

CITY OF CENTRALIA

114 SOUTH ROLLINS—MUNICIPAL BUILDING—573-682-2139

CENTRALIA, MISSOURI 65240

March 31, 2009

The Honorable Colleen M. Dale, Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102-0360

FILED
April 2, 2009
Data Center
Missouri Public
Service Commission

Re: Joint Application of the City of Centralia, Missouri and Public
Water Supply District No. 10 of Boone County, Missouri for
approval of a third amendment to a written territorial agreement
concerning territory within Boone County, Missouri

Dear Judge Dale:

I enclose for filing one original and eight copies of the Joint Application for approval of a third amendment to a written territorial agreement, filed on behalf of the City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri. Each Joint Application original and copy has a third amendment to written territorial agreement attached to it. No filing fee check is enclosed since per PSC regulations, there is no filing fee for applications relating to amendments to territorial agreements concerning cities and public water supply districts.

A copy of the Joint Application with the attached third amendment to territorial agreement and this cover letter are being served by mail on (1) the Office of General Counsel of the Missouri Public Service Commission and (2) the Office of Public Counsel. There are no other parties to be served.

Please see how the Public Service Commission handled the approval of the second amendment to the territorial agreement, including issuance of the order regarding the second amendment approval. Assuming no objections are filed to this third amendment, the parties request that the Public Service Commission handle this third amendment application in the same manner as the second amendment application was handled in Case No. WO-2007-0091. Thank you.

Very truly yours,



Merritt M. Beck III
City Attorney
City of Centralia, Missouri

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of)
the City of Centralia, Missouri and Public)
Water Supply District No. 10 of Boone) Case No. _____
County, Missouri for approval of a third)
amendment to a written territorial agreement)
concerning territory within Boone County,)
Missouri)

FILED
April 2, 2009
Data Center
Missouri Public
Service Commission

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the above and foregoing Joint Application for approval of a third amendment to a written territorial agreement by joint applicants City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri in the above captioned matter was served by First Class United States Mail, postage fully prepaid, in Centralia, Missouri upon the office of General Counsel, Missouri Public Service Commission, P. O. Box 360, Jefferson City, Missouri 65102-0360; and upon the office of Public Counsel, P. O. Box 2230, Jefferson City, Missouri 65102-2230, this 31st day of March, 2009.



Merritt M. Beck III
Missouri Bar No. 27229
City Attorney
City of Centralia, Missouri
114 South Rollins Street
Centralia, Missouri 65240
Phone: (573)682-2114
Fax: (573)682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net
ATTORNEY FOR THE CITY OF
CENTRALIA, MISSOURI

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of)
the City of Centralia, Missouri and Public)
Water Supply District No. 10 of Boone)
County, Missouri for approval of a third)
amendment to a written territorial agreement)
concerning territory within Boone County,)
Missouri)

Case No. _____

JOINT APPLICATION

COMES NOW the City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri, and pursuant to Section 247.172, Revised Statutes of Missouri, jointly state as follows:

1. Applicant City of Centralia, Missouri (hereafter referred to as "City") is a municipal corporation and city of the fourth class located in Boone County, Missouri, organized and operating generally under the authority of Chapter 79 of the Revised Statutes of Missouri.

City owns and operates a waterworks and water supply system, a municipally owned utility (hereafter referred to as "water system"), and under the authority of Section 91.050, Revised Statutes of Missouri, has the power to supply water from its water system not only to its inhabitants within its corporate limits but also to persons and private corporations situated outside its corporate boundaries. City's principal office, place of business and mailing address is 114 South Rollins Street, Centralia, Missouri 65240. City's electronic mail address (for the City Administrator) is lynn@centraliamo.org. City's fax number is (573) 682-5956 and City's telephone number is (573) 682-

2139.

2. Applicant Public Water Supply District No. 10 of Boone County, Missouri (hereafter referred to as "District") is a public water supply district and a political corporation of the State of Missouri organized, established, existing and operating pursuant to Chapter 247, Revised Statutes of Missouri, to provide water services to customers within the boundaries of District, which include land in Boone County, Audrain County and Randolph County, Missouri. District's principal office and place of business is at 22601 North March Road, Centralia, Missouri. District's mailing address is P. O. Box J, Centralia, Missouri 65240. District has no electronic mailing address.

District's fax number is (573) 682-5353 and District's telephone number is (573) 682-5314.

3. Correspondence, communications and orders and decisions of the Public Service Commission are to be sent to:

Merritt M. Beck III
City Attorney
City of Centralia, Missouri
114 South Rollins
Centralia, Missouri 65240
(573) 682-2114
ATTORNEY FOR CITY

James T. Ausmus
Attorney at Law
116 North Allen
P. O. Box 127
Centralia, Missouri 65240
(573) 682-2114
ATTORNEY FOR DISTRICT

4. Neither City nor District has any pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates that have

occurred within three (3) years of the date of this joint application.

5. No annual report or assessment fees are overdue concerning either City or District.

6. Joint Applicants City and District previously executed a territorial agreement (hereafter referred to as "the Original Agreement"), which was approved by the Missouri Public Service Commission by Report and Order issued February 7, 2002, Case No. WO-2002-208, all incorporated herein by reference as fully as if set forth herein. Paragraph 10 of the Original Agreement states that City and District "may hereafter agree in writing to include additional areas in City's water service area and exclude the same areas from District's water service area".

7. Joint Applicants City and District also previously executed a First Amendment To Territorial Agreement (hereafter referred to as the "First Amendment") pursuant to Section 247.172, Revised Statutes of Missouri, which was approved by the Missouri Public Service Commission by Report and Order issued November 23, 2004, Case No. WO-2005-0084, all incorporated herein by reference as fully as if set forth herein.

8. Joint Applicants City and District also previously executed a Second Amendment To Territorial Agreement (hereafter referred to as the

"Second Amendment") pursuant to Section 247.172, Revised Statutes of Missouri, which was approved by the Missouri Public Service Commission by Order issued November 7, 2006, Case No. WO-2007-0091, all incorporated herein by reference as fully as if set forth herein.

9. Joint Applicants City and District now have executed a Third Amendment To Territorial Agreement (hereafter referred to as the "Third Amendment") pursuant to Section 247.172, Revised Statutes of Missouri.

A copy of the Third Amendment (including Exhibits 1 through 4 to the Third Amendment) is attached to and made a part hereof as Appendix A and incorporated herein by reference as fully as if set forth herein.

10. The Third Amendment specifically designates the one change in the boundaries of the water service areas of City and District by legal descriptions, concerning one tract of land in Boone County, Missouri, as described and mapped in Exhibit 3 and Exhibit 4 of said Third Amendment. The Original Agreement, the First Amendment, the Second Amendment and the Third Amendment together set forth any and all powers granted to City by District for City to operate within the boundaries of District, and any and all powers granted to District by City for District to operate within the corporate boundaries of City.

11. No illustrative tariff is provided since neither City nor District is a regulated utility.

12. The Third Amendment is in the public interest and is not detrimental to the public interest because the Third Amendment authorizes City to provide water service in a manner that is equal to that provided to other water customers within City concerning the approximate 26-acre tract that was annexed to the City in 2007, about seven acres of which is zoned commercial and the remaining approximately 19 acres of which is zoned residential. The land is immediately adjacent to existing water mains of City. No District water lines are in the vicinity. Therefore, the land's inclusion within the City water service area will authorize the City to provide the large quantities of water needed for the land's residential and commercial uses and sufficient to meet the minimum fire protection water flow required by building code ordinances of City for commercial water customers in the City and for new residential subdivisions in the City. City has current water mains of a size and location better suited to supply these prospective commercial water customers and large scale residential subdivision water customers than does District. Except for this change in the water service areas of City and District, the Third Amendment states that the existing Original Agreement between City and District as amended by the First Amendment and further amended by the Second Amendment shall remain and continue in full force and effect in all respects. Thus, the ability of District to service its outstanding debt is protected.

13. No existing customers of either City or District will have their water service changed by the Third Amendment. None of the persons and entities affected by the Third Amendment (listed in Exhibit 3) has any current water service on Tract Letter A land described in Exhibit 3.

14. The Third Amendment in no way affects or diminishes the rights and duties of any water supplier not a party to the Third Amendment, the Second Amendment, the First Amendment or the Original Agreement to provide water service within the amended boundaries designated in the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement.

WHEREFORE, Joint Applicants City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri respectfully request that the Public Service Commission, pursuant to Section 247.172, Revised Statutes of Missouri, find that the Third Amendment To Territorial Agreement is not detrimental to the public interest and approve by issuance of an order said Third Amendment to Territorial Agreement entered into between Joint Applicants City and District, and for such other relief deemed appropriate and proper to accomplish the purposes of this Joint Application.

Merritt M. Beck III
Merritt M. Beck III
Mo. Bar No. 27229
City Attorney
City of Centralia, Missouri
114 South Rollins Street
Centralia, Missouri 65240
Phone: (573) 682-2114
Fax: (573) 682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net
ATTORNEY FOR CITY OF CENTRALIA,
MISSOURI

James T. Ausmus
James T. Ausmus
Mo. Bar No. 17425
116 North Allen Street
P. O. Box 127
Centralia, Missouri 65240
Phone (573) 682-2114
Fax: (573) 682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net
ATTORNEY FOR PUBLIC WATER
SUPPLY DISTRICT NO. 10 OF
BOONE COUNTY, MISSOURI

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

Shelley Becker, of lawful age, being duly sworn, states that she is the Mayor of Applicant City of Centralia, Missouri, that she has read the above and foregoing Joint Application, including appendices attached thereto, and that the statements therein and the contents of the appendices attached thereto are true and correct according to her best knowledge, information and belief.

Shelley Becker
Shelley Becker, Mayor of the
City of Centralia, Missouri

SUBSCRIBED and SWORN to before me this 13th day of February, 2009.

Heather N. Lockett
Notary Public
STATE OF MISSOURI, Commissioned
in Boone County

(SEAL)



HEATHER NICOLE LOCKETT
My Commission Expires
May 26, 2009
Boone County
Commission #05718059

My commission expires: May 26, 2009

STATE OF MISSOURI)
) ss.
COUNTY OF Boone)

Arthur Ray Heath, of lawful age, being duly sworn, states that he is the President of Applicant Public Water Supply District No. 10 of Boone County, Missouri, that he has read the above and foregoing Joint Application, including appendices attached thereto, and that the statements therein and the contents of the appendices attached thereto are true and correct according to his best knowledge, information and belief.

Arthur Ray Heath
Arthur Ray Heath, President of
Public Water Supply District
No. 10 of Boone County, Missouri

SUBSCRIBED and SWORN to before me this 10th day of March, 2009.

(SEAL) LORRY MYERS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 12/17/2011
Commission # 07383815

Larry Myers
Notary Public
STATE OF MISSOURI, Commissioned
in Boone County

My commission expires: 12-17-2011

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of)
the City of Centralia, Missouri and Public)
Water Supply District No. 10 of Boone) Case No. _____
County, Missouri for approval of a third)
amendment to a written territorial agreement)
concerning territory within Boone County,)
Missouri)

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the above and foregoing Joint Application for approval of a third amendment to a written territorial agreement by joint applicants City of Centralia, Missouri and Public Water Supply District No. 10 of Boone County, Missouri in the above captioned matter was served by First Class United States Mail, postage fully prepaid, in Centralia, Missouri upon the office of General Counsel, Missouri Public Service Commission, P. O. Box 360, Jefferson City, Missouri 65102-0360; and upon the office of Public Counsel, P. O. Box 2230, Jefferson City, Missouri 65102-2230, this 31st day of March, 2009.



Merritt M. Beck III
Missouri Bar No. 27229
City Attorney
City of Centralia, Missouri
114 South Rollins Street
Centralia, Missouri 65240
Phone: (573)682-2114
Fax: (573)682-5621
Electronic Mail Address:
ausmusbecklaw@centurytel.net
ATTORNEY FOR THE CITY OF
CENTRALIA, MISSOURI