Exhibit No .:

Issue:

Agreement/Water Service

Witness:

Terry Thomas
Direct Testimony

Type of Exhibit: Sponsoring Party:

City of Pevely WC-2014-0018

Case No.: Date Testimony Prepared:

April 25, 2014

MISSOURI PUBLIC SERVICE COMMISSION REGULATORY REVIEW DIVISION

DIRECT TESTIMONY

OF

TERRY THOMAS

STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION v. CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT C-1 OF JEFFERSON COUNTY and CITY OF PEVELY

CASE NO. WC-2014-0018

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

The Staff of the Missouri Public Service Commission,))	
Complainant)	
VS.)	
Consolidated Public Water Supply District C-1 of Jefferson County, Missouri,) Case No. WC-2014-0018	
and		
City of Pevely, Missouri,		
Respondents)	
AFFIDAVIT OF TERRY THOMAS		
STATE OF MISSOURI)		
COUNTY OF) SS		
Terry Thomas, of lawful age, on his oath states: that he has participated in the preparation of the following Direct Testimony in question and answer form, consisting of		
Subscribed and sworn to before me	this <u>35</u> day of <u>April</u> , 2014. Notary Public	
Notary P	ABER ADAMS Public - Notary Seal te of Missouri ed for Jefferson County Expires: November 12, 2017 on Number: DV4798	

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4 5 6 7	STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION v. CONSOLIDATED PUBLIC WATER SUPPLY DISTRICT C-1 OF JEFFERSON COUNTY and CITY OF PEVELY
8 9	CASE NO. WC-2014-0018
10	Q. Please state your name and business address.
11	A. My name is Terry Thomas and my business address is 401 Main Street, Pevely, Missouri
12	63070.
13	Q. By whom are you employed and in what capacity?
14	A. I am employed by the City of Pevely as the City Administrator.
15	I. Respondents' Alleged Territorial Agreement
16	Q. Could you please summarize your testimony related to the agreement at issue in this
17	case?
18	A. In 2007, Pevely entered into an agreement with the Consolidated Public Water Supply
19	District C-1 of Jefferson County, Missouri (District). If Pevely thought that Missouri Revised
20	Statute § 247.172 applied to that agreement such that its conduct would be considered to violate
21	that law, then it would have sought the Commission's approval of the agreement. Pevely
22	received no notice from the Commission prior to these proceedings that it intended to enforce the
23	provisions of § 247.172 against the Respondents' agreement. Pevely is unsure of the status of
24	the agreement between Respondents as Pevely is willing to provide water services to those
25	within its municipal boundaries who are in need. The District previously sued the City alleging
26	that Pevely was not abiding by the agreement.
27	II. Provision of Water Services in General

- 1 Q. Could you please summarize your testimony related to Pevely's provision of water
- 2 service in general?
- 3 A. Pevely does not provide water service beyond its corporate municipal boundaries.

4 III. Water Service to Valle Creek Condominiums

- 5 Q. Could you please summarize your testimony related to Pevely's provision of water
- 6 service to Valle Creek Condominiums?
- 7 A. The property known as Valle Creek Condominiums (Valle Creek) lies within the
- 8 municipal boundaries of Pevely. The District lacked the infrastructure to serve the area in which
- 9 Valle Creek is located. Upon information and belief, the District and the developer of Valle
- 10 Creek, H & H Development Company, Inc. (H & H) entered into an agreement providing for H
- 11 & H's connection to the District's water system. At the request of H & H, Pevely agreed to
- 12 provide water to Valle Creek for a period of 6 months. Pevely's water mains extend to Valle
- 13 Creek, which allowed it to provide water services to Valle Creek upon H & H's request. Pevely
- would have directly provided water to Valle Creek if H & H had not entered into an agreement
- with the District to connect to the District's water system. Pevely provided water to Valle Creek
- 16 beyond the 6 month period because it had not connected to the District's water system and
- 17 Pevely wanted to ensure that Valle Creek received water. Pevely has advised the receiver of H
- 18 & H that it is willing to meet the future water service needs of Valle Creek.