

**WASINGER, PARHAM, MORTHLAND,  
TERRELL & WASINGER, L.C.**

Attorneys at Law  
2801 St. Marys Avenue  
P. O. Box 962  
Hannibal, Missouri 63401-0962  
Phone (573) 221-3225 FAX No. (573) 221-1991

JOHN B. MORTHLAND  
JAMES D. TERRELL  
MARK S. WASINGER  
CASEY J. WELCH  
NEIL F. MAUNE, JR.  
RYAN SCHUENKE

MARION F. WASINGER  
(1929-1998)  
AUSTIN PARHAM  
(1947-2001)

September 26, 2005

**FILED<sup>3</sup>**

**SEP 27 2005**

**Missouri Public  
Service Commission**

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

Re: Application of Consolidated Public Water Supply  
District No. 1 of Clark County, Missouri and City  
of Canton, Missouri for Approval of Territorial Agreement  
Our File No. 04-060

Dear Mr. Roberts:

I am enclosing herewith the following:


1. \$250.00 filing fee check from Consolidated Public Water Supply District No. 1 of Clark County, Missouri;
2. \$250.00 filing fee check from the City of Canton, Missouri; and
3. The original and eight copies of Joint Application of Consolidated Public Water Supply District No. 1 of Clark County, Missouri and City of Canton, Missouri for Approval of Territorial Agreement pursuant to Section 247.172 RSMo.

I am concurrently herewith mailing a copy of this letter and a copy of the Joint Application to the office of public counsel.

Very truly yours,

**WASINGER, PARHAM, MORTHLAND,  
TERRELL & WASINGER, L.C.**

By

  
Neil F. Maune, Jr.

NFM:rw  
Enclosures

cc: Mr. Lewis R. Mills, Jr., Office of Public Counsel  
Mr. Dennis Smith  
Mr. Bob Blessing

CITY OF CANTON CANTON, MISSOURI 63435

COMMENT:

MO PUBLIC SERVICE COMM.  
GOVERNER'S OFFICE BLDG  
PO BOX 360  
JEFFERSON CITY MO 65101-0000

SUPPLIER NUMBER 1664 9/16/05  
CHECK NO 39766 PUBLIC UTILITIES  
POSTED TO: SES 116 TRACE 435  
POSTED ON: SEP 16, 2005  
AMOUNT \$250.00  
DESCRIPTION: 1/2 FEE/RCDW/PUBSVCCOM

LEMCO FORM C1

CONS. PUBLIC WATER SUPPLY DIST. NO. 1  
OF CLARK COUNTY

<u>Invoice Number</u>	<u>PO Number</u>	<u>Inv Date</u>	<u>Description</u>
		9/2/05	LITIGATION CANTON

<u>Check No</u>	<u>Check Date</u>
3817	9/2/05

3817

Amount

\$250.00

\$250.00

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED<sup>3</sup>

SEP 27 2005

Missouri Public  
Service Commission

*In the Matter of the Application of the* )  
*Consolidated Public Water Supply District* )  
*No. 1 of Clark County, Missouri and the* )  
*City of Canton, Missouri for Approval of a* ) Case No. \_\_\_\_\_  
*Territorial Agreement Concerning* )  
*Territory Encompassing Part of Lewis* )  
*County, Missouri* )

**JOINT APPLICATION**

COME NOW CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF CLARK COUNTY, MISSOURI and the CITY OF CANTON, MISSOURI, and pursuant to Section 247.172 RSMo., state as follows:

1. Applicant CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF CLARK COUNTY, MISSOURI, (hereinafter referred to as "District") is a Public Water Supply District organized and existing under the provisions of Section 247.010 to 247.220 of the statutes of the State of Missouri with its principal office, place of business and mailing address being P. O. Box 307, Williamstown, Missouri 63473. The District operates a water system within its boundaries in Clark, Lewis, Knox and Scotland Counties, Missouri. The District's fax number is 573-853-4510 and telephone number is 573-853-4343.

2. Applicant City of Canton, Missouri (hereinafter referred to as "City") is a fourth-class city located in Lewis County, Missouri, organized and existing under the provisions of Chapter 79 of the Statutes of the State of Missouri and its principal office and place of business is P. O. Box 231, Canton, MO 63435. The City owns and operates a water system within its boundaries in Lewis County, Missouri. City's fax number is 573-288-4498 and telephone number is 573-288-4413.

3. Correspondence, communications, orders and decisions of the Commission in regard to this Application should be sent to the following:

Neil F. Maune, Jr.  
Wasinger, Parham, Morthland,  
Terrell & Wasinger, L.C.  
Attorneys at Law  
P. O. Box 962  
Hannibal, MO 63401  
Telephone number 573-221-3225  
Fax number 573-221-1991  
Attorney for District

Dennis W. Smith  
Attorney at Law  
P. O. Box 308  
Canton, MO 63435  
  
Telephone number 573-288-4461  
Fax number 573-288-44463  
  
Attorney for City

4. On February 3, 2005 Applicants entered into a Territorial Agreement thereafter memorialized (hereinafter referred to as "The Agreement") pursuant to Section 247.172 RSMo. A copy of the Agreement including Exhibits attached to the Agreement, are attached hereto and made a part hereof as Exhibit "A" and incorporated herein by reference as fully as if set forth herein verbatim.

5. The Agreement specifically designates the boundaries of the water service areas of District and City. The Agreement also sets forth any and all powers granted to District by City to operate within the corporate boundaries of the City and any and all powers granted to City to operate within the boundaries of the District.

6. No present change will be made to the water service of any person currently served by the District or City by the terms of this Agreement. The District and City are unaware of any people whose water service could potentially in the future be changed by the Agreement. Those water service customers of the City located within the water service area of the District are listed on attached Exhibit "B".

7. The existing water rates for water service customers of the District are shown in Exhibit "C" attached hereto and the existing water rates for the water service customers of the City are shown on Exhibit "D" attached hereto.

8. The Agreement will enable applicants to avoid wasteful duplication of services and undue cost to their customers and is not, therefore, detrimental to the public interest.

9. The Agreement in no way affects or diminishes the rights or duties of any water supplier not a party to the Agreement to provide service within the boundaries designated in the Agreement.

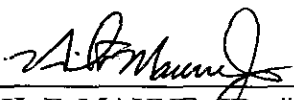
10. Neither applicant has any pending action or final unsatisfied judgments or decisions against it from any State or Federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

11. No annual report or assessment fees are overdue from either applicant.

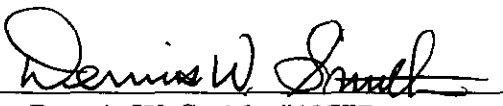
**WHEREFORE**, Applicants request the Commission, pursuant to Section 247.172 RSMo. to approve by report and order the aforesaid Territorial Agreement entered into between the District and the City.

Respectfully submitted,


Respectfully submitted,

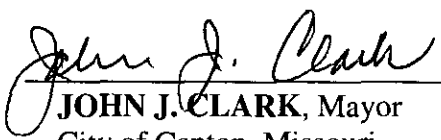
By:   
NEIL F. MAUNE, JR., #45505  
WASINGER, PARHAM, MORTHLAND,  
TERRELL & WASINGER, L.C.  
P.O. Box 962  
Hannibal, Missouri 63401  
(573) 221-3225

ATTORNEY FOR DISTRICT

By:   
Dennis W. Smith, #18777  
Attorney at Law  
P.O. Box 308  
Canton, Missouri 63435  
(573) 288-4461

ATTORNEY FOR CITY OF CANTON

  
WAYNE WELKER, President  
Clark County Public Water Supply  
District No. 1 of Clark County, Missouri

  
JOHN J. CLARK, Mayor  
City of Canton, Missouri

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CLARK )

**Wayne Welker**, of lawful age, being duly sworn states that he is the President of Applicant Consolidated Public Water Supply District No. 1 of Clark County, Missouri, that he has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to his best information and belief.

Wayne Welker  
WAYNE WELKER

Subscribed and sworn to before me this 30<sup>th</sup> day of Aug, 2005.

Robert L. Blessing  
NOTARY PUBLIC

My Commission Expires:



ROBERT L. BLESSING  
Lewis County  
My Commission Expires  
March 20, 2007

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF LEWIS )

**John J. Clark**, of lawful age, being duly sworn states that he is the Mayor of the City of Canton, Missouri, that he has read the above and foregoing Application, including Appendices attached thereto, and that the statements made therein and the contents of the Appendices attached thereto are true and correct according to his best information and belief.

John J. Clark  
JOHN J. CLARK

Subscribed and sworn to before me this 26<sup>th</sup> day of August, 2005.

Mary Kay Allen  
NOTARY PUBLIC

My Commission Expires:



**WATER AND SEWER SERVICE AND  
DETACHMENT AND TERRITORIAL AGREEMENT**

This Water and Sewer Service and Detachment and Territorial Agreement ("Agreement") is dated April 6, 2005, and is between the City of Canton, Missouri, a municipal corporation ("City"), and the Consolidated Public Water Supply District No. 1 of Clark County, Missouri, a political corporation ("Water District"). This Agreement is effective ("Effective Date") on the date it is approved by order and judgment of the United States District Court of the Eastern District of Missouri ("District Court").

**RECITALS**

1. The City is a fourth-class city and a municipal corporation of the State of Missouri.
2. The Water District is a public water supply district and political corporation incorporated under Sections 247.010 to 247.220, RSMo, by decree of the Circuit Court of Clark County, Missouri, on August 16, 1974.
3. The City annexed real property in 1977, 1979, 1980, and 1999 ("Annexed Territory").
4. The Annexed Territory is located within the Water District's service area boundaries.
5. The Water District and the City have water distribution mains located within the 1999 Annexed Territory.
6. The Water District and the City currently serve portions of the 1999 Annexed Territory.
7. Following the City's annexation in 1999, the City and the Water District entered

into negotiations of an agreement for the City to provide water service to, and for detachment of, the Annexed Territory, but were unable to come to an agreement.

8. The Water District filed a complaint against the City in the United States District Court - Eastern District of Missouri, captioned cause number 2:04cv00008 (the "Litigation")

9. Through this Agreement, the City and the Water District now seek to fully and finally resolve certain issues and disputes about water and sewer service to areas within the Water District's territory annexed by the City and to terminate the Litigation.

### **AGREEMENT**

## **II. ANNEXED TERRITORY**

The parties agree as follows regarding the Annexed Territory:

### **A. Annexations Prior to 1999**

1. The City will provide all water and sewer services to customers located in any territory annexed prior to 1999 within the current City limits.

2. As of the Effective Date, all areas annexed by the City prior to 1999 will be detached from the Water District, subject to the approval of any State or Federal government agency that may be required, on the terms and conditions set out in this Agreement. The Water District releases all rights and any present or future claims with respect to service to those areas annexed by the City prior to 1999.

### **B. 1999 Annexation Tracts One and Three**

3. The City will provide all water and sewer services to customers located in the 1999 Annexed Territory Tracts 1 and 3. The boundaries of the 1999 Annexation Tracts One, Two and Three are generally described in Exhibit A, which is attached hereto. The boundaries are highlighted on a map, which is Exhibit B and also attached hereto.



4. As of the Effective Date, the 1999 Annexed Territory Tracts 1 and 3 identified in Exhibit A will be detached from the Water District , subject to the approval of any State or Federal government agency that may be required, on the terms and conditions set out in this Agreement. The Water District releases all rights and any present or future claims with respect to the 1999 Annexed Territory Tracts 1 and 3.

5. The City will pay the Water District twenty percent (20%) of the actual collected gross City water charge to current and future customers located within the 1999 Annexed Territory Tract 3 ("Detachment Payment"). The City will recover this amount as a surcharge from the customer, which will not be subject to the twenty percent (20%) Detachment Payment to the Water District.

**C. 1999 Annexation Tract Two**

6. The Water District will maintain its present distribution line within the current City limits west of Highway 61 and will continue providing water service to the 1999 Annexed Territory Tract 2.

7. Should the City desire to provide expanded water, fire, and sewer services in the 1999 Annexed Territory Tract 2, the City will be responsible for the costs of such expansion. In the event that the Water District's service line is damaged or relocated as a result of City action, said repair or relocation shall be at the City's expense.

8. At such time as the City extends water, sewer, and fire service into the 1999 Annexed Territory Tract 2, the Water District will detach Tract 2 but retain the right to service its customers in existence at that time.

9. At such time as the City extends water, sewer, and fire service into the 1999 Annexed Territory Tract 2, the City will provide water service to all new customers located in Tract 2 and will accept transfer of customers from the Water District upon the

Water District's written request.

10. At such time as the City extends water, sewer, and fire service into the 1999 Annexed Territory Tract 2, the City will pay the Water District twenty percent (20%) of the actual collected gross City water charge to all new customers located in the 1999 Annexed Territory Tract 2. The City will recover this amount as a surcharge from the customer, which will not be subject to the twenty percent (20%) Detachment Payment to the Water District.

11. The City will pay the Water District \$2,500.00 within 30 days of entry of the Consent Judgment.

12. The City will pay the Water District \$6,000.00 within 30 days of the City's first water service activation in the 1999 Annexed Territory Tract 2, followed by a second payment of \$6,360.00 within twelve months of the first payment.

### **III. OTHER TERRITORY**

1. The City is currently providing water service to customers 1-19 identified on the attached Exhibit C, who are located on the City's distribution line along U.S. Highway 61.

2. The City will continue providing water services to customers one through nineteen (1-19) identified on the attached Exhibit C. The City will pay the Water District twenty percent (20%) of the actual collected gross City water charge to customers one through eighteen (1-18) as well as any future customers located within 200 feet of the City's existing transmission and distribution lines outside of the City's territorial limits. The City will recover this amount as a surcharge from the customer, which will not be subject to the twenty percent (20%) Detachment Payment to the Water District. The City

will not pay the District any percentage of the gross charge to customer 19, identified as Barkeley, in Exhibit C. At such time as City implements any charge for water service to said customer or successive landowner of the "Barkeley" property, City will pay the Water District twenty percent (20%) of the actual collected gross City water charge for said customer, recovering this amount as a surcharge from the customer, which will not be subject to the twenty percent (20%) Detachment Payment to the Water District.

3. The Water District releases all rights to provide water service and any present and future claims against the City with respect to customers 1-19 identified on Exhibit C as well as any future customers located within 200 feet of the City's existing transmission and distribution lines outside of the City's territorial limits.

#### **IV. FUTURE ANNEXED TERRITORY**

1. The parties agree that if the City should annex additional territory in the future that falls within the Water District's service area that is not receiving water or sewer services from the Water District, the parties will cooperate in establishing water and sewer service and detachment agreements which are consistent with the agreements contained herein and with the laws of the United States of America and the State of Missouri which are in effect at that time.

2. Nothing in this agreement shall be construed as an agreement, express or otherwise, to encroachment upon the Water District's service area not otherwise referred to herein.

#### **V. MISCELLANEOUS**

1. The City will continue making Detachment Payments to the Water District until the Water District no longer has any outstanding loans or grants from the United States

Department of Agriculture Farmers Home Administration and its successor, USDA Rural Development, and/or its successors. The Water District will notify the City in writing of this occurrence.

2. Upon the Water District's written request, but not more frequently than semi-annually, the City will provide the Water District with supporting documentation for the calculation of the Detachment Payments for the period of time since the Water District's last request.

3. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties and approved by the parties' respective governing bodies.

4. Upon entry of the District Court's Order and Judgment approving this Agreement, the parties will sign and file any documents reasonable or necessary in connection with closing the referenced suit and implementing this Agreement.

5. This Agreement is binding upon the parties and their successors and assigns.

6. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement, and it supersedes all prior discussions, understandings or agreements between the parties.

7. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Missouri, without regard to principles of conflict of laws.

8. Each party will pay its own attorneys' fees and costs incurred in the Litigation, in preparation of this Agreement, and in obtaining approval of any State or Federal government agency that may be required of it, including contemplated detachment proceedings.

9. The terms of this Agreement are subject to the approval of the Public Service Commission.

10. All notices, consents and other communications under this Agreement must be in writing and personally delivered or mailed by first class, registered or certified mail, return receipt requested, postage prepaid:

If to the City:

City of Canton  
P.O. Box 231  
Canton, MO 63435  
Attn: Sherry L. McDaniel, City Clerk

or to such other address as may have been furnished by the City to the Water District in writing, with a copy to:

Dennis W. Smith, Esq.  
Smith Law Office  
307 Lewis Street  
P.O. Box 308  
Canton, MO 63435

If to the Water District:

Consolidated Public Water Supply Dist. No. 1 of  
Clark County, Missouri  
P.O. Box 374  
Williamstown, MO 63473

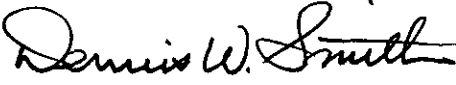


or to such other address as may have been furnished by the Water District to the City in writing, with a copy to:

Neil F. Maune, Jr., Esq.  
WASINGER, PARHAM, MORTHLAND, TERRELL &  
WASINGER, L.C.  
2801 St. Marys Avenue  
P.O. Box 962  
Hannibal, Missouri 63401-0962

Any notice, request, consent or other communication is deemed received when it is personally delivered to (or refused by) the other party, or on the third business day after it is deposited in the United States mail, as the case may be.

IN WITNESS WHEREOF, the parties have caused five copies of this Agreement to be

duly executed, each of which will constitute an original, acting under the authority of their respective governing bodies.

<b>CITY OF CANTON, MISSOURI</b>   By: <u>/s/ Dennis W. Smith</u> Dennis W. Smith, Esq. <i>Attorney for Defendant</i> <i>City of Canton, Missouri</i> Smith Law Office 307 Lewis St. P.O. Box 308 Canton, Missouri 63435 (573) 288-4461 (573) 288-4463 (facsimile)   By: <u>/s/ Deanna M. Wendler Modde</u> James E. Mello #3840 Jeffery T. McPherson #57206 Deanna M. Wendler Modde #498278 <i>Attorneys for Defendant</i> <i>City of Canton, Missouri</i> ARMSTRONG TEASDALE LLP One Metropolitan Square, Suite 2600 St. Louis, Missouri 63102-2740 (314) 621-5070 (314) 621-5065 (facsimile)	<b>CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT NO. 1 OF CLARK COUNTY, MISSOURI</b>   By: <u>/s/ Neil F. Maune, Jr.</u> Neil F. Maune, Jr., Esq. <i>Attorney for Plaintiff Consolidated Public Water Supply Dist. No. 1 of Clark County, Missouri</i> WASINGER, PARHAM, MORTHLAND, TERRELL & WASINGER, L.C. 2801 St. Marys Avenue P.O. Box 962 Hannibal, Missouri 63401-0962 (573) 221-3225 (573) 221-1991 (facsimile)
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**EXHIBIT A: PROPERTY ANNEXED IN 1999**

**Tract One**

All that part and parcel of land annexed by the City in 1999 located south of Highway P and east of U.S. Highway 61 and within the current City limits. This area is identified as Tract 1 on Exhibit 1, which is attached hereto.

**Tract Two**

All that part and parcel of land annexed by the City in 1999 located west of U.S. Highway 61 and within the current City limits. This area is identified as Tract 2 on Exhibit 1, attached hereto.

**Tract Three**

All that part and parcel of land annexed by the City in 1999 located south of Highway 16, east of U.S. Highway 61 and north of Highway P and within the current City limits. This area is identified as Tract 3 on Exhibit 1, attached hereto. The territory annexed by the City in 1980 is not included in Tract 3.

# OFFICIAL CANTON CITY MAP

AUGUST, 2002

## Legend

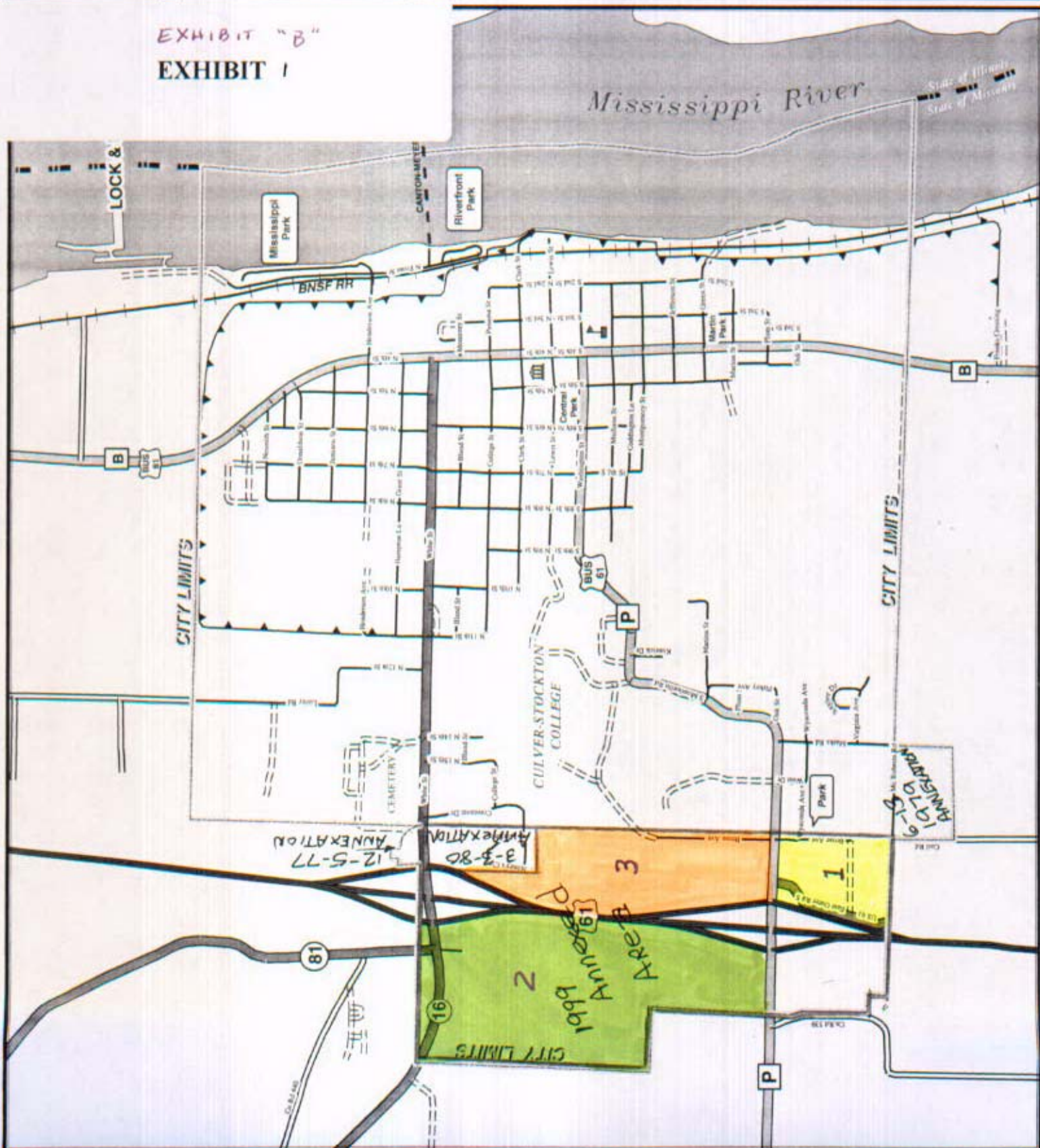
- US Highway
- State Numbered Highway
- State Lettered Highway
- City Streets
- Township Roads
- Private Roads
- Railroads
- Protection Levee
- Corporate Boundary
- City Hall
- School



Source: Data: 1992 Dyer, Chicago, Ill.  
 1992 Dyer, Chicago, Ill.  
 Street Coordinates: 1992 Dyer, Chicago, Ill.  
 City Limits: 1992 Dyer, Chicago, Ill.  
 Coordinates: 1992 Dyer, Chicago, Ill.  
 Map Scale: 1 inch = 1 mile  
 Map Date: 1992 Dyer, Chicago, Ill.

Potter Stone,  
**GIS**  
 Bach & Associates, Inc.  
 Architects, Engineers,  
 Planners & Surveyors

EXHIBIT "B"  
 EXHIBIT 1





**EXHIBIT 'B'**

1. Kevin Cain
2. Dennis Fury
3. Ed Franks
4. James Oliver
5. Barb Carkskadon
6. Bob Cary
7. Henry Lloyd
8. James Pierce
9. Jim Pierce
10. Daniel Fahser
11. Dennis Thousand
12. Raymond Hendrickson
13. Scott Hoewing
14. Mike Schmid
15. Charles Meyers
16. Jon Sterner
17. Jody Pruitt
18. Joe McCullough
19. Jim Barkley
20. Arki-Tek
21. County Market
22. H & R Block
23. Dollar General
24. All American Lube
25. Comfort Inn
26. Subway

## TAX RATE OF 1.540% INCLUDED

## EXHIBIT

"C"

Lewis County-Domestic

Rate Effective Date January 1, 2001

Rate Code: P &amp; Q

Even if no gallons are consumed or you are ahead on your meter reading, you must pay the monthly minimum amount.

GALLONS	REGULAR AMOUNT	LATE AMOUNT	GALLONS	REGULAR AMOUNT	LATE AMOUNT
minimum 0 - 1000 =	\$ 14.72	\$ 16.17	5901 - 6000 =	\$ 47.72	\$ 52.42
1001 - 1100 =	15.38	16.89	6001 - 6100 =	48.38	53.14
1101 - 1200 =	16.04	17.62	6101 - 6200 =	49.04	53.87
1201 - 1300 =	16.70	18.34	6201 - 6300 =	49.70	54.59
1301 - 1400 =	17.36	19.07	6301 - 6400 =	50.36	55.32
1401 - 1500 =	18.02	19.79	6401 - 6500 =	51.02	56.04
1501 - 1600 =	18.68	20.52	6501 - 6600 =	51.68	56.77
1601 - 1700 =	19.34	21.24	6601 - 6700 =	52.34	57.49
1701 - 1800 =	20.00	21.97	6701 - 6800 =	53.00	58.22
1801 - 1900 =	20.66	22.69	6801 - 6900 =	53.66	58.94
1901 - 2000 =	21.32	23.42	6901 - 7000 =	54.32	59.67
2001 - 2100 =	21.98	24.14	7001 - 7100 =	54.98	60.39
2101 - 2200 =	22.64	24.87	7101 - 7200 =	55.64	61.12
2201 - 2300 =	23.30	25.59	7201 - 7300 =	56.30	61.84
2301 - 2400 =	23.96	26.32	7301 - 7400 =	56.96	62.57
2401 - 2500 =	24.62	27.04	7401 - 7500 =	57.62	63.29
2501 - 2600 =	25.28	27.77	7501 - 7600 =	58.28	64.02
2601 - 2700 =	25.94	28.49	7601 - 7700 =	58.94	64.74
2701 - 2800 =	26.60	29.22	7701 - 7800 =	59.60	65.47
2801 - 2900 =	27.26	29.94	7801 - 7900 =	60.26	66.19
2901 - 3000 =	27.92	30.67	7901 - 8000 =	60.92	66.92
3001 - 3100 =	28.58	31.39	8001 - 8100 =	61.58	67.64
3101 - 3200 =	29.24	32.12	8101 - 8200 =	62.24	68.37
3201 - 3300 =	29.90	32.84	8201 - 8300 =	62.90	69.09
3301 - 3400 =	30.56	33.57	8301 - 8400 =	63.56	69.82
3401 - 3500 =	31.22	34.29	8401 - 8500 =	64.22	70.54
3501 - 3600 =	31.88	35.02	8501 - 8600 =	64.88	71.27
3601 - 3700 =	32.54	35.74	8601 - 8700 =	65.54	71.99
3701 - 3800 =	33.20	36.47	8701 - 8800 =	66.20	72.82
3801 - 3900 =	33.86	37.19	8801 - 8900 =	66.86	73.44
3901 - 4000 =	34.52	37.92	8901 - 9000 =	67.52	74.17
4001 - 4100 =	35.18	38.64	9001 - 9100 =	68.18	74.89
4101 - 4200 =	35.84	39.37	9101 - 9200 =	68.84	75.62
4201 - 4300 =	36.50	40.09	9201 - 9300 =	69.50	76.34
4301 - 4400 =	37.16	40.82	9301 - 9400 =	70.16	77.07
4401 - 4500 =	37.82	41.54	9401 - 9500 =	70.82	77.79
4501 - 4600 =	38.48	42.27	9501 - 9600 =	71.48	78.52
4601 - 4700 =	39.14	42.99	9601 - 9700 =	72.14	79.24
4701 - 4800 =	39.80	43.72	9701 - 9800 =	72.80	79.97
4801 - 4900 =	40.46	44.44	9801 - 9900 =	73.46	80.69
4901 - 5000 =	41.12	45.17	9901 - 10000 =	74.12	81.42
5001 - 5100 =	41.78	45.89			
5101 - 5200 =	42.44	46.62			
5201 - 5300 =	43.10	47.34			
5301 - 5400 =	43.76	48.07			
5401 - 5500 =	44.42	48.79			
5501 - 5600 =	45.08	49.52			
5601 - 5700 =	45.74	50.24			
5701 - 5800 =	46.40	50.97			
5801 - 5900 =	47.06	51.69			

If payment is not postmarked by the tenth of the month, use the late amount column. This amount has a 10% late fee ALREADY included. If you use more than 10,000 gallons, add \$ .65 for every 100 gallons or part of 100 gallons.

When submitting your February 1st payment, you must include the \$1.84 primacy fee.

This fee, which is required by the Department of Natural Resources, is only due one time a year.

## TAX RATE OF 6.350% INCLUDED

Lewis County-Non Domestic

Rate Effective Date January 1, 2001

Rate Code: T &amp; U

Even if no gallons are consumed or you are  
ahead on your meter reading, you must pay  
the monthly minimum amount.

GALLONS	REGULAR AMOUNT	LATE AMOUNT	GALLONS	REGULAR AMOUNT	LATE AMOUNT
minimum 0 - 1000 =	\$ 15.42	\$ 16.87	5901 - 6000 =	\$ 49.98	\$ 54.68
1001 - 1100 =	16.11	17.62	6001 - 6100 =	50.67	55.43
1101 - 1200 =	16.80	18.38	6101 - 6200 =	51.36	56.19
1201 - 1300 =	17.49	19.13	6201 - 6300 =	52.05	56.94
1301 - 1400 =	18.18	19.89	6301 - 6400 =	52.74	57.70
1401 - 1500 =	18.87	20.64	6401 - 6500 =	53.43	58.45
1501 - 1600 =	19.56	21.40	6501 - 6600 =	54.12	59.21
1601 - 1700 =	20.25	22.15	6601 - 6700 =	54.82	59.97
1701 - 1800 =	20.94	22.91	6701 - 6800 =	55.51	60.73
1801 - 1900 =	21.64	23.67	6801 - 6900 =	56.20	61.48
1901 - 2000 =	22.33	24.43	6901 - 7000 =	56.89	62.24
2001 - 2100 =	23.02	25.18	7001 - 7100 =	57.58	62.99
2101 - 2200 =	23.71	25.94	7101 - 7200 =	58.27	63.75
2201 - 2300 =	24.40	26.69	7201 - 7300 =	58.96	64.50
2301 - 2400 =	25.09	27.45	7301 - 7400 =	59.65	65.26
2401 - 2500 =	25.78	28.20	7401 - 7500 =	60.35	66.02
2501 - 2600 =	26.47	28.96	7501 - 7600 =	61.04	66.78
2601 - 2700 =	27.17	29.72	7601 - 7700 =	61.73	67.53
2701 - 2800 =	27.86	30.48	7701 - 7800 =	62.42	68.29
2801 - 2900 =	28.55	31.23	7801 - 7900 =	63.11	69.04
2901 - 3000 =	29.24	31.99	7901 - 8000 =	63.80	69.80
3001 - 3100 =	29.93	32.74	8001 - 8100 =	64.49	70.55
3101 - 3200 =	30.62	33.50	8101 - 8200 =	65.18	71.31
3201 - 3300 =	31.31	34.25	8201 - 8300 =	65.88	72.07
3301 - 3400 =	32.00	35.01	8301 - 8400 =	66.57	72.83
3401 - 3500 =	32.70	35.77	8401 - 8500 =	67.26	73.58
3501 - 3600 =	33.39	36.53	8501 - 8600 =	67.95	74.34
3601 - 3700 =	34.08	37.28	8601 - 8700 =	68.64	75.09
3701 - 3800 =	34.77	38.04	8701 - 8800 =	69.33	75.85
3801 - 3900 =	35.46	38.79	8801 - 8900 =	70.02	76.60
3901 - 4000 =	36.15	39.55	8901 - 9000 =	70.71	77.36
4001 - 4100 =	36.84	40.30	9001 - 9100 =	71.41	78.12
4101 - 4200 =	37.53	41.06	9101 - 9200 =	72.10	78.88
4201 - 4300 =	38.23	41.82	9201 - 9300 =	72.69	79.63
4301 - 4400 =	38.92	42.58	9301 - 9400 =	73.48	80.39
4401 - 4500 =	39.61	43.33	9401 - 9500 =	74.17	81.14
4501 - 4600 =	40.30	44.09	9501 - 9600 =	74.86	81.90
4601 - 4700 =	40.99	44.84	9601 - 9700 =	75.55	82.65
4701 - 4800 =	41.68	45.60	9701 - 9800 =	76.24	83.41
4801 - 4900 =	42.37	46.35	9801 - 9900 =	76.94	84.17
4901 - 5000 =	43.06	47.11	9901 - 10000 =	77.63	84.93
5001 - 5100 =	43.76	47.87			
5101 - 5200 =	44.45	48.63			
5201 - 5300 =	45.14	49.38			
5301 - 5400 =	45.83	50.14			
5401 - 5500 =	46.52	50.89			
5501 - 5600 =	47.21	51.65			
5601 - 5700 =	47.90	52.40			
5701 - 5800 =	48.59	53.16			
5801 - 5900 =	49.29	53.92			

If payment is not postmarked by the tenth of  
the month, use the late amount column. This  
amount has a 10% late fee ALREADY included.  
If you use more than 10,000 gallons, add \$ .65  
for every 100 gallons or part of 100 gallons.

When submitting your February 1st payment, you must include the \$1.84 primacy fee.

This fee, which is required by the Department of Natural Resources, is only due one time a year.

**EXHIBIT**

"D"

BILL NO. 04-02

ORDINANCE NO. 567-C

AN ORDINANCE AMENDING MUNICIPAL WATER RATES FOR THE CITY OF CANTON, MISSOURI, TO PROVIDE FOR AN INCREASE IN REVENUE FOR THE CITY OF CANTON, MISSOURI, MUNICIPAL WATERWORKS SYSTEM TO MEET THE COST OF OPERATION AND MAINTENANCE OF THE WATERWORKS SYSTEM AND FACILITIES, AND TO PROVIDE SUFFICIENT REVENUE FOR THE PAYMENT OF MUNICIPAL WATERWORKS REVENUE BONDS PREVIOUSLY AUTHORIZED BY THE VOTERS AND TO KEEP THE MUNICIPAL WATERWORKS SYSTEM IN OPERATING CONDITION

## Statement of Purpose

A. An increase in water rates for the City of Canton, Missouri, Municipal Waterworks System is necessary to meet the cost of operation and maintenance of the waterworks system.

B. The City of Canton, Missouri, has unpaid Municipal Revenue Bonds previously authorized by the voters of the City of Canton, Missouri, and an increase in water rates for the Municipal Waterworks System of the City of Canton, Missouri, is necessary to pay the obligations due on the Revenue Bonds and to keep the Municipal Waterworks System in operating condition.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CANTON, MISSOURI, as follows:

SECTION ONE. Sections 63.510 through 63.540 amended. Sections 63.510 through 63.540 inclusive of the Canton, Missouri, City Code are hereby amended, and from and after the effective date of this ordinance shall be and appear as follows:

"63.510. ¾" and smaller water meter in-City charges. The rate for water service to customers of the waterworks of the City of Canton, Missouri, with water meters of ¾" or smaller where water service is provided within the corporate boundaries of the City of Canton, Missouri, shall be as follows:

0 gallons - \$6.25 per month

1 gallon of water purchased or more - \$6.25 per month plus \$4.20 per 1000 gallons (42.0 cents per 100 gallons) used per month

63.520. ¾" and smaller water meter out-of-City charges. The rate for water service to customers of the waterworks of the City of Canton, Missouri, with water meters of ¾" or smaller where water service is provided outside of the corporate boundaries of the City of Canton, Missouri, shall be as follows:

0 gallons - \$9.38 per month

1 gallon of water purchased or more - \$9.38 per month plus \$6.30 per 1000 gallons (63.0 cents per 100 gallons) used per month

63.530. Larger than ¾" water meter in-City charges. The rate for water service to customers of the waterworks of the City of Canton, Missouri, with water meters larger than ¾" where water service is provided within the corporate boundaries of the City of Canton, Missouri, shall be as follows:

0 gallons - \$9.00 per month

1 gallon of water purchased or more - \$9.00 per month plus \$4.20 per 1000 gallons (42.0 cents per 100 gallons) used per month

63.540. Larger than ¾" water meter out-of-City charges. The rate for water service to customers of the waterworks of the City of Canton, Missouri, with water meters larger than ¾" where water service is provided outside the corporate boundaries of the City of Canton, Missouri, shall be as follows:

0 gallons - \$13.50 per month

1 gallon of water purchased or more - \$13.50 per month plus \$6.30 per 1000 gallons (63.0 cents per 100 gallons) used per month"


SECTION TWO. Remainder of Chapter 63 ratified and confirmed. All provisions of Chapter 63 of the Canton, Missouri, City Code not specifically herein amended shall remain unchanged and are hereby ratified and confirmed.

SECTION THREE. Prior inconsistent ordinances repealed. All prior ordinances or parts thereof in conflict with or inconsistent with the terms of this ordinance are hereby repealed.

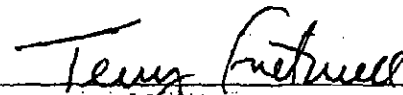
SECTION FOUR. Severability. Each of the provisions of this ordinance are severable, and if any provision shall be declared to be invalid, the remaining provisions shall not be affected but shall remain in full force and effect.

SECTION FIVE. Effective date. This ordinance shall take effect on the 1<sup>st</sup> day of May, 2004, and after this ordinance has been made available to the general public by posting a copy thereof in the City Office, 124 North Fifth Street, Canton, Missouri, as provided by law, after it has been read by title two times before the Board of Aldermen of the City of Canton, Missouri, and after it has been adopted by the Board of Aldermen of the City of Canton, Missouri, and approved by the Mayor of the City of Canton, Missouri.

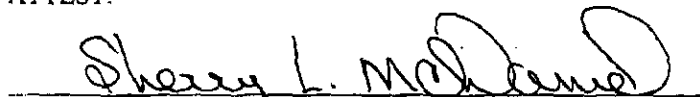
Adopted this 19<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
Presiding Officer

Approved this 19<sup>th</sup> day of April, 2004.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk