findings of fact it has made, the Commission concludes that the territorial agreement proposed by the District and the City is not detrimental to the public interest and should be approved.

IT IS THEREFORE ORDERED:

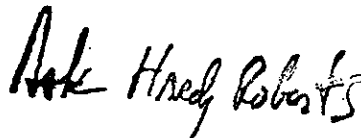
1. That the Territorial Agreement attached to this order as Attachment A between Public Water Supply District No. 3 of Franklin County, Missouri, and the City of Washington, Missouri, is approved.

2. This Report and Order shall become effective on March 27, 2001.

3. That this case may be closed on March 28, 2001.

BY THE COMMISSION

(S E A L)



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

Lumpe, Ch., Drainer, Murray,
and Simmons, CC., concur and certify
compliance with the provisions of
Section 536.080, RSMo 2000.
Schemenauer, C., absent.

Dated at Jefferson City, Missouri,
on this 22nd day of March, 2001.

APPENDIX A

INTERGOVERNMENTAL TERRITORIAL AGREEMENT

THIS AGREEMENT made and entered into this 7th day of August, 2000, by and between Public Water Supply District No. 3 of Franklin County, Missouri (hereinafter the "District") and the City of Washington, Missouri (hereinafter the "City").

WHEREAS, the District is a political corporation of the State of Missouri located in Franklin County organized and existing under Sections 247.010 et seq. for the purpose of providing potable water, ample in quantity for all needful purposes and pure and wholesome in quality, furnished from common sources of supply to many inhabitants of the District previously denied such privileges thereby promoting public health and sanitation, and making available conveniences not otherwise possible for the general public welfare; and

WHEREAS, the City is a political subdivision of the State of Missouri organized and existing as a third class city located in Franklin County operating municipally owned utility systems, including water serving the City; and

WHEREAS, the District's and the City's boundaries do overlap in certain portions of their respective areas due to the annexation of certain areas to the City; and

WHEREAS, the District anticipates that the City will annex additional property within the District and said City will desire to provide water service to the District customers or would-be customers; and

WHEREAS, Section 247.172 RSMo. provides that competition to sell and distribute water, as between and among public water supply districts and municipally owned utilities may be displaced by written territorial agreements upon approval of the Missouri Public Service Commission; and

WHEREAS, the District and the City desire to enter into this Agreement in order to avoid wasteful duplication of facilities, stranded investment and underutilized system capacity and to allow orderly development, efficient planning for water systems, expansion and improvement, effective utilization of existing and future system capacity, efficient service and to minimize disputes which may result in higher costs in serving each party's respective inhabitants.

NOW THEREFORE, in consideration of the mutual covenants, conditions, obligations, promises, restrictions and agreements herein contained, the District and the City agree as follows:

1. For purposes of this Agreement, the following terms shall have the following meaning.
 - a. City: the City of Washington, Missouri.
 - b. Customer: includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the

State of Missouri or the U.S. Government or any other legal entity which has requested or is receiving water or sewage collection and treatment service. Any customer who has requested or is receiving water service at more than one structure shall be a new a different customer at each structure at which water or sewage collection and treatment service has been requested.

c. Customer service lines: includes all water service lines from the water main to the customer.

d. District: Public Water Supply District No. 3 of Franklin County, Missouri.

e. Service: shall mean water supply to a customer.

f. Structure: shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus. A "structure" shall include an original structure and any contiguous addition to or expansion thereto and a replacement of a previously existing structure.

2. The District shall have the absolute and exclusive right to provide service to all existing and future customers located within the service area as shown on Exhibit "A" notwithstanding that any portion of said service area may be annexed by the City after the effective date of this Agreement; however, the City shall not provide or offer to provide water service to those areas so annexed and is barred from doing so under the terms of this Agreement.

3. The City shall have the exclusive right to provide service to all existing and future customers located within the area highlighted in Exhibit "B" if and when such areas highlighted in Exhibit "B" are annexed by the City; provided, however, that the City shall pay to the District the sum of \$100.00 per acre for those areas annexed and served by the City. For instance, the City

has annexed the development known as Stone Crest Subdivision comprised of 124 acres. The City shall pay to the District the sum of \$12,400.00 prior to providing service to said subdivision. The District may detach such areas as necessary to comply with this Agreement or may permit the area to remain within the District subject to this Agreement.

The rate of \$100.00 per acre payment to the District for annexation and service to those areas highlighted in Exhibit B shall apply during the first five (5) consecutive years from the date of this Agreement. Thereafter, the rate per acre shall increase \$10.00 per acre each year after the first five (5) years. For example, during year six, the price per acre shall be \$110.00 and so on. Payment is due at the time the annexation is approved and the City agrees to provide the water service.

Provided further, that the City/Developer may, at its option elect to proceed with detachment and annexation pursuant to the provisions of Sections 247.031 or 247.170 RSMo. or both or any similar statutory detachment in lieu of the per acre fee.

4. Neither party may furnish, make available, render or extend service to a structure or customer or for use within the territory of the other party either directly, indirectly or through another entity controlled by the party, in whole or in part, excepting sales to each other.

5. The location of a structure or customer for purposes of this Agreement shall be the geographical location at which service is actually used,

regardless of the metering point or point of delivery. The first owner of a new structure who requests and receives service at a structure which is located on or crossed by any mutual boundary line described in Paragraphs 2 and 3 dividing the service territories of the parties shall be permitted to choose either party for permanent service. Thereafter, that party shall exclusively serve that structure.

6. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the service area of the other. Such Agreement shall be in writing.

Such Addendum referred to above shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel. There will be no filing fee for these Addenda.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served which acknowledges such customer's receipt of notice of the contemplated service to be provided and that the Addendum represents an exception to the territorial boundaries approved by

the Public Service Commission and shall indicate the customer's consent to be served by the Party contemplated by the Addendum.

7. If the Staff of the Public Service Commission or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. However, if a pleading in opposition to the Addendum is filed by the above listed parties, the Commission shall schedule an evidentiary hearing at the earliest reasonable opportunity to determine whether the Addendum should be approved. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel has forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service until the commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Addendum until the effective date of an Order of the Commission or a court regarding the removal of same.

8. This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 247.172 RSMo. The term of this Agreement shall be perpetual. Performance of the parties is contingent upon all of the following having occurred no later than

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

in violation of this Agreement, in addition to any other remedies available at law or in equity.

12. If the Public Service Commission of Missouri does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

13. Neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission.

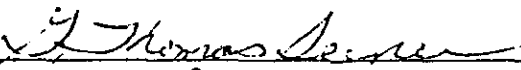
14. This Agreement shall be binding on the parties and all successors, assigns or affiliates of the City and the District.

15. This Agreement shall in no way affect either party's right to construct such distribution, storage, pumping, production and transmission facilities within the designated service area of the other as that party deems necessary, appropriate or convenient to provide service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law.

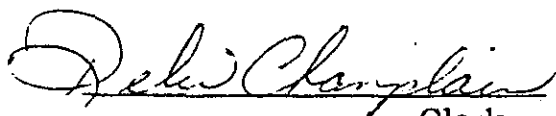
16. This Agreement constitutes the entire agreement between the parties relating to the allocation of service rights in the territory described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this
3rd day of August, 2000.

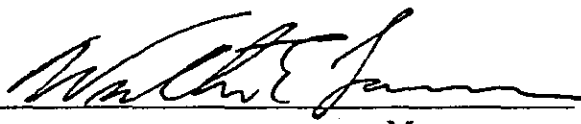
PUBLIC WATER SUPPLY DISTRICT
NO. 3 OF FRANKLIN COUNTY,
MISSOURI

By: 
THOMAS SEENER, President


ATTEST:

, Clerk

CITY OF WASHINGTON, MISSOURI

By: , Mayor

ATTEST:

, City Clerk

STATE OF MISSOURI)
COUNTY OF Franklin) ss.

On this 3rd day of August, 2000, before me appeared G. Thomas Seener, to me personally known, who, being by me duly sworn, did say that (s)he is the President of Public Water Supply District No. 3 of Franklin County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors; and said G. Thomas Seener acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Debra A Huffman
Notary Public

My Commission Expires:

DEBRA A HUFFMAN
NOTARY PUBLIC STATE OF MISSOURI
FRANKLIN COUNTY
MY COMMISSION EXP NOV 3, 2000

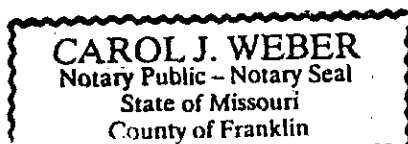
STATE OF MISSOURI)
COUNTY OF Franklin) ss.

On this 7th day of August, 2000, before me appeared Walter E. Larson, to me personally known, who, being by me duly sworn, did say that (s)he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Council; and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carol J. Weber
Notary Public

My Commission Expires:



APPENDIX B

Case No. WO-2001-326

DESCRIPTION:

Beginning at the intersection of the east right-of-way of Missouri State Highway "47" and the south line of Township 44 North, Range 1, West of the 5th P.M.; thence Easterly along said south line to the intersection of said south line with the west line of U.S. Survey No. 1964, thence leaving said intersection Easterly to the intersection of the east line of said U.S. Survey No. 1964 with said south line of Township 44 North; thence leaving said intersection Northeasterly along said east line to the northeast corner of said U.S. Survey No. 1964; thence Northwesterly along the north line of said U.S. Survey No. 1964 to the southeast corner of Fractional Section 36; thence leaving said north line Northerly along the east line of said Fractional Section 36 to a point on the south line of U.S. Survey No. 404; thence leaving said east line Southeasterly along said south line to the southeast corner of said U.S. Survey No. 404; thence Northeasterly along the east line of said U.S. Survey No. 404 to the Franklin County line.

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

FILED²

FEB 22 2001

**Missouri Public
Service Commission**

In the Matter of the Joint Application of)
the Public Water Supply District No. 3 of)
Franklin County, Missouri, and the City of)
Washington, Missouri, for Approval of a)
Territorial Agreement Concerning)
Territory Encompassing Part of Franklin)
County, Missouri.)

Case No. WO-2001-326

UNANIMOUS STIPULATION AND AGREEMENT

COME NOW the Staff of the Missouri Public Service Commission ("Staff"), Public Water Supply District #3 of Franklin County, Missouri ("District"), the City of Washington, Missouri ("City"), and the Office of the Public Counsel ("OPC"), by their undersigned counsel, and for their Unanimous Stipulation and Agreement ("Stipulation") stipulate and agree as follows:

1. On August 7, 2000, the District and the City ("Applicants") executed an Intergovernmental Territorial Agreement ("Territorial Agreement") pursuant to Section 247.172, RSMo 1994. On November 27, 2000, the District filed with the Missouri Public Service Commission ("Commission") an Application for Public Service Commission Review. Concurrent with the filing of this application, the District submitted the required filing fee to the Commission. Thereafter, on December 7, 2000, the Commission issued an Order Directing Filing, in which it stated that the said application did not comply with Commission rules and directed the District, and the City, if appropriate, to file an amended pleading to remedy the defects in the original application.

2. On January 3, 2001, the District and the City filed their Amended Joint Application for Approval of a Territorial Agreement ("Amended Joint Application"), wherein they requested that the Commission approve the Territorial Agreement. The Amended Joint Application stated that it "does not affect any existing customers of either the District or the City." Since the Agreement affects only new customers of the District and the City, it was not necessary for the Applicants to attach a listing of customers affected by the Agreement to the Joint Application.

3. On January 5, 2001, the Commission issued its Order and Notice ("Order") directing the Applicants, the Staff and the OPC ("Parties") to file a proposed procedural schedule on or before January 25, 2001. The Commission's Order required that the proposed schedule provide for a hearing to take place on or before March 9, 2001. The Commission's Order also directed that notice of the Joint Application be given to the County Commission of Franklin County, the members of the General Assembly representing the Applicants' service areas and the newspapers that serve the Applicants' service areas. The Commission's Order set an intervention deadline date of January 22, 2001. The Commission's Order also granted a temporary waiver of the Applicants' obligation to file a legal description, but required that the legal description be filed not later than ten days prior to the hearing on the Amended Joint Application.

4. No requests for intervention in the case were received by the intervention deadline date, nor have any late-filed requests for intervention been received.

5. On January 25, 2001, the Staff, on its own behalf and on behalf of the District, the City and the OPC, filed a Proposed Procedural Schedule as directed by the Commission's January 5th Order. The proposed schedule stated that the parties would file a stipulation and

agreement by no later than February 22, 2001, and it requested that the required evidentiary hearing be held on March 5, 2001.

6. On February 5, 2001, the Joint Applicants filed Appendix B to the Amended Joint Application, which consists of a legal description designating the boundaries under the Agreement and a signed transmittal letter from Cochran Engineering & Surveying.

7. On February 6, 2001, the Commission issued an Order Scheduling Hearing wherein it scheduled an evidentiary hearing in this case for March 5, 2001, beginning at 1:30 p.m.

8. The Territorial Agreement designates the boundaries of the respective water service areas of the District and the City, as set forth in Exhibits A and B attached to the Territorial Agreement and as further defined by Appendix B to the Amended Joint Application.

9. The Agreement specifies any and all powers granted to the District by the City to operate within the corporate boundaries of the City. The Agreement specifies any and all powers granted to the City by the District to operate within the boundaries of the District.

10. The Agreement will enable the Applicants to avoid wasteful and costly duplication of water utility services within the affected service areas and will displace destructive competition between the Applicants, all to the benefit of the Applicants' respective customers.

11. The Joint Application acknowledges that the Agreement in no way affects or diminishes the rights and duties of any water supplier that is not a party to the Agreement to provide service within the boundaries designated in the Agreement.

12. The Parties agree that the Agreement meets the requirements of Section 247.172, RSMo 2000. The Parties further agree that the Agreement is not detrimental to the public interest and that the Commission should so find.

13. The Parties agree that the testimony to be provided at the evidentiary hearing for this case will be limited to the Staff calling one witness to provide testimony in support of the Amended Joint Application, the Territorial Agreement and this Stipulation, unless otherwise requested by the Commission in advance of the hearing. The Applicants will, however, have representatives available at the evidentiary hearing to answer questions from the Commission and the presiding officer.

14. This Stipulation has resulted from negotiations among the Parties and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation in total, then this Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the Parties to take other positions in other proceedings.

15. Inasmuch as there will be an evidentiary hearing in this case, as required by statute, the Staff shall only submit a memorandum explaining its rationale for entering into this Stipulation if the Commission requests such a memorandum in advance of the evidentiary hearing for this case. Each Party to the case shall be served with a copy of any such memorandum and shall be entitled to submit to the Commission, within five business days of receipt of Staff's memorandum, a responsive memorandum that shall also be served on all parties. All memoranda submitted to the Commission under the terms of this paragraph shall be considered privileged in the same manner as are settlement discussions under the Commission's rules and shall thus be maintained on a confidential basis by all Parties. Such memoranda shall not become a part of the record of this proceeding or bind or prejudice the party submitting such memorandum in any future proceeding, whether or not the Commission approves and adopts this

Stipulation. The contents of any memorandum submitted to the Commission under the terms of this paragraph by any Party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

16. The Staff shall also have the right to provide, at any agenda meeting at which this Stipulation 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 the Staff. The 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 any protective order issued in this case.

17. As noted in Paragraph 13 above, the Staff will provide its testimony in support of the Amended Joint Application, the Territorial Agreement and this Stipulation at the evidentiary hearing scheduled for March 5, 2001.

WHEREFORE, the parties respectfully request that the Commission issue its Order approving the Amended Joint Application, the Territorial Agreement and this Stipulation.

Respectfully submitted,

DANA K. JOYCE
General Counsel

Charles Brent Stewart by KRK

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Stewart & Keevil, L.L.C.
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Stewart499@aol.com

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Attorney for the Staff of the
Missouri Public Service Commission

M. Ruth O'Neill by KRK

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573-751-1304 (telephone)
573-751-5562 (facsimile)

Attorney for the Office of the Public Counsel

Certificate of Service

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 22nd day of February 2001.

Keith R. Krueger

ALJ/Sec'y:

Thorndyke/Pope

Date Circulated

3-16

CASE NO.

MO-2001-326

LL
Lumpke, Chair

WJF
Drauer, Vice Chair

DM
Murray, Commissioner

KS
Schenenauer, Commissioner

KS
Simmons, Commissioner

Agenda Date

3-22

Action taken:

4-OAS

Must Vote Not Later Than

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and

I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,

Missouri, this 22nd day of March 2001.

Dale Hardy Roberts

Dale Hardy Roberts

Secretary/Chief Regulatory Law Judge

