

70 2002-62

FILED

AUG 3 2001

OFFICIAL CASE FILE

MISSOURI PUBLIC SERVICE COMMISSION

RESALE AGREEMENT

Missouri Public Service Commission

This Resale Agreement (the "Agreement") is made effective as of the 2nd day of August, 2001, and will become effective upon approval by the Missouri Public Service Commission ("Commission"), by and between BPS Telephone Company with offices at 120 Stewart Street, Bernie, Missouri 63822 (hereinafter "Telephone Company") and Missouri State Discount Telephone, a sole proprietorship owned by Harry L. Thielepape, in its capacity as a certified provider of basic local telecommunications service and long distance service in the State of Missouri pursuant to Order of the Commission in Case No. TA-2001-334, with its address at 804 Elkins Lake, Huntsville, TX 77340 (hereinafter "Missouri State Discount"). (Telephone Company and Missouri State Discount being referred to collectively as the "Parties" and individually as a "Party").

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Telephone Company and Missouri State Discount hereby covenant and agree as follows:

**ARTICLE I
SCOPE AND INTENT OF AGREEMENT**

1.1 Scope and Intent. This Agreement shall cover Missouri State Discount's resale of Telephone Company's retail services in the State of Missouri. This Agreement shall not cover any forms of interconnection or competition in the local exchange market between the Parties other than in the form of resale of Telephone Company's services on a retail basis. This Agreement will be submitted to the Missouri Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or

Exhibit No. 6
Case No(s) 70-2003-0012
Date 7/7/03 Rptr SKH

1
ATTACHMENT II

0000001

other public forum addressing any matter, including matters related to the same types of resale arrangements and/or matters covered in this agreement.

The services and facilities to be provided to Missouri State Discount in satisfaction of this Agreement will be provided pursuant to Telephone Company's tariffs or rate sheets and then current practices. Should such services and facilities be ordered modified by any lawful procedure, including Commission proceedings or judicial action, this contract shall be deemed null and void and the parties shall renegotiate the terms of any subsequent contract.

ARTICLE II GENERAL PROVISIONS

2.1 Term and Termination. Subject to the provisions of this Agreement, the term of this Agreement shall commence on the effective date stated on the first page and shall renew twelve (12) months after the effective date.

Notwithstanding anything to the contrary contained herein, Telephone Company or Missouri State Discount may terminate this Agreement as to a specific operating area, or portion thereof, of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party terminating the Agreement as to a specific operating area or portion thereof, shall provide the other Party with at least thirty (30) calendar days of such notice. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

Termination of this Agreement, or any part hereof for any cause, shall not release either Party from any liability which at the time of termination had already accrued to the other Party.

2.3 Conditions. Missouri State Discount may resell the tariffed local exchange and exchange access services of Telephone Company contained in Telephone Company's applicable tariff or rate sheets, such resale to be conditioned upon the provisions of this Agreement. Telephone Company shall take orders from and expect payment from, Missouri State Discount for all services purchased under this Agreement. Residential Accounts will be billed as Residential and Business Accounts will be billed as Business Accounts.

Missouri State Discount shall be Telephone Company's single point of contact for all services purchased under this Agreement. Telephone Company shall have no contact with Missouri State Discount's customers except as provided in this Agreement. Telephone Company shall continue to bill its end users for any services that such end users specify they wish to receive directly from Telephone Company, and Telephone Company maintains the right to serve directly any end users within its service territory. Telephone Company may continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with Missouri State Discounts' customers.

Facilities and/or equipment utilized by Telephone Company to provide services to Missouri State Discount shall remain the property of Telephone Company.

2.4 Amendments. Any amendment, modification or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" or "Agreement" shall include future amendments, modifications and supplements.

2.5 Assignment. Any assignment of either Party of any right, obligation or duty without the written consent of the other Party shall be void, such consent not to be unreasonably withheld.

2.6 Authority. Each person whose signature appears on this Agreement represents and

warrants that he or she has authority to bind the Party on whose behalf he or she has exercised this Agreement.

2.7 Deposit. Telephone Company may charge Missouri State Discount a deposit up to and not exceeding \$____, and Missouri State Discount will pay such deposit before Telephone Company is required to perform under this Agreement.

2.8 Fraud. Missouri State Discount assumes responsibility for all fraud associated with its end user customer and accounts. Telephone Company shall bear no responsibility for, nor is it required to investigate or make adjustment to Missouri State Discount's account in cases of fraud.

SECTION III TELEPHONE NUMBERS

3.1 Number Retention. It is the practice and policy of Telephone Company to allow all end users to retain their assigned telephone numbers for as long as they subscribe to service continuously. Missouri State Discount understands, however, that no customer enjoys a proprietary interest in any telephone numbers, and that telephone numbers may be reassigned or changed or redesignated or any combination of the above whenever Telephone Company deems it necessary to do so for whatever reasons.

SECTION IV LAW ENFORCEMENT

4.1 Law Enforcement Interface. Telephone Company shall cooperate fully with law enforcement agencies and all aspects of the detection and prevention of crime. Service furnished under this Agreement is furnished subject to the condition that it will not be used for any unlawful purpose. Services will be disconnected if any law enforcement agency advises Telephone Company that the service is being used in violation of the law. Telephone Company may refuse service when

it has grounds to believe that service is being used or will be used in violation of the law. Telephone Company accepts no responsibility to any person for any unlawful acts committed by Missouri State Discount or its end users as part of providing service to Missouri State Discount. Telephone Company shall cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Telephone Company customers. Law enforcement agency subpoenas and court orders regarding end users of Missouri State Discount shall be directed to Missouri State Discount. Telephone Company shall bill Missouri State Discount for implementing any request by law enforcement agencies regarding Missouri State Discount's end users. Telephone Company will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire taped, traced, etc., is a Missouri State Discount customer and shall refer them to Missouri State Discount.

SECTION V NETWORK INTEGRITY

5.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Parties' facilities or create hazards to the employees of either Party or to the public. (Each hereinafter referred to as an "Impairment of Service").

5.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or services is being impaired shall promptly notify the Party causing the Impairment of Service of

the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If the Parties are unable to promptly remedy the Impairment of Service, then the Party with the impaired service, may at its option, temporarily discontinue the use of the affected circuit, facility or equipment.

SECTION VI RESTRICTIONS ON SERVICES AND RESALE

6.1 Restrictions.

6.1.1. The resale of services under this Agreement shall be limited to users and uses conforming to class of service restrictions. All services provided under this Agreement shall be toll restricted, so that the services cannot be used to incur direct dial toll charges. If Telephone Company discovers that Missouri State Discount has sold services in violation of class of service restrictions, Telephone Company shall notify Missouri State Discount of this fact and shall begin billing Missouri State Discount at the appropriate class of service rates. Missouri State Discount also shall be responsible for service order changes between classes of service, back billing to correct the appropriate class of service and late charges for back billing. Missouri State Discount shall not target Telephone Company's current customers or new customers to Telephone Company's service area, for services to be resold by Missouri State Discount. Missouri State Discount's target market shall be individuals and entities which are not current customers of Telephone Company and have been disconnected for nonpayment of Telephone Company's telecommunication charges. In the event that a current customer of Telephone Company requests service from Missouri State Discount prior to actual disconnection by Telephone Company, Telephone Company will process an

appropriate service order from Missouri State Discount when it receives notification and verification from the customer that the customer intends to take service from Missouri State Discount. Missouri State Discount shall not rearrange, move, disconnect, remove, or attempt to repair any facilities owned by Telephone Company, other than by connection or disconnection to any interface means.

6.1.2. Missouri State Discount shall not resell to one class of customers a service that is offered by Telephone Company only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, Disabled Services or Lifeline Services to Non-Qualifying Customers).

6.1.3. Missouri State Discount shall not resell Lifeline Services and services for the disabled.

6.1.4. Missouri State Discount shall not resell promotional offerings of ninety (90) days or less in duration. These promotional offerings are not available to Missouri State Discount for resale.

SECTION VII MAINTENANCE

7.1 **Maintenance Testing and Repair.** Telephone Company will provide repair and maintenance services to Missouri State Discount and its end user customers for resold services in accordance with the same standards and charges used for such services provided to Telephone Company end user customers. Missouri State Discount shall be Telephone Company's single point of contact for all repair calls on behalf of Missouri State Discount's end users. Missouri State Discount shall contact the appropriate repair center to report troubles in accordance with procedures established by Telephone Company. For all repair requests, Missouri State Discount accepts

responsibility for adhering to Telephone Company's prescreening guidelines prior to referring the trouble to Telephone Company. Telephone Company shall bill Missouri State Discount for handling troubles that are found not to be in Telephone Company's network, as set forth above. Telephone Company reserves the right to contact Missouri State Discount's customers, if deemed necessary for maintenance purposes.

SECTION VIII SERVICE ORDERS

8.1 Service Order Procedures. Missouri State Discount shall use Telephone Company's standard service procedures for all service orders, including moves, adds, changes, connects, and disconnects. Telephone Company shall not require end user confirmation prior to establishing service for Missouri State Discount's end users. Missouri State Discount must, however, be able to demonstrate end user authorization upon request. Missouri State Discount shall be the single point of contact with Telephone Company for all subsequent ordering activity resulting in additions or changes to resold services except that Telephone Company shall accept a request directly from the end user for conversion to the end user service from Missouri State Discount to Telephone Company.

SECTION IX PRICING

9.1 Pricing. All services ordered by Missouri State Discount under this Agreement shall be billed by Telephone Company to Missouri State Discount at the applicable tariff rates and/or rate sheet charges. Services ordered by Missouri State Discount under this Agreement for which there are no applicable tariff rates or rate sheet charges shall be billed by Telephone Company to Missouri State Discount at rates which are mutually agreed to in writing between the Parties. Telephone

Company shall bill Missouri State Discount for all charges using its normal billing practices and procedures. Telephone Company reserves the right to cancel services for non-payment using standard disconnect procedures. Telephone Company shall bill Missouri State Discount, in advance, charges for all services to be provided during the upcoming billing cycle, except charges associated with service usage, which charges shall be billed in arrears. Telephone Company shall render bills each month on established billing days for each of Missouri State Discount's accounts. Payment of all charges shall be the responsibility of Missouri State Discount. Missouri State Discount shall make payments to Telephone Company for all services billed. Telephone Company is not responsible for payments not received by Missouri State Discount from Missouri State Discount's customers. Telephone Company shall not become involved in billing disputes that may arise between Missouri State Discount and its customers. Any switched access charges associated with services used by Missouri State Discount's customers for the resold, local exchange lines shall be billed by and due to Telephone Company. Missouri State Discount shall be responsible for billing and collecting its charges from its customers. Telephone Company shall not provide billing and collection services to Missouri State Discount under this Agreement.

SECTION X DISCONNECTIONS

10.1 Disconnect Requests. Telephone Company shall disconnect the services provided under this Agreement upon request of Missouri State Discount. Missouri State Discount shall be responsible for communication with its customers regarding any proposed, pending or implemented disconnection. If, after a disconnection, Missouri State Discount desires to reconnect service, Telephone Company shall reconnect service and applicable service order charges will apply.

SECTION XI OPERATION SUPPORT SYSTEMS

11.1 Operational Support. Telephone Company shall not provide any specialized operational support systems to Missouri State Discount for any of the services provided under this Agreement. Missouri State Discount shall use Telephone Company's standard service ordering, provisioning, repair services and telephone numbers for all services sold or resold under this Agreement.

SECTION XII INDEPENDENT CONTRACTORS

12.1 Independent Contractor Relationships. The persons provided by each Party shall be solely that Party's employee and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers compensation, disability insurance, and federal and state withholding. Each Party must indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

SECTION XIII LIABILITY AND INDEMNITY

13.1 Indemnification. Subject to the limitations set forth in Section 13.4 of this Article XIII, Telephone Company agrees to release, indemnify, defend and hold harmless Missouri State Discount from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including but not limited to, costs and attorney's fees, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages or destruction of property, whether or not owned by others, proximately caused by Telephone Company's gross negligence or willful conduct, regardless of form of action. Subject to the limitations set forth in Section 13.4 of this Article XIII, Missouri State Discount agrees to release, indemnify, defend and hold harmless Telephone Company from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages or destruction of property, whether or not owned by others, proximately caused by Missouri State Discount's gross negligence or willful conduct, regardless of form of action.

The Party seeking indemnification agrees to notify the other Party promptly, in writing, of any written claims, losses, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of the proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the Party seeking indemnification of any claim, lawsuit or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of such claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the

indemnifying Party shall be liable for any reasonable settlement made by the Party seeking indemnification.

13.2 End User and Content-Related Claims. Telephone Company agrees to release, indemnify, defend, and hold harmless Missouri State Discount and its affiliates from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to costs and attorney's fees, suffered, made, instituted or asserted by Telephone Company end users arising from services which Telephone Company provides. Missouri State Discount agrees to release, indemnify, defend, and hold harmless Telephone Company and its affiliates from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to costs and attorney's fees, suffered, made, instituted or asserted by Missouri State Discount end users arising from services provided by Missouri State Discount. Telephone Company further agrees to release, indemnify, defend and hold harmless Missouri State Discount from all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to costs, and attorney's fees, suffered, made, instituted, or asserted by any third Party against Missouri State Discount arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any personal property arising out of content transmitted by Telephone Company or any other act or omission of Telephone Company. Missouri State Discount further agrees to release, indemnify, defend and hold harmless Telephone Company from all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to costs, and attorney's fees, suffered, made, instituted, or asserted by any third Party against Telephone Company arising from or in any way related to actual

or alleged defamation, liable, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any personal property arising out of content transmitted by Missouri State Discount or Missouri State Discount end users or any other act or omission of Missouri State Discount or Missouri State Discount end users.

13.3 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, TELEPHONE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMERS CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

13.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses Telephone Company may recover for the services for the month during which the claim of liability arose. Under no circumstances shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment or any accessories attached hereto, delay, error, or loss of data. Should either Party provide advice, make recommendations or supply other analysis related to the services described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis. The provision is not in place of, but in addition to, any limitation of liability language included in the Telephone Company's tariffs and/or rate sheets or the

applicable rules and regulations of the Commission.

SECTION XIV ATTORNEY'S FEES AND COURT COSTS

14.1 Attorney's Fees. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION XV THIRD PARTY BENEFICIARIES

15.1 Third Parties. This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

SECTION XVI GOVERNING LAW

16.1 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Missouri. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in State or Federal Court in the State of Missouri, or before the Missouri Public Service Commission.

SECTION XVII ENTIRE AGREEMENT

17.1 This Agreement incorporates all terms of the Agreement between the Parties. This Agreement may not be modified except in writing and executed by both Parties.

SECTION XVIII NOTICE

18.1 Notices. Notices, bills and payments shall be effective when received or within three (3) business days after being sent via first class mail, whichever is sooner, in the case of Missouri

State Discount to:

Mr. Harry L. Thielepape
Missouri State Discount Telephone
804 Elkins Lake
Huntsville, TX 77340
Office Telephone: 409/435-1400
Fax Telephone: 409/293-8522

And in the case of BPS Telephone Company to:

W. F. Provance, President
BPS Telephone Company
P.O. Box 550
Bernie, MO 63822
Office Telephone (573) 292-2277
Facsimile (573) 293-2299

or to such other location as the receiving Party may direct in writing.

ARTICLE XIX MISCELLANEOUS

19.1 Rural Exemption. The Parties acknowledge that Telephone Company is entitled to a rural exception as provided by 47 U.S.C. 251(f)(1) and Telephone Company does not waive such exemption. The Parties also acknowledge that Telephone Company is eligible to apply for suspension or modification of the provisions of 47 U.S.C. 251(b). Telephone Company has elected not to apply for suspension or modification from the requirement to provide services under this Agreement. The rates, terms and conditions negotiated under this Agreement played an integral party of Telephone Company's decision not to apply for a suspension or modification, and no general waiver of Telephone Company's rights to apply for suspension or modification should be construed from its election not to apply for a suspension or modification in this case.

19.2 911/E-911 Arrangements.

19.2.1. Description of Service. Where Telephone Company is the 911 service provider, Telephone Company shall provide 911 services as an element of local exchange services available for resale.

19.2.2. Cooperation and Level of Performance. The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient level of performance that will provide the same grade service as to which Telephone Company provides to its own end users.

19.2.3. Update to Master Street Address Guide (MSAG). It shall be the responsibility of State Discount to ensure that the addresses of each of its end users is included in the MSAG. Where Telephone Company is the lead telecommunications company, Telephone Company will accept address records provided by Missouri State Discount. Where Telephone Company is not the lead telecommunications company, Telephone Company is not required to take any action, and Missouri State Discount must establish a separate relationship with the lead telecommunications company to submit records for MSAG validation.

19.2.4. Updates to Database. The 911/E-911 Database will be updated with Missouri State Discount's end user 911/E-911 information. It is the duty and obligation of Missouri State Discount to provide updates to the database. Telephone Company will not update the database any later than two working days subsequent to receipt of data from Missouri State Discount.

19.2.5 Compensation. In situations in which Telephone Company is responsible for maintenance of 911/E-911 databases and can be compensated for maintaining Missouri State Discount's information by the 911 District, Telephone Company will seek such compensation from

the 911 district. Telephone Company will seek compensation from Missouri State Discount only if, and to the extent that, Telephone Company is unable to obtain such compensation from the 911 district.

Compensation to Telephone Company for provision of services it provides Missouri State Discount hereunder shall be according to reasonable rates developed by Telephone Company and agreed to by Missouri State Discount.

19.2.6 Liability. Telephone Company will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs or rate sheets.

19.3 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement and, the same shall continue to be in full force and effect.

19.4 Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the Missouri Public Service Commission to the extent the substance of this Agreement, is or becomes, subject to the jurisdiction of such agency.

19.5 Changes in Legal Requirements. Telephone Company and Missouri State Discount further agree that the terms and conditions of this Agreement were composed in order to effectuate legal requirements in effect at the time the Agreement was produced.

19.6 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall be in full force and effect and shall not be effected unless removal of that provision results, in the opinion of either

Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

MISSOURI STATE DISCOUNT TELEPHONE

By:

Name

Harry J. Dwyer
President

Title

Date

7-31-01

BPS TELEPHONE COMPANY

By:

Name

W. F. Pravan
President

Title

Date

8-02-01

VERIFICATION

I, W.F. Provance, the President of BPS Telephone Company, hereby verify and affirm that I have read the foregoing APPLICATION OF BPS TELEPHONE COMPANY FOR APPROVAL OF A RESALE AGREEMENT UNDER THE TELECOMMUNICATIONS ACT OF 1996 and that the statements contained herein are true and correct to the best of my information and belief.

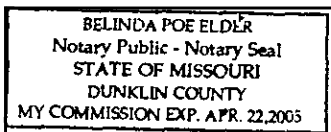
W.F. Provance
[signature]

STATE OF MISSOURI)
) ss
COUNTY OF)

Subscribed and sworn to me, a Notary Public, on this 2nd day of August, 2001.

Belinda Poe Elder
Notary Public

My Commission expires April 22, 2005




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 6th day of Feb. 2003 .



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

