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ATTORNEYS AT LAW

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CHARLES BRENT STEWART  
JEFFREY A. KEEVIL

ORIGINAL

TELEPHONE (573) 499-0635  
FACSIMILE (573) 499-0638

FILED<sup>2</sup>

SEP 29 2003

Missouri Public  
Service Commission

September 29, 2003

Missouri Public Service Commission  
Attn: Secretary of the Commission  
200 Madison Street, Suite 100  
P.O. Box 360  
Jefferson City, Missouri 65102-0360

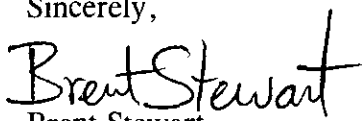
Re: City of Hannibal/PWSD No. 1 of Ralls County, Missouri  
Water Territorial Agreements

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and eight (8) copies of the Joint Application For Approval of Water Service Area Territorial Agreements filed on behalf of Joint Applicants, the City of Hannibal, Missouri and Public Water Supply District No. 1 of Ralls County, Missouri.

Copies of the filing have on this date been mailed or hand-delivered to the General Counsel's Office and the Office of the Public Counsel. Thank you.

Sincerely,

  
Brent Stewart

CBS/bt

Enclosure

cc: General Counsel  
Office of the Public Counsel  
Mark C. Piontek  
Jeffrey H. Blaylock  
Gary Anger, Alliance Water Resources

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

ORIGINAL  
FILED<sup>2</sup>

SEP 29 2003

Missouri Public  
Service Commission

In the Matter of the Joint Application of )  
the City of Hannibal, Missouri and Public )  
Water Supply District No. 1 of Ralls )  
County, Missouri for Approval of )  
Three Territorial Agreements Concerning )  
Water Service Areas in Marion County, )  
Missouri. )

Case No. \_\_\_\_\_

**JOINT APPLICATION FOR APPROVAL OF  
WATER SERVICE AREA TERRITORIAL AGREEMENTS**

COME NOW the City of Hannibal, Missouri ("City" or "Hannibal") and Public Water Supply District No. 1 of Ralls County, Missouri (the "District") (collectively, the "Joint Applicants"), pursuant to Section 247.172 RSMo 2000, 4 CSR 240-2.060, and 4 CSR 240-3.625, and for their Joint Application For Approval Of Water Service Area Territorial Agreements, respectfully state as follows:

1. Applicant City of Hannibal is a city of the third class organized and existing under Chapter 77 RSMo 2000. Hannibal owns and operates a waterworks public utility and provides water service to the public pursuant to Chapter 91 RSMo 2000. Hannibal is a political subdivision of the State of Missouri and is otherwise not subject to regulation by the Commission except for purposes of this Joint Application. Hannibal's principal office and place of business is located at Hannibal Board of Public Works, 3 Industrial Loop Drive, Hannibal, Missouri 63401, telephone number is (573) 221-8050, fax number is (573) 221-7522.

2. Applicant District is a public water supply district organized and existing under Chapter 47 RSMo 2000. The District provides water service at retail and at wholesale to

customers located within the District's water service area in Ralls, Marion and Pike counties, in the State of Missouri. The District is a political subdivision of the State of Missouri and is otherwise not regulated by the Commission except for purposes of this Joint Application. The District's principal office and place of business is located at 3316 Market Street, Hannibal, Missouri 63401, telephone number (573) 221-6615, fax number (573) 221-4198.

3. All communications, correspondence, notices, orders and decisions regarding this application should be addressed to:

Charles Brent Stewart  
STEWART & KEEVIL, L.L.C.  
1001 Cherry Street, Suite 302  
Columbia, Missouri 65201  
(573) 499-0635  
(573) 499-0638 (Fax)

with a copy sent to:

Mark C. Piontek  
LEWIS, RICE & FINGERSH, L.C.  
216 West Main  
P.O. Box 1040  
Washington, Missouri 63090  
(636) 239-7747  
(636) 239-8450 (Fax)

Jeffrey H. Blaylock  
Ford, Parshall and Baker L.L.C.  
609 East Walnut Street  
Columbia, Missouri 65201  
(573) 449-2613  
(573) 875-8154 (Fax)

4. On December 19, 2002, February 28, 2003, and June 17, 2003, respectively, the Joint Applicants pursuant to Section 247.172 RSMo 2000 executed a series of three water service territorial agreements (the "Agreements") concerning three small tracts of commercial development in Marion county, Missouri. Specifically, the Agreements govern water service to the Perry State Bank, the Quality Inn Suites Motel, and United Industries Credit Union. Pursuant to 4 CSR 240-3.625(1)(A) (13)(A), a copy of the three Agreements, including a legal

description of the Joint Applicants' respective water service areas under the Agreements, are attached hereto and incorporated herein by reference as **Appendix A**.

5. The Agreements specifically designate the mutually agreed to water service areas of the Joint Applicants with respect to the subject tracts. The Agreements also set forth any and all powers granted to the District by the City to operate within the corporate municipal boundaries of the City and any and all powers granted to the City to operate within the boundaries of the District for purposes of the Agreements.

6. The Agreements will not result in a change of water service supplier for any customer so 4 CSR 240-3.625(1)(D) is not applicable.

7. The Agreements will enable the Joint Applicants to avoid wasteful and costly duplication of water utility services within the specified service areas, are consistent with the provisions of Section 247.172 RSMo 2000, and are not, therefore, detrimental to the public interest. In fact, the Agreements are in the public interest because they displaces destructive competition to the benefit of the Joint Applicants' respective ratepayers.

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

9. Because Joint Applicants are publicly-owned political subdivisions of the State of Missouri and are otherwise not subject to regulation by the Commission, the provisions of 4 CSR 240-3.625(1)(B) and 4 CSR 240-2.060(1)(K) and (L) do not apply for purposes of this Joint Application.

10. Concurrent with this filing, Joint Applicants have submitted a check in the amount

of five hundred dollars (\$500.00) pursuant to 4 CSR 240-3.630(1).

WHEREFORE, Joint Applicants the City of Hannibal, Missouri and Public Water Supply District No. 1 of Ralls County, Missouri respectfully request that the Commission approve Joint Applicants' proposed territorial agreements.

Respectfully submitted,



Charles Brent Stewart, MoBar# 34885

STEWART & KEEVIL, L.L.C.

1001 Cherry Street, Suite 302

Columbia, Missouri 65201

(573) 499-0635

(573) 499-0638 (fax)

Stewart499@aol.com

ATTORNEY FOR JOINT APPLICANTS

#### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of this Joint Application and appendices has been sent to the Office of the Public Counsel and to the Commission's General Counsel's Office, by hand-delivery, this 29<sup>th</sup> day of September, 2003.



## VERIFICATION

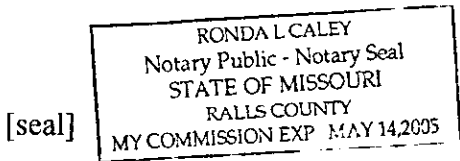
State of Missouri                    )  
  )ss  
County of MARION                )

I, **Robert M. Chriscinske**, having been duly sworn upon my oath, state that I am the General Manager of the Board of Public Works of the City of Hannibal, Missouri, that I am duly authorized to make this verification on behalf of the City, that the matters and things stated in the foregoing application and appendices thereto are true and correct to the best of my knowledge, information and belief.

Robert M. Chriscinske

Subscribed and sworn before me this 26<sup>th</sup> day of September, 2003.

Ronda L. Caley  
Notary Public



My commission expires: 5/14/05

VERIFICATION

State of Missouri                    )  
  )ss  
County of Marion                    )

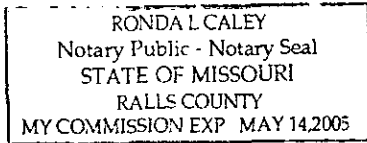
I, **Jon Rogers**, having been duly sworn upon my oath, state that I am the Local Manager of the Public Water Supply District of Ralls County, Missouri, that I am duly authorized to make this verification on behalf of the District, that the matters and things stated in the foregoing application and appendices thereto are true and correct to the best of my information, knowledge and belief.

Jon Rogers

Subscribed and sworn before me this 26<sup>th</sup> day of September, 2003.

Ronda L. Caley  
Notary Public

[seal]



My commission expires: 5/14/05

City of Hannibal/PWSD No. 1 of Ralls County, Missouri  
Water Territorial Agreements

**APPENDIX A**  
**TERRITORIAL AGREEMENTS**



2002 11 2002

## TERRITORIAL AGREEMENT FOR LOT SIX OF CERV SUBDIVISION

This agreement, made and entered into this 19<sup>th</sup> day of December 2002, by and between the Hannibal Board of Public Works of the City of Hannibal, Missouri, a Municipal Corporation (hereinafter called "Board") and Public Water Supply District No. 1 of Ralls County, Missouri (hereinafter called "District"):

### WITNESSETH:

WHEREAS, the Board is authorized by law to provide water services within and without boundaries of the City; and

WHEREAS, the District is authorized by law to provide water services within the boundaries of the district; and

WHEREAS, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, therefore Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Mo. Re. Statutes Section 247.172, or similar procedure, for the territory described as follows:

A tract of land lying in the Northwest Quarter of the Northwest Quarter of Section twenty-six (26), Township Fifty-seven (57), Range (5) West, Marion County, Missouri, and being more fully described as follows to-wit:

Commencing at a 5/8 iron pin marking the Northwest corner of section Twenty-six (26), thence along the West line of said Section Twenty-six (26), South 00 degrees and 04 minutes East 454.94 feet to a 5/8 inch iron pin on the South right-of-way of U.S. Route #36, thence continuing along the West line of said Section Twenty-six (26) a distance of Two Hundred Thirty-three (233.00) feet to the point of beginning; thence North 87 degrees, 43 minutes and 42 seconds East Three hundred Sixty (360.00) feet; thence South 00 degrees, 03 minutes and 51 seconds East Two Hundred Sixteen and 28/100 (216.28) feet; thence South 87 degrees, 43 minutes and 42 seconds West Three Hundred Sixty (360.00) feet; thence North 00 degrees, 03 minutes and 51 seconds West along the section line Two Hundred Sixteen and 28/100 (216.28) feet to the point of beginning, containing 1.79 Acres, more or less, and is subject to easements and right-of-ways of record or not of record, if any. As per Survey #99-711 of Harold R. Crane, registered Land Surveyor #1111-Missouri, during December of 1999. This is also known as Lot Six (6), CERV subdivision.

2. All prior boundaries of the Public water Supply District No. 1 of Ralls County, Missouri and of the Hannibal Board of Public Works shall remain unchanged except for the above referenced tract.

3. The Board and District shall continue to provide water service to their existing customers in accordance with their respective rules and regulations and any applicable state and federal laws, except as otherwise set forth in this Agreement.

4. The Board shall compensate the District by single lump payment in the amount of \$5,000.00.

5. This Agreement may be disclosed in any application process by the District or Board for any loans that could have an effect on any future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission.

7. The parties recognize that neither this agreement nor approval of this Agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement. (Section 247.172(5) RSMo. or similar procedure) The parties further recognize that the City may enter into territorial agreements with other water suppliers pertaining to the water service area of the City described herein and that the District may enter into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the US Department of Agriculture and/or the Missouri Public Service Commission within one year after the date of this Agreement, this Agreement shall thereupon automatically become null and void.

9. The purchase price of \$5,000.00 shall be transferred by the Hannibal Board of Public Works to the District and the same shall be held by the District for general purposes. The parties agree that United Industries Credit Union, as current occupant of the above territory, may reconnect to a certain water meter which it had previously been connected and the parties acknowledge that said water service will be provided by the Hannibal Board of Public Works on a temporary basis until such time as this agreement is approved or disapproved by the US Department of Agriculture and/or the Missouri Public Service Commission. In the event said approval is not obtained then said water service shall be disconnected and the \$5,000.00 to be held by the District shall be returned.

9.01 All costs and attorney fees associated with obtaining US Department of Agriculture and/or the Missouri Public Service Commission approval of this territorial purchase, or detachment, as the case may be, shall be paid by the Board and not by the District. Provided, however, that the

Board shall not be responsible for payment of legal fees or legal expenses incurred by the District for this procedure.

10. This Agreement shall be bidding upon the parties hereto and their successors and assigns.

**BOARD OF PUBLIC WORKS**

By: [Signature]  
President

ATTEST:

Robert L. Heiser Jr.  
Secretary

**CITY OF HANNIBAL**

By: Roy G. Hark  
Mayor

ATTEST:

M.B. Baudendahl  
City Clerk

**PUBLIC WATER SUPPLY DISTRICT NO. 1 OF  
RALLS COUNTY, MISSOURI**

By: [Signature]  
President

ATTEST:

[Signature]  
Secretary

This Contract is approved on behalf of the United States Department of Agriculture this  
24<sup>th</sup> day of March 2003.

By: Leann McClunhaw, RAS  
WDA

MAR 21 1977

## **TERRITORIAL AGREEMENT**

This Agreement, made effective as of the date set forth below, by and between the HANNIBAL BOARD OF PUBLIC WORKS OF THE CITY OF HANNIBAL, MISSOURI, a Municipal Corporation (hereinafter called "Board") and PUBLIC WATER SUPPLY DISTRICT NO. 1 OF RALLS COUNTY, MISSOURI (hereinafter called "District"):

### **WITNESSETH:**

WHEREAS, the Board is authorized by law to provide water services within and without the boundaries of the City; and

WHEREAS, the District is authorized by law to provide water services within the boundaries of the district; and

WHEREAS, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, THEREFORE, the Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Section 247.172 RSMo., and corresponding federal and state regulations, for the territory described as follows:

A part of the West half of the Southwest Quarter of the Northeast Quarter of Section 27 in Township 57 North of the Base Line, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri, described as follows:

Commencing at the southwest corner of the West half of the Southwest Quarter of the Northeast Quarter of said Section 27; thence North 00 degrees 09 minutes 11 seconds East along the west line of said Northeast Quarter a distance of 598.08 feet to the point of beginning; thence North 00 degrees 09 minutes 11 second East continuing along said west line, a distance of 370.00 feet; thence South 89 degrees 55 minutes 23 seconds East parallel with the north line of the Southwest Quarter of said Northeast Quarter a distance of 653.76 feet to a point on the east line of the West half of the Southwest Quarter of said Northeast Quarter; thence South 00 degrees 05 minutes 59 seconds West along said east line a distance of 370.00 feet; thence North 89 degrees 55 minutes 23 seconds West parallel with the north line of the Southwest Quarter of said Northeast Quarter a distance of 654.11 feet to the point of beginning; containing

5.555 acres, more or less, inclusive of road right of way along the west side and being subject to easements of record. (the "Territory")

2. All prior boundaries of the District and of the Board shall remain unchanged, except for the Territory.

3. The Board and District shall continue to provide water service to their existing customers in accordance with any applicable federal and state laws, and their corresponding regulations and rules, except as otherwise set forth in this Agreement.

4. The Board shall compensate the District by a single lump payment in the amount of Five Thousand and 00/100 Dollars (\$5,000.00).

5. This Agreement may be disclosed in any application process by the District or Board when applying for any loans that could have an effect on future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission ("MPSC").

7. The parties recognize that neither this Agreement nor approval of this Agreement by the MPSC shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement, pursuant to Section 247.172, RSMo. Except for the Territory, the parties further recognize that the Board may enter into territorial agreements with other water suppliers pertaining to the water service area of the Board described herein and that the District may entered into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the U.S. Department of Agriculture ("USDA") and/or the MPSC within one (1) year after the date of this Agreement, this Agreement shall be automatically void.

9. The purchase price of Five Thousand and 00/100 Dollars (\$5,000.00) shall be transferred by the Board to the District which shall be held by the District for general purposes. The Board and the District agree that Perry State Bank, as current occupant of the Territory, may connect to a water meter for water service to be provided by the Board on a temporary basis until such time as this Agreement is approved or disapproved by the USDA and/or the MPSC. In the event approval is not obtained within the one (1) year period, the water service shall be disconnected and the Five Thousand and 00/100 Dollars (\$5,000.00) to be held by the District shall be returned to the Board.

10. All costs associated with obtaining approval of the USDA and/or the MPSC of this Agreement, shall be paid by the Board and not by the District; provided, however, that the Board shall not be responsible for payment of the District's attorney fees or other legal expenses relating to this Agreement.

11. This Agreement shall be binding upon the parties hereto and their successors and assigns.

12. This Agreement shall be controlled by and interpreted using the laws of the State of Missouri and the court located in the county and state in which the Territory is located shall have jurisdiction over any action brought in connection with this Agreement.

13. The effective date of this Agreement is the last date upon which a party hereto signs the Agreement. This Agreement may be executed in one or more counterparts, including a photocopy or facsimile thereof, each of which shall be deemed to be an original, including the signature thereon, but all of which together shall constitute one and the same agreement.

Date: 2-18, 2003 HANNIBAL BOARD OF PUBLIC WORKS

By [Signature]  
Its PRESIDENT

ATTEST:

By Robert F. Weiser Jr.  
Its SECRETARY

Date: 2-18, 2003 CITY OF HANNIBAL

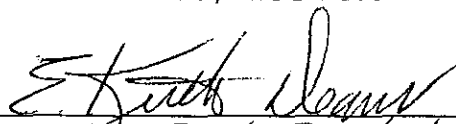
By [Signature]  
Its Mayor

ATTEST:

By [Signature]  
Its City Clerk

Date: 3/20, 2003

PUBLIC WATER SUPPLY DISTRICT NO. 1  
OF RALLS COUNTY, MISSOURI

By   
Its Board President

ATTEST:

By   
Its District Clerk

This Agreement is approved on behalf of the United States Department of  
Agriculture this 24<sup>th</sup> day of March, 2003

By Leann McClanahan

Name Leann McClanahan

Title RDC



**TERRITORIAL AGREEMENT FOR HOTEL PROPERTY IN CERV  
SUBDIVISION**

This agreement, made and entered into this 17<sup>TH</sup> day of JUNE, 2003 by and between the Hannibal Board of Public Works of the City of Hannibal, Missouri, a Municipal Corporation (hereinafter called "Board") and Public Water Supply District No. 1 of Ralls County, Missouri (hereinafter called "District"):

**WITNESSETH:**

WHEREAS, the Board is authorized by law to provide water services within and without boundaries of the City; and

WHEREAS, the District is authorized by law to provide water services within the boundaries of the district; and

WHEREAS, duplication of facilities in areas directly served by both the Board and the District entails waste of resources and increased consumer costs; and

WHEREAS, Board and District desire to avoid wasteful duplication of services and undue costs to their respective customers.

NOW, therefore Board and District agree as follows:

1. The Parties wish to enter into a territorial agreement pursuant to the provisions of Mo. Re. Statutes Section 247.172, or similar procedure, for the territory described as follows:

Tract 1. A tract of land being the Northern part of Lot 2 of Smith and Campbell Subdivision, a re-subdivision of all of Lots 1, 2 and 3 in CERV Subdivision, a subdivision being part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 57 North, Range 5 West, in the City of Hannibal, Marion County, Missouri and being more fully described as follows to-wit;

Beginning at the Northeast corner of Lot 2 of said Smith and Campbell Subdivision, said point also being the Northeast corner of Lot 1 of said CERV Subdivision, thence South 00 degrees, 01 minute and 00 seconds West along the East line of said Lot 2 of Smith and Campbell Subdivisions 404.13 feet to the Southeast corner of the North 129.00 feet of Lot 2 of said CERV Subdivision; thence South 87 degrees, 43 minutes and 38 seconds West along the South line of said North 129.00 feet 337.07 feet to the West line of said Lot 2 of Smith and Campbell Subdivision; thence North 00 degrees, 03 minutes and 52 seconds West along said West line 129.00 feet to the Southwest corner of Lot 1 of said Smith and Campbell Subdivision; thence North 87 degrees, 43 minutes and 42 seconds East along the line common to Lots 1 and 2 of said Smith and Campbell Subdivision 218.76 feet to the Southeast corner of said Lot 1; thence North 00 degrees, 01 minutes and 00 seconds East along the line common to said Lots 1 and 2 of said Smith and Campbell Subdivision 275.13 feet to the North corner common to said Lots 1 and 2 on the South right-of-way of U.S. Route #36; thence North 87 degrees, 43 minutes and 42 seconds East along said right-of-way and the North line of said Lot 2 of Smith and Campbell Subdivision 118.50 feet to the Point of Beginning, containing 1.75 Acres, more or less, with the above described being subject to easements as set forth on the Plat of said Smith and Campbell Subdivision, other easements and rights-of-way of record or not of record in any, and subject to the Restrictions and Covenants as set forth on the Plat of said CERV Subdivision filed for record on the 16<sup>th</sup> day of July, 2001 and recorded in Book 9 at page 48 of the Marion County Deed Records.

Tract 2. Lot Four (4) located in CERV Subdivision of a tract of land being part of the Northwest Quarter of the Northwest Quarter of Section Twenty-six (26), Township Fifty-seven (57) North, Range Five (5) West, in the City of Hannibal, Marion County, Missouri, consisting of approximately 1.82 acres, more or less.

2. All prior boundaries of the Public Water Supply District No. 1 of Ralls County, Missouri and of the Hannibal Board of Public Works shall remain unchanged except for the above referenced tract.

3. The Board and District shall continue to provide water service to their existing customers in accordance with their respective rules and regulations and any applicable state and federal laws, except as otherwise set forth in the this Agreement.

4. The Board shall compensate the District by single lump payment in the amount of \$53,517.00.

5. This Agreement may be disclosed in any application process by the District or Board for any loans that could have an effect on any future territorial rights.

6. The terms of this Agreement may not be modified, repealed or changed except by a written document executed by the parties, and approved by their respective governing bodies and the Missouri Public Service Commission.

7. The parties recognize that neither this agreement nor approval of the Agreement by the Missouri Public Service Commission shall in any way affect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the water service areas set forth in this Agreement. (Section 247.172(5) RSMo. or similar procedure) The parties further recognize that the City may enter into territorial agreements with other water suppliers pertaining to the water service area of the City described herein and that the District may enter into territorial agreements with other water suppliers pertaining to the water service area of the District described herein.

8. In the event this Agreement is not approved by the US Department of Agriculture and/or the Missouri Public Service Commission within one year after the date of this Agreement, the Agreement shall thereupon automatically become null and void.

9. The payment of \$53,517.00 shall be transferred by the Hannibal Board of Public Works to the District and the same shall be held and used by the District for extension and improvement purposes.

10. All costs and attorney fees associated with obtaining US Department of Agriculture and/or the Missouri Public Service Commission approval of this territorial purchase, or detachment, as the case may be, shall be paid by the Board and not by the District. Provided, however, that the Board shall not be responsible for payment of legal fees or legal expenses incurred by the District for this procedure.

11. This Agreement shall be binding upon the parties hereto and their successors and assigns.

**BOARD OF PUBLIC WORKS**

By: Michael J. Gentry  
President

ATTEST:

Robert L. Hensen  
Secretary

**CITY OF HANNIBAL**

Roy G. Hark  
Mayor

ATTEST:

M.B. Barendse  
City Clerk

**PUBLIC WATER SUPPLY DISTRICT NO. 1  
OF RALLS COUNTY, MISSOURI**

By: E. Keith Shaw  
President

ATTEST:

Ronda S. Allen  
Secretary

This Contract is approve on behalf of the United States Department of Agriculture this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

By: \_\_\_\_\_