

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
JEFFERSON CITY
February 14, 2002**

CASE NO: WO-2002-226

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Charles Brent Stewart
John Dowe Miller
Stewart & Keevil, L.L.C.
1001 Cherry Street, Suite 302
Columbia, MO 65201

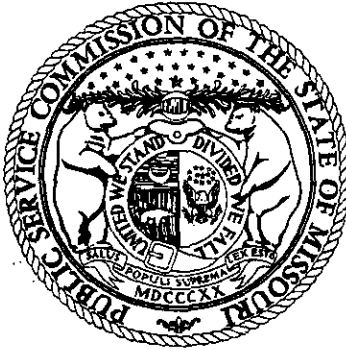
Enclosed find certified copy of an ORDER in the above-numbered case(s).

Sincerely,

A handwritten signature in black ink that reads "Dale Hardy Roberts". The signature is written in a cursive style with a large, stylized "D" and "R".

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

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



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

Case No. WO-2002-226

REPORT AND ORDER

Issue Date: February 14, 2002

Effective Date: February 24, 2002

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

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

Case No. WO-2002-226

APPEARANCES

Charles Brent Stewart and **John Dowe Miller**, Stewart & Keevil, L.L.C., 1001 Cherry Street, Suite #302, Columbia, Missouri 65201, for the City of Pacific and Public Water Supply District No. 3 of Franklin County, Missouri.

M. Ruth O'Neill, Assistant 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.

Victoria L. Kizito, Assistant General Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the Staff of the Missouri Public Service Commission.

SENIOR LAW JUDGE: **Bill Hopkins.**

REPORT AND ORDER

This report and order approves the territorial agreement between the joint applicants, which territorial agreement provides for water service in parts of the City of Pacific and parts of the County of Franklin, both in the State of Missouri.

Procedural History

On November 9, 2001, the City of Pacific, Missouri, and Public Water Supply District No. 3 of Franklin County, Missouri, filed a joint application with the Missouri Public Service

Commission for approval of a territorial agreement. The application was filed under Section 247.172 RSMo 2000¹, and Commission Rules 4 CSR 240-2.060(13) and 240-51. A copy of the written territorial agreement was filed with the application and is attached to this report and order as Attachment 1.

On November 15, 2001, the Commission issued an order and notice which, included notice provisions for the area affected, and an intervention date of December 17, 2001. No applications to intervene were filed. On February 1, 2002, the Staff of the Commission, the City, the District, and the Office of the Public Counsel filed a unanimous stipulation and agreement, stating that the territorial agreement is not detrimental to the public interest and should be approved.

The Commission held an evidentiary hearing on February 7, 2002. All parties were represented at the hearing.

Discussion

The District is a public water supply district engaged in providing water services to the public in Franklin County, Missouri. The District's principal place of business is located in Villa Ridge, Missouri. The City operates a water supply utility and provides retail water service to the public in the area which is the subject of the territorial agreement. The City's principal place of business is located in Pacific, Missouri.

The territorial agreement designates boundaries of the water service area of each of the joint applicants in portions of the Missouri County of Franklin. The territorial agreement also sets forth the powers granted to the District by the City to operate within the corporate boundaries of the City and the powers granted to the City to operate within the boundaries

¹ References to Sections of the Revised Statutes of Missouri, unless otherwise specified, are to the revision of the year 2000.

of the District. The joint applicants have set out the terms of their territorial agreement in a document entitled Territorial Agreement, attached to the joint application as Appendix A. The territorial agreement includes an unlabeled exhibit and Exhibits A, B, and C, which contain the legal descriptions of the boundaries of the separate areas which the District and the City have agreed will be served by each.

Dale Johansen testified on behalf of the Staff concerning five factors he felt the Commission should consider:

(1) The first factor is the extent to which the territorial agreement eliminates or avoids unnecessary duplication of facilities. The territorial agreement, according to Johansen, clearly sets out for future purposes where extensions are required, how those extensions are going to be made, and provides for each party to connect to existing facilities of the other one, and to purchase water under certain circumstances to serve new customers rather than installing new facilities.

(2) The second factor is whether the implementation of the agreement will preclude any destructive competition that might otherwise arise between the parties to the agreement in the subject service areas. Johansen testified that the territorial agreement will indeed preclude any destructive competition.

(3) The third factor is whether the implementation of the agreement will improve the ability of the parties to the territorial agreement to plan for future water service and will enable prospective customers to know who will provide their water service. Johansen testified that the territorial agreement will enable the parties to plan for future water service and will also enable prospective customers to know who will be their provider.

(4) The fourth factor is whether the implementation of the agreement will establish a method for the parties to the agreement to amend their service territories in the future.

Johansen testified that the territorial agreement establishes a methods for the applicants to amend their service territories, under the law, in the future.

(5) The fifth factor is the ability of each party to the territorial agreement to provide adequate service to the customers in its exclusive service area. Johansen testified that the customers being transferred to the City will be served well by the City. Johansen stated that the City was a reliable service provider and these customers will be served well by the City because the existing facilities are adequate, and the extension arrangements that are in the territorial agreement for the purchase and sale of water back and forth to one another avoids duplication.

The joint applicants listed the customers whose service would be changed through the territorial agreement in Appendix B, attached to the application. Johansen stated that the customers being switched will experience a rate decrease.

Finally, Johansen stated that the territorial 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 positions and arguments of all of the parties have been considered by the Commission in making this decision. 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 will avoid future duplication of services and undue cost to customers. The Commission finds that the joint

applicants are capable of adequately and safely providing the water supply, 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, that the territorial agreement would promote efficiency and safety, and that the territorial agreement would reduce customer dissatisfaction.

Conclusions of Law

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

The Commission has jurisdiction over the District and the City under Section 247.172, which contemplates territorial agreements where municipalities and public water supply districts may displace competition using territorial agreements.

Section 247.172 provides:

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....

Under Section 247.172.4, the Commission may approve a territorial agreement if the territorial agreement in total is not detrimental to the public interest. 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.

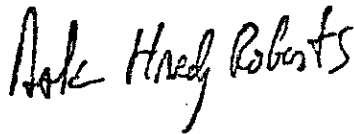
IT IS THEREFORE ORDERED:

1. That the Territorial Agreement filed by Public Water Supply District No. 3 of Franklin County, Missouri, and the City of Pacific, Missouri, on November 9, 2001, which was also submitted at the evidentiary hearing on February 7, 2002, is approved, and the

joint applicants are authorized to perform in accordance with the terms and provisions of the Territorial Agreement.

2. That this Report and Order will become effective on February 24, 2002.
3. That this case may be closed on February 25, 2002.

BY THE COMMISSION



**Dale Hardy Roberts
Secretary/Chief Law Judge**

(S E A L)

Simmons, Ch., Murray, Lumpe, Gaw and Forbis, CC.,
concur and certify compliance with the provisions of
Section 536.080, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 14th day of February, 2002.

City of Pacific/ PWSD#3 of Franklin County
Water Territorial Agreement
November 9, 2001

APPENDIX A
PROPOSED TERRITORIAL AGREEMENT

TERRITORIAL AGREEMENT

This Agreement made and entered into this 19th day of June, 2001 by and between Public Water Supply District No. 3 of Franklin County, Missouri (hereinafter the "District") and the City of Pacific, 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 to 247.220 RSMo. for the purpose of providing conveniences in the use of 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 now 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 under Sections 79.010 to 79.565 RSMo. located in Franklin and St. Louis Counties; and

Whereas, the District's and the City's boundaries are not coequal but do overlap in certain portions of their respective areas; 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 and sewer system

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 Pacific, 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 service. Any customer who has requested or is receiving water service at more than one structure shall be a new and different customer at each structure at which water 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, Missouri
- e. Service: shall mean water supply service 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 exclusive right to provide service to all existing and future customers located within its service area as shown on Exhibit A as it now exists or as it may exist in the future notwithstanding that any portion of said service area may be annexed by the City after the effective date of this Agreement. In the event any

portion of the service area shown on Exhibit A is located within the City, either now or in the future, the District shall require that all new construction of water mains, valves, hydrants and service lines comply with the City's specifications for the same.

3. The City shall have the exclusive right to provide service to all existing and future customers located within its service area shown on Exhibit B as it now exists or as it may exist in the future notwithstanding that any portion of said service area may be annexed by the City after the effective date of this Agreement.

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 or controlling 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 District shall convey to the City all of the District's system in the area shown on Exhibit C together with all of the District's customers located within said area who shall thereafter be served by the City.

7. 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 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.

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.

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 thirty (30) years. Performance of the parties is contingent upon all of the following having occurred no later than June 1, 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 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, parent corporations or affiliates of the City and the District.

15. This Agreement shall in no way affect either party's right to construct such collection, distribution, treatment, 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. This Agreement shall in no way affect either party's right to construct, operate, maintain and repair such sanitary sewer collection and sanitary treatment facilities within the designated service area of the

other as that party deems necessary, appropriate or convenient to provide sanitary sewer service to its customers as allowed by law.

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

IN WITNESS WHEREOF, the parties have executed this agreement this 19th day of June, 2001.

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

By: G. Thomas Seener
G. Thomas Seener, President

ATTEST:

Debra Champlain
Debra Champlain, Clerk

CITY OF PACIFIC, MISSOURI

By: Jill Suzanne Rigg
Mayor

ATTEST:

Jo Ann Hoeber
City Clerk

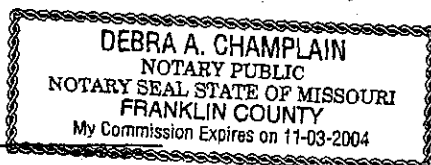
STATE OF MISSOURI)
COUNTY OF Franklin) SS:

On this 23rd day of July, 2000, before me appeared G. Thomas Seener to me personally known, who, being by me duly sworn, did say that 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 Thomas G. Seener acknowledged said instrument to be the free act and deed of said corporation.

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. Champlain
Notary Public

My term expires:



STATE OF MISSOURI)
COUNTY OF Franklin) SS:

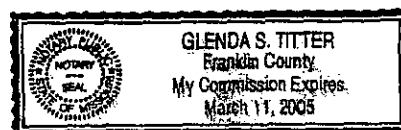
On this 19th day of June, ~~2000~~²⁰⁰¹, before me appeared Jill Suzanne Pigg to me personally known, who, being by me duly sworn, did say that (s)he is the she of the **City of Pacific, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said Board 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.

Glenda S. Titter
Notary Public

My term expires:

3-11-05



Description of Partial City Limits, City of Pacific, Missouri

The North and West limits of the City of Pacific, Missouri, being in Sections 36, Township 44 North, Range 2 East of the 5th Principal Meridian and Sections 1, 10, 11, 12, 14, and 15, Township 43 North, Range 2 East of the 5th Principal Meridian, all in Franklin County, Missouri and more particularly described as follows:

Beginning at the southeast corner of above said Section 1, proceed thence westwardly along the south line of said Section 1 to the south right-of-way (ROW) line of Interstate Highway 44 (I-44); thence northeastwardly along said south ROW line of I-44 to a point, said point being directly across (measured perpendicularly to the centerline of I-44) from the intersection of the north ROW line of I-44 with the west ROW line of Hoven Road (40 feet wide); thence directly across I-44 (measured perpendicularly to its centerline) northwestwardly to said point in the west ROW line of said Hoven road; thence northwardly along the west ROW line of said Hoven road to the south line of a tract of land now or formerly owned by Wilderness Hollow I, L.L.C. by deed recorded in Book 1198, Page 353 of the Franklin County records, said line also being on the east-west centerline of Section 1; thence eastwardly along the south line of said Wilderness Hollow I tract to the east line of Section 1, said line also being the Franklin and St. Louis County line; thence northwardly along said line to the southeast corner of above said Section 36; thence westwardly along the south line of said Section 36 to the east line of Osage Hills Plat 22, a subdivision recorded in Plat Book "O", Page 541 of the Franklin County records, said line also being on the east 1/16th line of Section 36; thence northwardly along the east line of said Osage Hills Plat 22 and the east and north lines of a tract of land now or formerly owned by Highway "OO" Development Company by deed recorded in Book 1171, Page 224 of the Franklin County records (said north line also being on the south 1/16th line of Section 36) to the west ROW line of Missouri State Highway "OO"; thence southwardly along the west ROW line of said highway "OO" to the south line of aforementioned Section 36; thence continue southwardly along the west ROW line of said highway "OO" to the south line of aforementioned Section 1; thence westwardly along the south line of said Section 1 to the southeast corner of a tract of land now or formerly owned by Michael A. and Diane R. Rohmann by deed recorded in Book 826, page 707 of the Franklin County records; thence northwardly, westwardly and southwardly along the east, north and west lines of said Rohmann tract to the north ROW line of Megan street (40 feet wide); thence westwardly along the north ROW line of said Megan street to the west line of aforementioned Section 1; thence southwardly along the west line of said Section 1 to the southwest corner of Valley Development, a subdivision recorded in Plat Book "N", Page 1 of the Franklin County records; thence eastwardly along the south line of said Valley Development to the west ROW line of Monroe street; thence southwardly along the west ROW line of said Monroe street to the north line of above said Section 12; thence westwardly along the north line of said Section 12 and the north line of above said Section 11 to the northeast corner of above said Section 10; thence southwardly along the east line of said Section 10 to the north ROW line of I-44; thence westwardly along the north ROW line of said I-44 to a point, said point being directly across (measured perpendicularly to the centerline of I-44) from centerline

station 1706+35 of I-44; thence southwardly, perpendicular to said I-44 centerline at station 1706+35 to the south ROW line of said I-44; thence eastwardly along the south ROW line of said I-44 to the north ROW line of U.S. Highway 66; thence westwardly along the north ROW line of said Highway 66 to a point, said point being directly across (measured perpendicularly to the centerline of Highway 66) from centerline station 149+86.25 of Highway 66 (also a point of curvature); thence southwardly at station 149+86.25, perpendicular to the centerline of said Highway 66, to its south ROW line; thence westwardly along the south ROW line of said Highway 66 to the west line of aforementioned Section 10; thence southwardly along the west line of said Section 10 to the north ROW line of the Union Pacific Railroad (UPRR); thence eastwardly along the north ROW line of said UPRR to the west line of aforementioned Section 11; thence southwardly along the west line of said Section 11 to the south ROW line of said UPRR; thence westwardly along the south ROW line of said UPRR to the northwest corner of Ridge Meadows Estates, a subdivision recorded in Book "P", Pages 484 and 485 of the Franklin County records, said point also being on the east 1/16th line of Section 10; thence southwardly along the west line of said Ridge Meadows Estates and the west and south lines of Silver Lakes Estates, a subdivision recorded in Book "P", Page 478 of the Franklin County Records, said west lines also being on the east 1/16th lines of Sections 10 and 15, said south line also being on the east-west centerline of Section 15, to the northwest corner of a tract of land now or formerly owned by Aloysius A. and Jacqueline Nansel by deed recorded in Book 684, Page 48; thence along the west and south lines of said Nansel tract and a tract of land now or formerly owned by Palmer A. and Laura L. Lawson by deed recorded in Book 1096, Page 381 of the Franklin County records to the north ROW line of Indian Trails Road (30 feet wide); thence westwardly along the north ROW line of said Indian Trails Road and the north ROW line of Indian Trails Street to the west line of aforementioned Section 14; thence southwardly along the west line of said Section 14 to the centerline of the Meramec River; thence southeastwardly with the centerline of said Meramec River to the south line of Section 14.

Excepting therefrom the following parcels as described below:

I. In Section 1, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Norma L. Hogan, Robert A. Lewis, and Joyce M. Heiman by deed recorded in Book 815, page 234 of the Franklin County records.
- B. A tract of land now or formerly owned by Gary W. and Kathryn M. Thrasher by deed recorded in Book 1044, page 322 of the Franklin County records.

II. In Section 10, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Jack Korte by deed recorded in Book 834, Page 348 of the Franklin County records.

- B. A tract of land now or formerly owned by Jack and Virginia Korte by deed recorded in Book 834, Page 343 of the Franklin County records.

III. In Section 11, T 43 N, R 2 E

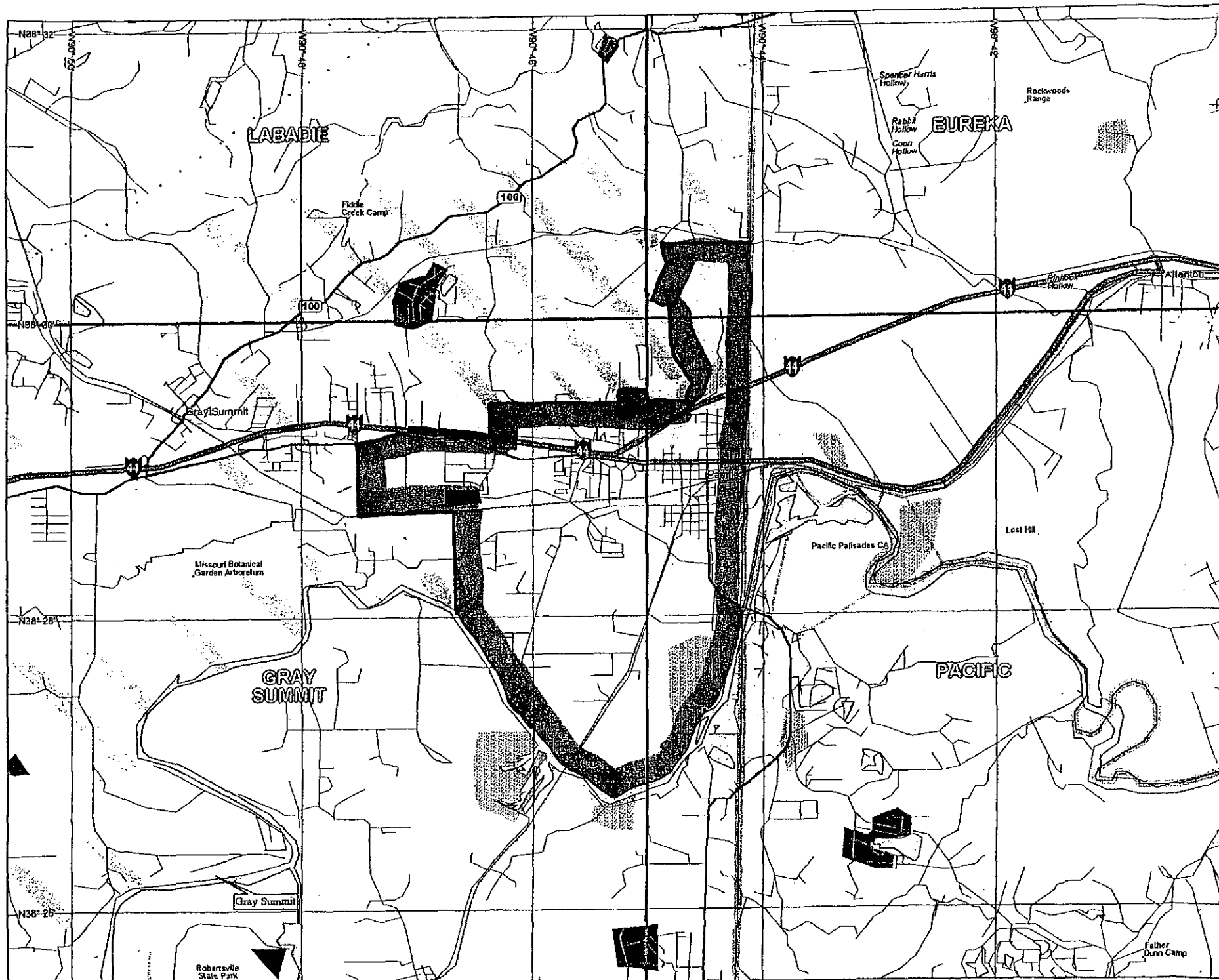
- A. A tract of land now or formerly owned by Harold C. and Alice June Andrae by deed recorded in Book 974, Page 127 of the Franklin County records.
- B. A tract of land now or formerly owned by Edwin R. and Carolyn F. Upchurch by deed recorded in Book 250, Page 581 of the Franklin County records.
- C. A tract of land now or formerly owned by James and Lorna Ray Worth by deed recorded in Book 605, Page 197 of the Franklin County records.
- D. A tract of land now or formerly owned by Robert F. Howe by deed recorded in Book 1009, Page 735 of the Franklin County records.
- E. A tract of land now or formerly owned by Marie W. Brown by deed recorded in Book 467, Page 160 of the Franklin County records.
- F. A tract of land now or formerly owned by Louis A. and Joanne Brown by deed recorded in Book 634, Page 135 of the Franklin County records.
- G. A tract of land now or formerly owned by Paul W. Jr. and Barbara J. Ell by deed recorded in Book 764, Page 685 of the Franklin County records.
- H. A tract of land now or formerly owned by Donald C. and Rebecca S. Moore by deed recorded in Book 1308, Page 734 of the Franklin County records.
- I. A tract of land now or formerly owned by Robert C. and Arlene E. Hogan by deed recorded in Book 664, Page 687 of the Franklin County records.
- J. A tract of land now or formerly owned by Mary M. Reed by deed recorded in Book 1020, Page 159 of the Franklin County records.
- K. A tract of land now or formerly owned by Edna M. Gollhofer, et al by deed recorded in Book 796, Page 358 of the Franklin County records.
- L. A tract of land now or formerly owned by Doris M. Hayes by deed recorded in Book 525, Page 307 of the Franklin County records.
- M. A tract of land now or formerly owned by Theodore and Linda Halker by deed recorded in Book 624, Page 681 of the Franklin County records.
- N. Summit Hills Farm, a subdivision recorded in Plat Book "N", page 183 of the Franklin County records.
- O. Summit Hills Farm # 2, a subdivision recorded in Plat Book "N", page 184 of the Franklin County records.
- P. Summit Hills Farm # 3, a subdivision recorded in Plat Book "N", page 354 of the Franklin County records.

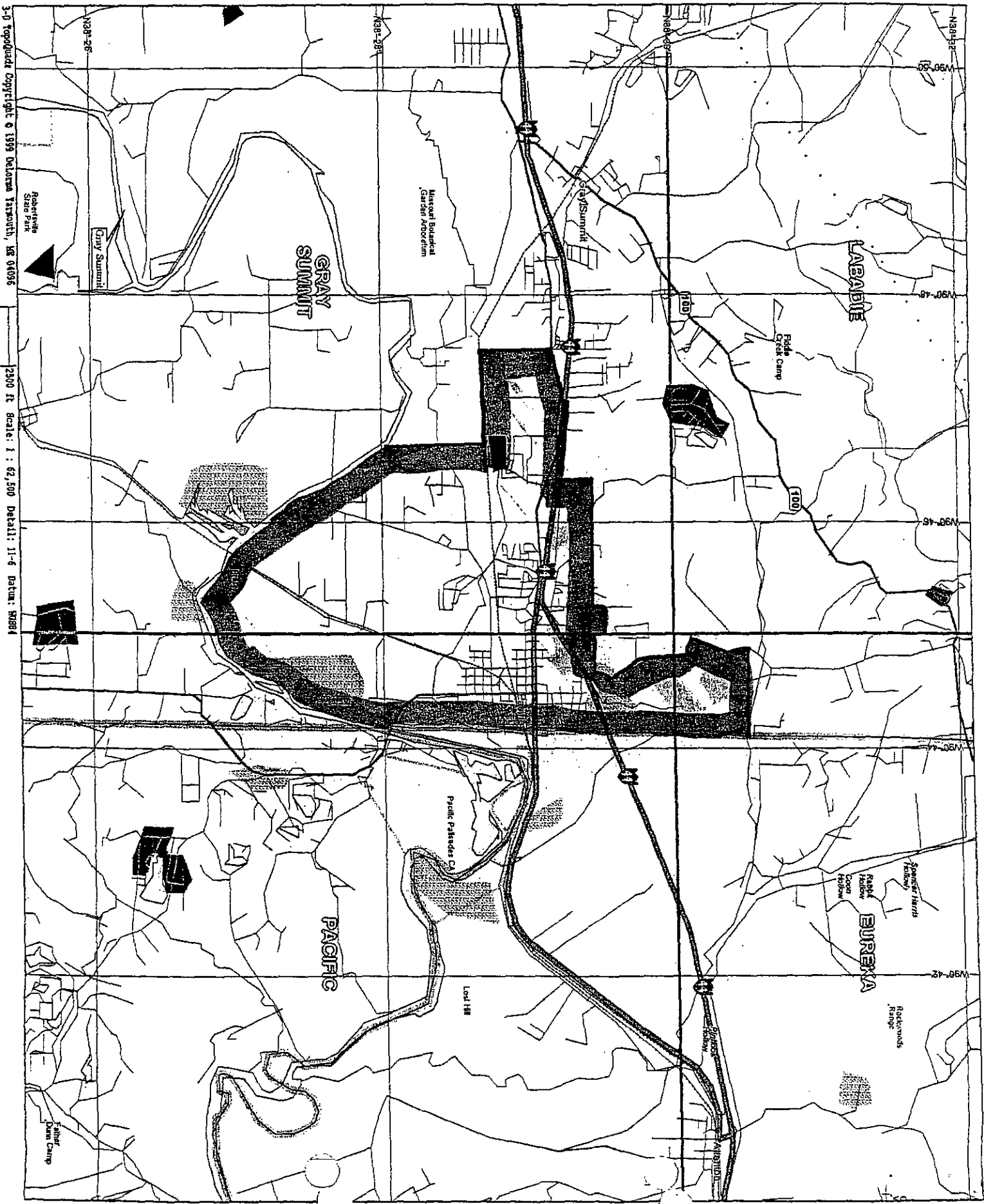
- Q. Summit Hills Farm # 4, a subdivision recorded in Plat Book "N", page 451 of the Franklin County records.
- R. Summit Hills Farm # 5, a subdivision recorded in Plat Book "O", page 712 of the Franklin County records.
- S. Summit Hills Farm # 3 Resub., a resubdivision of Summit Hills Farm # 3 (Plat Book "N", Page 354 of the Franklin County records), recorded in Plat Book "P", page 901 of the Franklin County records.

IV. In Section 14, T 43 N, R 2 E

- A. A tract of land now or formerly owned by Raymond D. and Velda M. Pratt by deed recorded in Book 414, page 427 of the Franklin County records.
- B. A tract of land now or formerly owned by Harlan and Barbara Brundick Bruns by deed recorded in Book 1310, page 054 of the Franklin County records.
- C. A tract of land now or formerly owned by Jerry and Bettye Walling by deed recorded in Book 922, page 182 of the Franklin County records.
- D. A tract of land now or formerly owned by Steve W. and Karen Devine by deed recorded in Book 922, page 179 of the Franklin County records.
- E. A tract of land now or formerly owned by Kerry and Mary Koepe by deed recorded in Book 348, page 359 of the Franklin County records.

See also *Map of West and North City Limits of Pacific, Missouri Lying in Franklin County, Missouri*, by Buescher Ditch & Associates, Inc., Washington, Missouri, dated July 5, 2001





3-D Topographic Copyright © 1999 DeLorme Yarnworth, ME 04095

2500 ft Scale: 1 : 62,500 Detail: 11-6 Datum: NAD83

City of Pacific/ PWSD#3 of Franklin County
Water Territorial Agreement
November 9, 2001

APPENDIX B

AFFECTED EXISTING CUSTOMERS

APPENDIX B

**CUSTOMERS AFFECTED BY THE TERRITORIAL AGREEMENT BETWEEN
THE CITY OF PACIFIC AND PUBLIC WATER SUPPLY DISTRICT NO. 3
OF FRANKLIN COUNTY, MISSOURI**

All addresses are in Pacific, MO 63069

1. Michael & Diana O'Rourke
1935 Kesha Ct.
2. Paul & Janet Lumpkin
1736 Kristi Ln.
3. Dawn Dean
1945 Old Gray Summit Rd.
4. Greg & Kimberly Rigsby
1957 Old Gray Summit Rd.
5. Mark & Debbie Sutterer
1951 Old Gray Summit Rd.
6. Julie Ulbrich
1952 Kelly Ct.
7. George & Diana Barhorst
1974 Kelly Ct.
8. Joe & Ruth Hinman
1975 Kelly Ct.
9. Charles Foster
1948 Kelly Ct.
10. William & Dana Schneeberger
1929 Kesha Ct.
11. Cynthia Ott
1768 Kristi Ln.
12. James Powers
1969 Janet Ln.
13. Clay Banks
1977 Janet Ln.

14. Mr. & Mrs. Ronald Meyer
1972 Janet Ln.

15. Anita McNabb
1938 Janet Ln.

16. Ken & Kellie Elmore
1946 Janet Ln.

17. Eugene & Mary Midden
1930 Kesha Ct.

18. Thomas & Janice Ahlers
1771 Kristi Ln.

19. Gary & Janet Fuszner
1943 Patricia Ln.

20. Leroy Alt
1951 Patricia Ln.

21. Tom & Janet Fitts
1942 Kesha Ct.

22. Stanley & Beverly Hooper
1941 Kesha Ct.

23. David & Carol Keller
1959 Patricia Ln.

24. Jim & Ann Oswald
1973 Patricia Ln.

25. Christopher Arnette
1982 Patricia Ln.

26. Chad Steele
1938 Patricia Ln.

27. Vernie Crews
1941 Crawford Ln.

28. Summit Hill Treatment
Attn: Bob Howe
1942 Crawford Ln.

29. Jeff & Audre Meyers
1733 Kristi Ln.
30. Bernard Gnojewski
1947 Kesha Ct.
31. Joella Miller
1936 Kesha Ct.
32. Wayne & Victoria Dimitro
1780 Kristi Ln.
33. Chris & Brenda Forcherio
1786 Kristi Ln.
34. Michael & Patricia Stacy
1956 Heather Ln.
35. Steven & Patricia Reed
1946 Heather Ln.
36. Scott & Karin Halker
1940 Heather Ln.
37. Garnet Watson
1941 Old Gray Summit Rd.
38. Hubert Alexander
1950 Patricia Ln.
39. James McPherson
1886 Old Gray Summit Rd.
40. Karla Hayden
1948 Old Gray Summit Rd.
41. Pacific Assembly of God Church
1925 Hwy N
42. Craig & Elisa Smith
1980 Patricia Ln.
43. Tom & Rhonda Hardgrave
1747 Kristi Ln.

44. Jim & Michelle Stow
1790 Kristi Ln.
45. Richard Butland
1731 Kristi Ln.
46. Terry & Lisa Bertholomey
1946 Kelly Ct.
47. John Gore
1961 Janet Ln.
48. Greg & Donna Ortlip
1954 Janet Ln.
49. David & Shelly Crabtree
1755 Kristi Ln.

ALJ/Secretary: Hopkins/R yee

Date Circulated 2-7 CASE NO. MO-2002-226

KS
Simmons, Chair

LM
Murray, Commissioner

JS
Lumpke, Commissioner

7/8
Gaw, Commissioner

10/8
Forbis, Commissioner

2-14
Agenda Date

Action taken: 5-0 AS

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 14th day of Feb. 2002 .

Dale Hardy Roberts

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

