

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Metropolitan St. Louis Sewer District,)	
)	
Complainant,)	
)	
v.)	Case No. WC-2007-0040
)	
Missouri-American Water Company,)	
)	
Respondent.)	

JOINT STATEMENT OF FACTS

In accordance with the Order Directing Filing of Statement of Facts, issued by the Public Service Commission (the "Commission") on January 29, 2007, Complainant Metropolitan St. Louis Sewer District ("MSD"), Respondent Missouri-American Water Company ("MAWC") and Staff of the Missouri Public Service Commission (collectively referred to as the "Parties") hereby submit their Joint Statement of Facts as follows:

1. MSD is a political subdivision of the State of Missouri and municipal corporation situated in the City of St. Louis, which provides an integrated sewer system for single and multi-family residences and commercial and industrial customers throughout the City of St. Louis and most of St. Louis County, and as such is a public sewer district as defined in Section 249.645, RSMo.

2. MAWC is a corporation organized and existing under the laws of the State of Missouri, with its principal place of business located in St. Louis County, Missouri.

3. MAWC is a public utility, regulated by the Commission, which provides metered water service to approximately 450,000 customer accounts in the State of Missouri, including customers in St. Louis County.

4. MAWC has approximately 348,000 quarterly-read meters and 1,000 monthly-read meters in St. Louis County, for a total of approximately 1,404,000 reads per year, all of which reads require that a meter reader physically visit each meter location.

5. MAWC's budgeted cost for meter reading in St. Louis County for 2007 is \$1,926,210 (including labor and labor related expenses of \$1,792,506, vehicle expense of \$107,256, and meter reading equipment expense of \$26,448), and it has cost MAWC \$35,100,770 to install its St. Louis County water meters.

6. On or about June 21, 1993, MSD and St. Louis County Water Company ("SWC"), MAWC's predecessor-in-interest, entered into an Agreement whereby SWC agreed to provide to MSD certain water usage and customer identification data ("Water Usage Data" or the "Data") for a fee ("1993 Agreement").

7. A true and accurate copy of the 1993 Agreement is attached hereto as Exhibit 1.

8. MSD sought the Water Usage Data to develop a new billing procedure for residential sewer service based on water usage rather than a flat rate, which had been used through the effective date of the 1993 Agreement. *See* August 2, 1993 Staff Memorandum, filed in Case No. WO-93-349 at 1, a true and accurate copy of which is attached hereto as Exhibit 2.

9. The Water Usage Data provided to MSD under the terms of the 1993 Agreement was accumulated through water meter readings and estimates conducted by St. Louis County Water Company for its own billing purposes. Exh. 1 at 1.

10. In the 1993 Agreement, the parties agreed that "[t]he price to be charged to MSD by [SWC] for providing the [Water Usage Data] shall approximate 50% of [SWC's] cost of obtaining the necessary data and shall be set by [a] rate tariff . . . which must be approved by the Commission. Exh. 1 at ¶ 4.

11. The rate tariff proposed by the parties and subsequently approved by the Commission was "\$1.24 per residential customer per year," which was available to the MSD "under the terms and conditions of the contract on file with the [Commission]." *See* Exhibit A to 1993 Agreement/Original Sheet No. RT 14.0 (Exh. 1-A).

12. The Staff Memorandum indicated that according to data furnished by SWC, the \$1.24 per residential customer rate "is based on one half the cost of providing two meter readings for a residential customer." Exh. 2 at 1.

13. The term of the Agreement was "from July 1, 1993 to July 1, 1995, and from year to year thereafter subject to termination by either party at any time on 30 days written notice." Exh. 1 at ¶ 9.

14. On August 10, 1993, the Commission approved the 1993 Agreement and the proposed tariff, with an effective date of August 15, 1993.

15. On or about December 30, 1993, SWC filed a supplemental application requesting Commission approval to amend the 1993 Agreement. *See* Supplemental Application for Contract Amendment, filed in Case No. WO-93-349, attached hereto as Exhibit 3.

16. In the Supplemental Application, SWC stated that one of the reasons for the proposed amendment is that "MSD has determined that winter usage data being provided by [SWC] for residential customers is inadequate for the determination of sewer bills for customers who, for reasons of tenant occupancy rates or business fluctuations, may have different usage characteristics throughout other months of the year and for whom the utilization of only winter usage data might produce inequitable results." *See id.* at 2.

17. The Commission entered an Order on January 25, 1994 approving the amendment to the 1993 Agreement. *See* January 25, 1994 Order Approving Amended

Agreement, entered in Case No. WO-93-349, a true and accurate copy of which is attached hereto as Exhibit 4.

18. The Commission approved a new tariff on March 1, 1994, which provided that “non-residential and residential multi family water usage data and customer billing information” could be provided to MSD at a rate of \$0.622 per meter reading. *See* Original Sheet No. RT 16.0, a true and accurate copy of which is attached hereto as Exhibit 5.

19. In connection with SWC’s subsequent rate cases, the rates that SWC charged MSD for the provision of Water Usage Data under the 1993 Agreement, as amended, continued to increase through 1998. *See, e.g.*, Third Revised Sheet No. RT 14.0, effective January 1, 1998, charging a rate of \$1.31 per residential customer per year “for residential winter usage and customer billing information,” and Third Revised Sheet No. RT 16.0, effective January 1, 1998, charging \$0.655 per meter reading, “for non-residential and residential multi family water usage data and customer billing information.”

20. True and accurate copies of Third Revised Sheet Nos. RT 14.0 and RT 16.0 are attached hereto as Exhibits 6 and 7, respectively.

21. On or about February 14, 2002, MSD and MAWC entered into a new Agreement for the provision of Water Usage Data, whereby the parties agreed that MAWC would provide MSD with certain Water Usage Data in exchange for MSD’s payment of approximately 50% of MAWC’s cost of obtaining the Data (the “2002 Agreement”).

22. A true and accurate copy of the 2002 Agreement is attached hereto as Exhibit 8.

23. The Water Usage Data provided to MSD under the terms of the 2002 Agreement was accumulated through water meter readings and estimates conducted by MAWC for its own billing purposes. *See* Exh. 8 at 1.

24. The term of the 2002 Agreement was from “December 1, 2001, to December 1, 2003, and from year to year thereafter subject to termination by either party at any time on 30 days notice.” Exh. 8 at ¶ 9.

25. On April 9, 2002, the Commission approved the 2002 Agreement and proposed tariff revisions. *See* April 9, 2002 Order Approving Agreement and Approving Tariff, entered in Case No. WO-2002-431, a true and accurate copy of which is attached hereto as Exhibit 9.

26. Specifically, the Commission approved two new tariff sheets for service, effective April 11, 2002, including the following: (a) Fourth Revised Sheet No. 14.0, which was “Reserved for future filing”; and (b) Fourth Revised Sheet No. 16.0, which authorized a rate of “.54 per account read,” for the provision of all Water Usage Data, under the terms and conditions of the 2002 Agreement. *See* Fourth Revised Sheet Nos. RT 14.0 and 16.0, attached hereto as Exhibits 10 and 11, respectively.

27. In an April 2, 2002 Staff Memorandum addressing the 2002 Agreement, the Commission Staff stated as follows: “This new recovery mechanism and rate [in the 2002 Agreement] will generate approximately \$228,000 greater revenue than the existing MSD rates. This additional amount of revenue serves to bring the MSD’s contribution to the meter reading costs to a figure that is more currently representative of approximately one-half of the Company’s total meter reading costs.”

28. A true and accurate copy of the Staff Recommendation Regarding Application for Approval of Agreement and Tariff, dated April 2, 2002, is attached hereto as Exhibit 12.

29. By way of correspondence between the Parties on September 16, 2003 and September 24, 2003, respectively, the parties terminated the 2002 Agreement, effective December 31, 2003.

30. True and accurate copies of the September 16, 2003 letter from the MSD to MAWC and the September 24, 2003 letter from MAWC to the MSD are attached hereto as Exhibits 13 and 14, respectively.

31. To date, the parties have been unable to finalize a new agreement regarding the provision of the Water Usage Data.

32. However, during the pendency of the parties' negotiations and this dispute, MAWC has continued to provide MSD with the Water Usage Data and MSD has continued to pay MAWC for such Data as per the tariff agreed to in the Water Usage Data Agreement.

33. MAWC represents, and MSD has no reason to dispute, that since 1999, MSD has paid MAWC the following amounts for Water Usage Data: \$444,059.91 (1999), \$445,415.75 (2000), \$447,830.09 (2001), \$701,860.68 (2002), \$759,823.74 (2003), \$756,194.40 (2004), \$754,900.56 (2005), and \$766,930.14 (2006) PROVIDED, HOWEVER, that MSD will attempt to verify such information and endeavor to do so by March 7, 2007.

34. MSD's payments for the Water Usage Data reduce MAWC's operating expenses and therefore reduce MAWC's revenue requirement and corresponding rates for customers.

35. MSD's payments for the Water Usage Data increase MSD's operating expenses and therefore increase MSD's revenue requirement and corresponding rates for customers.

36. Section 249.645.1, RSMo, authorizes certain public sewer districts to "establish, make and collect charges for sewage services, including tap-on fees." § 249.645.1, RSMo. A true and accurate copy of Section 249.645, RSMo, is attached hereto as Exhibit 15.

37. Section 249.645.1 states in pertinent part as follows:

Any private water company, public water supply district, or municipality supplying water to the premises located within a sewer district shall, upon reasonable request, make available to such sewer district its records and books so that such sewer district

may obtain therefrom such data as may be necessary to calculate the charges for sewer service.

Id.

38. By way of an amendment in 1999, Section 249.645.1 became applicable to sewer districts including the MSD, which were “established pursuant to article VI, section 30(a) of the Missouri Constitution.”

39. Section 250.233 authorizes cities, towns, and villages operating sewage systems “to establish, make and collect charges for sewage services.” § 250.233, RSMo. A true and accurate copy of Section 250.233, RSMo, is attached hereto as Exhibit 16.

40. Section 250.233 states in pertinent part as follows:

Any private water company...supplying water to the premises located within said city, town, or village shall, at reasonable charge upon reasonable request, make available to such city, town, or village its records and books so that such city, town, or village may obtain therefrom such data as may be necessary to calculate the charges for sewer service.

Id.

41. MSD has advised MAWC that pursuant to Section 249.645.1, it believes that MAWC is required to provide the Water Usage Data to MSD free of charge or to permit MSD to inspect MAWC’s water meter reading records for St. Louis County customers free of charge; however, MAWC refuses to do so.

42. Of the four quarterly meter reads MAWC must perform annually for each customer for its own billing purposes, MSD requires two of such reads in order to establish each customer’s winter water usage, on which MSD bases its sewer bills.

43. MAWC has advised the MSD that based on a number of factors, any change in the nature of the Water Usage Data provided to MSD will not decrease the overall amount that

MAWC charges MSD for such Data, because MSD is still requesting fifty (50) percent of the quarterly meter reads.

44. If MSD does not pay the fee required by the MAWC, it has no way of calculating its charges for sewer service, other than conducting its own water meter readings or estimates.

45. MAWC provides water usage data for a fee of \$0.54 per read to other sewer districts and municipal water systems throughout Missouri, including City of Mexico, City of O'Fallon, City of Platte Woods, City of St. Charles, City of St. Peters, Duckett Creek Sewer District, East Central Missouri Sewer Authority, and Platte County Regional Sewer District.

46. Theresa Bellville, MSD's Assistant Director of Finance, stated in a November 19, 2003 e-mail to Rich Ellington of Orcom: "Our legal counsel has advised us that since the statute does not prohibit them from charging us [for] the data it is assumed they can charge us a reasonable amount."

47. In its last rate proceeding (Case No. WR-2003-0500), MAWC submitted a revised tariff to the Commission seeking approval for a flat annual rate of \$760,000 for the provision of Water Usage Data to MSD based on MSD's payment of \$759,823.74 for such Data in 2003.

48. Because MAWC and MSD were still negotiating and had not yet reached a new agreement concerning the provision of Water Usage Data, MSD filed an Application for Rehearing or Reconsideration on April 15, 2004, requesting that the Commission reject the new Water Usage Data tariff. *See* the submissions filed by the Parties and the related Orders entered in the rate proceeding captioned, *In the Matter of Missouri-American Water Company's Tariff to Revise Water and Sewer Rate Schedules*, Case No. WR-2003-0500, of which the Parties request that the Commission take official notice.

49. MAWC withdrew its proposed tariff after a hearing on MSD's objection.
50. A true and accurate copy of the transcript from the April 19, 2004 hearing in Case No. WR-2003-0500 is attached hereto and incorporated herein by reference as Exhibit 17.
51. The parties subsequently advised the Commission that they were unable to reach an agreement concerning the provision of Water Usage Data to the MSD.
52. On October 15, 2004, the Commission issued an Order Closing Case in which, after reiterating the history of the Parties' dispute, it stated "MSD may file a complaint with respect to any current controversy between it and Missouri-American. No further activity is expected in this matter; therefore, it may now be closed."
53. A true and accurate copy of the Commission's October 15, 2004 Order is attached hereto as Exhibit 18.
54. On August 19, 2005, MSD filed its Petition for Declaratory Relief against MAWC in the Circuit Court of St. Louis County, Missouri, Cause No. 05CC-003671, in which MSD asserted that, despite the plain language of Section 249.645.1, RSMo, MAWC was requiring MSD to pay a substantial fee for the provision of Water Usage Data and, therefore, a justiciable controversy was in existence and was ripe for determination.
55. MAWC moved to dismiss MSD's Petition on the grounds of the Filed Rate Doctrine and Primary Jurisdiction. Specifically, MAWC asserted in its Motion to Dismiss that the Commission had exclusive jurisdiction with respect to the dispute and that MSD had failed to exhaust its administrative remedy to challenge the tariff.
56. The Commission intervened in the St. Louis County Circuit Court action and also moved to dismiss the Petition asserting that "the Commission has the statutory authority and duty to consider complaints of the type MSD is making in its Petition for Declaratory Relief. . . ."

57. On April 24, 2006, the Circuit Court of St. Louis County issued its Judgment of Dismissal finding that primary jurisdiction of the matter rested with the Commission and that, until such time as the Commission hears the matter, the Court lacks jurisdiction to act.

58. A true and accurate copy of the Court's April 24, 2006 Judgment of Dismissal is attached hereto as Exhibit 19.

59. MSD filed its Complaint and initiated this proceeding before the Commission on July 28, 2006.

60. On December 15, 2006, MSD filed a Motion for Summary Determination, seeking an Order in its favor from the Commission on MSD's claim that the imposition of a fee by MAWC for the provision of Water Usage Data constitutes a violation of Section 249.645.1, RSMo.

61. MAWC filed its Response in Opposition to MSD's Motion for Summary Determination on January 16, 2007, and MSD filed its Reply Memorandum in Support of its Motion on January 26, 2007.

62. On January 29, 2007, the Commission entered an Order directing the parties to file a Statement of Facts.

By stipulating to the facts set forth above, neither MAWC nor MSD shall be deemed to be admitting that all of the facts set forth above are relevant and/or material to the issues in this dispute or to have waived any objections that otherwise might be available to them at any hearings in this proceeding or other proceedings as to the relevancy and/or materiality of such facts.

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**ATTORNEYS FOR COMPLAINANT
METROPOLITAN ST. LOUIS SEWER
DISTRICT**

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

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**ATTORNEY FOR THE STAFF OF THE
MISSOURI PUBLIC SERVICE
COMMISSION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document was served via email and/or pursuant to the PSC's electronic filing system (EFIS), this 14th day of February, 2007, upon the following parties/counsel of record:

Lewis R. Mills, Jr.
Public Counsel
Office of the Public Counsel
P. O. Box 2230
Jefferson City, MO 65102

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

AGREEMENT

Agreement made this 21st day of JUNE,
1993, by and between ST. LOUIS COUNTY WATER COMPANY, a Missouri
Corporation and public utility subject to the jurisdiction of the
Missouri Public Service Commission (hereinafter "Company"), and
THE METROPOLITAN ST. LOUIS SEWER DISTRICT, a political
subdivision established under the Constitution of the State of
Missouri (hereinafter "MSD").

WITNESSETH:

WHEREAS, Company provides metered water service to
residential customers in St. Louis County, Missouri; and

WHEREAS, MSD has need of certain water usage and customer
identification information on which to base its billings, which
said information is accumulated through meter readings and
estimates by the Company for its billing purposes; and

WHEREAS, Company is willing to provide to MSD the
information aforesaid in exchange for payment by MSD of a portion
of the cost of obtaining meter reading data; and

WHEREAS, The Missouri Public Service Commission (hereinafter
"Commission"), per Chapter 393 RSMo 1992 Supp., has jurisdiction
over the Company's books and records with the ability to
authorize release of the information contained therein; and

WHEREAS, Company and MSD desire to enter into a contract
detailing the terms and conditions under which the aforementioned
information can be provided by Company to MSD, subject to the

approval of the Missouri Public Service Commission
("Commission").

NOW, THEREFORE, for and in consideration of the payment of ten dollars from each to the other paid, the receipt of which is herewith acknowledged, and for the other good and valuable considerations herein contained, Company and MSD agree as follows:

1. INFORMATION TO BE PROVIDED. Company will provide MSD with its then current list of residential customers along with the customer's service address including street, City and unit number if appropriate. Because MSD's customer and Company's customer at a specific address may be different individuals or entities, it will be MSD's responsibility to discern from Company's information the appropriate customer and usage data required for MSD's purposes. Company will provide MSD with the Company's calculation of each of its residential customer's daily winter water usage which is determined quarterly or monthly in the Company's ordinary course of business through meter readings or lawful estimates. Each customer's daily winter water usage will be ascertained from two consecutive meter readings obtained by some combination of either actual readings by Company's personnel, postcard readings mailed in from customers, telephone readings called in from customers, or estimated readings including prorated and "set" readings when the foregoing are unavailable. Data will be from approximately a ninety (90) day period within the winter months of November through April for quarterly billed customers and during approximately a ninety (90)

day period within the winter months of December through March for monthly billed customers, of a given year. Company will inform MSD as to which customers' daily winter water usage readings represent actual or estimated usage and which premises are vacant during this period. MSD is CAUTIONED that estimates which the Company must make when actual meter readings are unavailable may distort actual usage during any specific period, and that this inaccuracy can be significant both when the estimates are used for the usage calculation, and when actual readings correct for previous inaccurate estimates and thus include usage from a prior period. While Company's estimating procedure is self-correcting with continued billing in successive periods, sewer bills based on data from an isolated period affected by estimates will probably not reflect accurate water usage in that particular period. Accordingly, MSD agrees to indemnify, defend and hold Company harmless from any and all claims that sewer bills are based on data which does not reflect actual usage during any specific period.

2. INFORMATION DUE DATES. Company will provide MSD with an annual compilation of all of its residential customers' daily winter water usage within the period limitations described in Paragraph 1, on or about the tenth day of May of each year, commencing May 10, 1993, subject to the conditions of paragraph 6 herein.

3. INAPPLICABLE PSC NOTICE REQUIREMENTS. All notice and complaint procedures specified in 4 CSR 240, and Chapter's 386 and 393 RSMo which apply to customer rights to utility service

from a regulated utility, SHALL NOT APPLY to actions or inactions by Company pursuant to this Agreement or the Company's election to enter into this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of MSD.

4. FEES. The price to be charged to MSD by Company for providing the aforementioned information shall approximate 50% of Company's cost of obtaining the necessary data and shall be set by rate tariff attached hereto as Exhibit "A" which must be approved by the Commission. The charges shall be submitted to the Commission and shall be subject to the Commission's approval or change from time to time in accordance with the provisions of Chapters 386 and 393 RSMo 1992 Supp. Beginning July 1, 1993, and every July 1st thereafter, Company will bill MSD for the previous year's annual cost for work under the tariff approved rates, and MSD will pay Company within 30 days from receipt of such billing. From time to time additional costs may be incurred by Company which may be specifically authorized by MSD on a case by case basis and the Company will be reimbursed by MSD for such costs if said authorization is obtained. If MSD shall fail or refuse to pay amounts due, Company's obligations to deliver data under this Agreement shall cease until such amounts are paid in full, but MSD shall nevertheless be required to pay continuing tariff costs of accumulating the meter readings as described herein for the term of this agreement.

5. INDEMNIFICATION. To the extent allowed by law, MSD agrees to indemnify, defend and hold Company harmless from and

against any and all claims, complaints or causes of actions arising out of any actions or inactions by Company pursuant to the terms of this Agreement or the Company's election to enter into this Agreement.

6. PUBLIC SERVICE COMMISSION APPROVAL. This Agreement shall be subject to approval of the Commission. The parties agree to accept changes in charges set from time to time by the Commission. If any other aspect of this Agreement is objected to, rejected or modified by the Commission, the Company and MSD shall have the option to declare this Agreement void, with the exception of the indemnification requirements which shall survive with respect to any and all actions theretofore taken pursuant to this Agreement during the time it was in force and effect.

7. CUSTOMER COMMUNICATIONS. MSD shall handle all customer communications regarding the implementation of this Agreement or any actions that have been taken pursuant to this Agreement. Communications from customers to Company regarding MSD billings will be referred and directed to MSD, but the Company will respond to reasonable requests for information from MSD to Company to assist MSD in its customer relations.

8. FORCE MAJEURE AND CONFLICTING REQUIREMENTS. Company's actions required under this Agreement shall be excused if due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower or resources elsewhere. The aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having

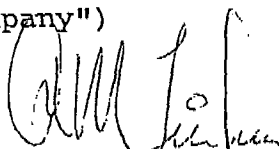
jurisdiction issues an order to the Company so requiring. At such time, Company will relay such order to MSD, and Company will not knowingly take further actions toward providing said information until MSD notifies Company in writing that it has resolved the matter, or that MSD requests that Company nevertheless proceed subject to the indemnification herein contained. Thereafter, MSD shall to the extent allowed by law indemnify defend and hold Company harmless for actions taken by Company based on MSD's notification or request.

9. EXPIRATION OR TERMINATION. This Agreement shall be for a term of two years from July 1, 1993 to July 1, 1995, and from year to year thereafter subject to termination by either party at any time on 30 days written notice.

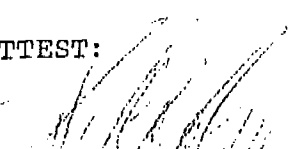
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

ST. LOUIS COUNTY WATER COMPANY
("Company")

By


A. M. Tinkey, President

ATTEST:


R. T. Ciottone, Secretary

METROPOLITAN ST. LOUIS
SEWER DISTRICT ("MSD")

By

Frank S. Z
Executive Director

ATTEST:

John J. Hance
Asst. Secretary-Treasurer

STATE OF MISSOURI)
) SS
County of St. Louis)

On the 21st day of June, 1993, before me
appeared A. M. TINKER, to me personally
known, who being by me duly sworn, did say that he is the
President of St. Louis County Water Company and that
the seal affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of
Directors and said A. M. TINKER 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 my office in the County of
ST. LOUIS, Missouri, the day and year first above written.

My Commission Expires Oct. 13, 1996.

Wendy A. Blackden
Notary Public

WENDY A BLACKDEN
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXP OCT 13, 1996

STATE OF MISSOURI)
) SS
City of St. Louis)

On the 17th day of June, 1993, before me appeared Frank Kriz, to me personally known, who being by me duly sworn, did say that he is the Executive Director of Metropolitan St. Louis Sewer District and that the seal affixed to the foregoing instrument is the seal of the Metropolitan St. Louis Sewer District and that said instrument was signed and sealed in behalf of the Metropolitan St. Louis Sewer District by authority of its Board of Trustees and said Frank Kriz acknowledged said instrument to be the free act and deed of the Metropolitan St. Louis Sewer District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in my office in the City of St. Louis, Missouri, the day and year first above written.

My Commission Expires December 12, 1995.

Jennifer L. Vogelsang
Notary Public

JENNIFER L. VOGELSANG, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires December 12, 1995

FORM NO. 13 P.S.C.MO.No. 6 Original SHEET No. RT 14.0

Cancelling P.S.C.MO.No. Original SHEET No.

ST. LOUIS COUNTY WATER COMPANY For ST. LOUIS COUNTY, MISSOURI

AVAILABILITY - This rate is available to The Metropolitan St. Louis District, for residential winter usage and customer billing information.

RATE - \$1.24 per residential customer per year. (1)

This rate is available to The Metropolitan St. Louis Sewer District, under the terms and conditions of the contract on file with the Missouri Public Service Commission.

PAYMENT TERMS - Bills are net, and are due and payable within thirty (30) days after date of bill.

(1) Exclusive of every tax or payment imposed upon the Company by any political subdivision of the State of Missouri, for the right to do business in such political subdivision. See P.S.C. MO No. 6 Original Sheet No. RT 11.0.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE June 24, 1993 DATE EFFECTIVE

ISSUE BY T. L. Reeder, V.P., Admin., 535 N. New Ballas Rd., St. Louis, MO 63141

M E M O R A N D U M

TO: Missouri Public Service Commission Official Case File
Case No. WO-93-349

FROM: Bill Sankpill *BLS 8/2/93*
Water and Sewer Department

SUBJECT: Staff's Recommendation Regarding Proposed Agreement Between
The St. Louis County Water Company and the MSD

DATE: August 2, 1993

REVIEWED BY: *Sam Gedammon 8/4/93*
Utility Operations Div/Data

Robert J. Hark
General Counsel's Ofc/Data

On June 23, 1993 the St. Louis County Water Company (Company) filed an application requesting approval of an agreement with the St. Louis Metropolitan Sewer District (MSD) providing for the disclosure of customer water usage information. The Commission assigned Case No. WR-93-349 to this matter.

MSD proposes to use the information to develop a new billing procedure for residential sewer service based on water usage rather than a flat rate which is currently used.

The Company has informed MSD that it cannot disclose the water usage information of Company's customers without permission and approval of the Commission, because such information was acquired by the Company in pursuit of its franchise rights and duties and is confidential. The Company informed MSD that it cannot and should not unilaterally undertake to disclose private information concerning its customers' habits without such permission.

The Company negotiated a formal agreement which is attached as Exhibit B to the application in this case that will allow it to collect a fee for providing meter reading information to MSD to allow MSD to bill its customers based on the quantity of water used during the winter months. The rate to be charged for this service is \$1.24 per residential customer. This rate was also filed in original tariff sheet No. RT 14.0. The data furnished by the Company shows that this rate is based on one half the cost of providing two meter readings for a residential customer. The Accounting Department advises that the data received from the Company is unaudited but the Company is filing another rate case this fall. The rate can be confirmed or a recommendation for change can be made in that case.

I have checked with the Department of Natural Resources (DNR) officials with regard to whether that department had required MSD to bill on a water-use basis. I was informed that MSD had been encouraged to do this in conjunction with DNR's State Revolving Loan Fund for waste-water systems.

The Staff recommends the Commission authorize the Company to enter into this agreement whereby the Company will provide certain customer water usage information to MSD to allow MSD to implement the new billing system. The Staff

Exhibit

2

also recommends that tariff sheet No. RT 14.0 to become effective on August 15, 1993. This is the date the Company requested the effective date be extended to after filing it to become effective on July 23, 1993.

Copies: Director - Utility Operations Division
 Director - Policy and Planning Division
 Assistant to the Director - Utility Services Division
 Manager - Financial Analysis
 Manager - Accounting
 Office of the Public Counsel
 Company - Richard Clifton

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the matter of the Application)
of St. Louis County Water Company)
for Approval of an Agreement with)
the St. Louis Metropolitan Sewer)
District Providing for the)
Disclosure of Customer Water Usage)
Information.)

Case No. WO-93-349

SUPPLEMENTAL APPLICATION
FOR CONTRACT AMENDMENT

Comes now St. Louis County Water Company (hereinafter "Applicant") and, in support of its Supplemental Application for approval of an amendment to the agreement with the St. Louis Metropolitan Sewer District (hereinafter "MSD") providing for the disclosure of customer water usage information respectfully represents and states:

1. Applicant is a corporation organized and existing under the laws of the State of Missouri, with its principal office in St. Louis County, Missouri, and is a corporation authorized to carry on the business of a water company, and is now, and has been for a long time past, engaged in doing business as such water company in the County of St. Louis, Missouri.

Communications in regard to this Application should be addressed to:

R. T. Ciottone, Vice President and
David P. Abernathy
St. Louis County Water Company
535 North New Ballas Road
St. Louis, Missouri 63141

Exhibit

3

2. The statutory provisions under which Applicant makes this Application are §393.140 and §393.150 RSMo 1986.

3. The reasons for this Application are as follows:

- A. By instrument dated the 21st day of June, 1993, MSD and Company entered into an Agreement under which Company would provide certain residential water usage data to MSD for its use in determining sewer bills (the "Agreement"); and,
- B. The Agreement was filed with and approved by the Missouri Public Service Commission ("PSC") under the above case number; and,
- C. MSD has determined that winter usage data being provided by Company for residential customers is inadequate for the determination of sewer bills for customers who, for reasons of tenant occupancy rates or business fluctuations, may have different usage characteristics throughout other months of the year and for whom the utilization of only winter usage data might produce inequitable results; and,
- D. Company is able to provide additional data to MSD indicating usage throughout the year for those certain customer upon approval by the PSC of the additional disclosure and the appropriate tariff charges therefore.

4. Applicant takes no position on the propriety or desirability of billing for sewer service based on water usage information. Applicant requests that the Commission authorize the provision of data to MSD at this time because the revenue generated for Applicant will offset Applicant's own costs of meter reading, and will to that extent benefit Applicant's customers. Whether or not MSD's intention to bill its customers based on water usage data is or is not in the best interest of its constituency is properly within the discretion of MSD.

WHEREFORE, Applicant asks that the Public Service Commission of the State of Missouri issue its order authorizing Applicant to

enter into an Agreement Amendment as specified in Exhibit A, specifically to permit Applicant to provide to MSD certain customer water usage data for fees described in the tariff which is attached to such Agreement as an exhibit by copy and which is further filed in executed form concurrently herewith.

Dated at St. Louis County, Missouri, this 28th day of December, 1993.

ST. LOUIS COUNTY WATER COMPANY

By: B. K. Turner
B. K. TURNER, Vice President

R. T. Ciottone
R. T. Ciottone, Secretary
ATTORNEY FOR APPLICANT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

B. K. Turner, being duly sworn, states on oath that he is Vice President of St. Louis County Water Company, the above named Applicant, and that the facts set forth in the foregoing Application of said Company are true to the best of his knowledge and belief.

B. K. Turner
B. K. Turner

Subscribed and sworn to before me this 28th day of December, 1993.

R. T. Ciottone
Notary Public

RICHARD T. CIOTTONE
NOTARY PUBLIC, STATE OF MISSOURI
COUNTY OF ST. LOUIS
MY COMMISSION EXPIRES NOV. 8, 1994

The undersigned certifies
that two copies of the foregoing
have been sent to the Office of
Public Counsel by prepaid U.S. Mail
on the 28th day of December, 1993.

[Signature] 12/28/93

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 25th
day of January, 1994.

In the matter of the application of St. Louis)
County Water Company for approval of an)
agreement with the St. Louis Metropolitan) Case No. WO-93-349
Sewer District providing for the disclosure)
of customer water usage information.)

ORDER APPROVING AMENDED AGREEMENT

On August 10, 1993, the Commission issued an order approving an agreement between the Applicant, St. Louis County Water Company (Company), and the St. Louis Metropolitan Sewer District, providing for the disclosure of customer water usage information by the Company to the Sewer District for billing purposes.

On December 30, 1993, the Company filed a supplemental application under this docket requesting Commission approval to amend the original agreement. The Company states in its application that the proposed amended agreement allows the Company to provide the Sewer District with all water consumption information as ascertained in the Company's ordinary course of business through meter readings or lawful estimates. The Company gives as a reason for the proposed amendment that the Sewer District, since the inception of the original contract, has determined that the limited winter usage data being provided for residential customers is inadequate for equitable billing.

On January 19, 1994, the Staff of the Commission filed its recommendation in this matter. The Staff stated that the proposed amendment provides for the Company to recover its cost of supplying this information. The Staff, therefore, stated it had no objection to the proposed contractual amendment.

The Company has also filed a proposed tariff covering the increase in its cost of providing the expanded data to the Sewer District. The Staff has reviewed the tariff and recommends that the Commission approve the proposed rate, stating that the Company best knows its cost of providing the expanded service.

The Commission has reviewed the proposed contractual amendment, attached tariff, and the recommendation of the Staff, and is of the opinion that the proposed contractual amendment is reasonable and not detrimental to the public interest and will, therefore, be approved.

IT IS THEREFORE ORDERED:

1. That St. Louis County Water Company is hereby authorized to amend an agreement between it and the St. Louis Metropolitan Sewer District, approved August 10, 1993 by this Commission, in accordance with its supplemental application, filed December 30, 1993.
2. That St. Louis County Water Company is ordered to file within ten (10) days of the effective date of this order, for approval by the Commission, a revised tariff reflecting the amended charge for the expanded service as set out in the above approved amended agreement.
3. That this order shall become effective on February 4, 1994.

BY THE COMMISSION



David L. Rauch
Executive Secretary

(S E A L)

Mueller, Chm., McClure, Perkins,
Kincheloe and Crumpton, CC., Concur.

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 25th day of January, 1994.



David L. Rauch
Executive Secretary

FORM NO. 13 P.S.C.MO.No. 6 Original SHEET No. RT 16.0

Cancelling P.S.C.MO.No. _____

Original SHEET No. _____

RECEIVED

ST. LOUIS COUNTY WATER COMPANY

For ST LOUIS COUNTY, MISSOURI

JAN 31 1994

MO. PUBLIC SERVICE COMM.

AVAILABILITY - This rate is available to The Metropolitan St. Louis Sewer District, for non-residential and residential multi family water usage data and customer billing information.

RATE - \$0.622 per meter reading. (1)

This rate is available to The Metropolitan St. Louis Sewer District, under the terms and conditions of the contract on file with the Missouri Public Service Commission.

PAYMENT TERMS - Bills are net, and are due and payable within ten (10) days after date of bill.

(1) Exclusive of every tax or payment imposed upon the Company by any political subdivision of the State of Missouri, for the right to do business in such political subdivision. See P.S.C. MO No. 6 Original Sheet No. RT 11.0.

FILED

MAR 1 1994
93 - 349

MO. PUBLIC SERVICE COMM.

*Indicates new rate or text
+Indicates change

DATE OF ISSUE January 27, 1994 DATE EFFECTIVE March 1, 1994

ISSUED BY R. T. Ciotto, V. P., 535 North New Ballas Rd., St. Louis, MO 63141

Exhibit
5

FORM 13
Cancelling

P.S.C.MO.No. 6
P.S.C.MO.No. 6

Third Revised
Second Revised

SHEET No. RT 14.0
SHEET No. RT 14.0

ST. LOUIS COUNTY WATER COMPANY

FOR

ST. LOUIS COUNTY, MISSOURI AND JEFFERSON COUNTY, MISSOURI

RECEIVED

MISSOURI

Public Service Commission

AVAILABILITY - This rate is available to The Metropolitan St. Louis Sewer District, for residential winter usage and customer billing information.

RATE - \$1.31 per residential customer per year. (1) *

This rate is available to The Metropolitan St. Louis Sewer District, under the terms and conditions of the contract on file with the Missouri Public Service Commission.

PAYMENT TERMS - Bills are net, and are due and payable within thirty (30) days after date of bill.

CANCELLED

(1) Exclusive of every tax or payment imposed upon the Company by political subdivision of the State of Missouri, for the right to do business in such political subdivision. See P. S. C. MO No. 6 Original Sheet No. RT 11.0.

* Indicates new rate or text
+ Indicates change

FILED

JAN 01 1998
97-382

MO. PUBLIC SERVICE COM

DATE OF ISSUE December 9, 1997

DATE EFFECTIVE January 1, 1998

ISSUED BY B. K. Turner, Sr. V.P. Business Affairs, 535 N. New Ballas Rd., St. Louis, Mo 63141

Exhibit

6

FORM 13
Cancelling

P.S.C.MO.No. 6
P.S.C.MO.No. 6

Third Revised SHEET No. RT 16.0
Second Revised SHEET No. RT 16.0

ST. LOUIS COUNTY WATER COMPANY
FOR

ST. LOUIS COUNTY, MISSOURI AND JEFFERSON COUNTY, MISSOURI DEC 09 1997

MISSOURI
Public Service Commission

AVAILABILITY - This rate is available to The Metropolitan St. Louis Sewer District, for non-residential and residential multi family water usage data and customer billing information.

RATE - \$0.655 per meter reading. (1) *

This rate is available to The Metropolitan St. Louis Sewer District, under the terms and conditions of the contract on file with the Missouri Public Service Commission.

PAYMENT TERMS - Bills are net, and are due and payable within ten (10) days after date of bill.

CANCELLED

(1) Exclusive of every tax or payment imposed upon the Company by political subdivision of the State of Missouri, for the right to do business in such political subdivision. See P. S. C. MO No. 6 Original Sheet No. RT 11.0.

* Indicates new rate or text
+ Indicates change

FILED

JAN 01 1998
87-382
MO. PUBLIC SERVICE COM

DATE OF ISSUE December 9, 1997 DATE EFFECTIVE January 1, 1998

ISSUED BY B. K. Turner, Sr. V.P. Business Affairs. 535 N. New Ballas Rd., St. Louis, Mo 63141

Exhibit

7

AGREEMENT

Agreement made this 14th day of February, 2002, by and between ST. LOUIS COUNTY WATER COMPANY d.b.a. Missouri American Water Company, a Missouri Corporation and public utility subject to the jurisdiction of the Missouri Public Service Commission (hereinafter "Company"), and THE METROPOLITAN ST. LOUIS SEWER DISTRICT, a political subdivision established under the Constitution of the State of Missouri (hereinafter "MSD").

WITNESSETH:

WHEREAS, Company provides metered water service to customers in St. Louis County, Missouri; and

WHEREAS, MSD has need of certain water usage and customer identification information on which to base its billings, which said information is accumulated through meter readings and estimates by the Company for its billing purposes; and

WHEREAS, Company is willing to provide to MSD the information aforesaid in exchange for payment by MSD of a portion of the cost of obtaining meter reading data; and

WHEREAS, The Missouri Public Service Commission (hereinafter "Commission"), per Chapter 393 RSMo 1992 Supp., has jurisdiction over the Company's books and records with the ability to authorize release of the information contained therein; and

WHEREAS, Company and MSD desire to enter into a contract detailing the terms and conditions under which the aforementioned information can be provided by Company to MSD, subject to the approval of related tariff by the Missouri Public Service Commission ("Commission").

NOW, THEREFORE, for and in consideration of the payment of ten dollars from each to the other paid, the receipt of which is herewith acknowledged, and for the other good and valuable considerations herein contained, Company and MSD agree as follows:

1. INFORMATION TO BE PROVIDED. Company will provide MSD with its then current list of customers along with the customer's service address including street, City and unit number if appropriate. Because MSD's customer and Company's customer at a specific address may be different individuals or entities, it will be MSD's responsibility to discern from Company's information the appropriate customer and usage data required for MSD's purposes. Company will provide MSD with Account Change and Premise Change information on a weekly basis. Company will also provide MSD with the Company's monthly meter reading data for each of its customer's daily water usage, which is determined quarterly or monthly in the Company's ordinary course of business through meter readings or lawful estimates. Each customer's daily water usage will be ascertained from meter readings obtained by some combination of either actual readings by Company's personnel, postcard readings mailed in from customers, telephone readings called in from customers, or estimated readings including prorated and "set" readings when the foregoing are unavailable. Data will be from approximately a ninety (90) day period for quarterly billed customers and during approximately a thirty (30) day period for monthly billed customers of a given year. Company will inform MSD as to which customers' meter reading data represent actual or estimated usage and which premises are vacant during this period. MSD is CAUTIONED that estimates which the Company must make when actual meter readings are unavailable may distort actual usage during any specific period and that this inaccuracy can be significant both when the estimates are used for the usage calculation and when actual readings correct for previous inaccurate estimates and thus include usage from a prior period. While Company's estimating procedure is self-correcting with continued billing in successive periods, sewer bills based on data from an isolated period affected by estimates will probably not reflect accurate water usage in that particular period. Accordingly, to the extent allowed by law, MSD agrees to indemnify, defend and hold Company harmless from any and all claims that sewer bills are based on data, which does not reflect actual usage during any specific period provided said data was not purposely falsified or the result of gross negligence on the part of the company.

2. INFORMATION DUE DATES. Company will provide MSD with a monthly compilation of all of its customers' meter reading data within the period limitations described in Paragraph 1, on or about the fifth working day of the following month, commencing December 1, 2001, subject to the conditions of paragraph 6 herein.

3. INAPPLICABLE PSC NOTICE REQUIREMENTS. All notice and complaint procedures specified in 4 CSR 240, and Chapter's 386 and 393 RSMo which apply to customer rights to utility service from a regulated utility, SHALL NOT APPLY to actions or inactions by Company pursuant to the Agreement or the Company's election to enter into this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist shall be the responsibility of MSD.

4. FEES. The price to be charged to MSD by Company for providing the aforementioned information shall approximate 50% of Company's cost of obtaining the necessary data and shall be set by rate tariff attached hereto as Exhibit "A", which must be approved by the Commission. The charges shall be submitted to the Commission and shall be subject to the Commissions approval or change from time to time in accordance with the provisions of Chapters 386 and 393 RSMo 1992 Supp. Beginning November 1, 2001, and every month thereafter, upon implementation of the Company's new ORCOM system, Company will bill MSD for the previous month's cost for work under the tariff approved rates, and MSD will pay Company within 30 days from receipt of such billing. From time to time additional costs may be incurred by Company, which may be specifically authorized by MSD on a case by case basis, and the Company will be reimbursed by MSD for such costs if said authorization is obtained. If MSD shall fail or refuse to pay amounts due, Company's obligations to deliver data under this Agreement shall cease until such amounts are paid in full, but MSD shall nevertheless be required to pay continuing tariffs costs of accumulating the meter readings as described herein for the term of this agreement.

5. INDEMNIFICATION. To the extent allowed by law, MSD agrees to indemnify, defend and hold Company harmless from and against any and all claims, complaints or causes of actions arising out of the actions or inactions by Company pursuant to the terms of this Agreement or the Company's election to enter into this Agreement.

6. PUBLIC SERVICE COMMISSION APPROVAL. The tariff related to this agreement shall be subject to approval of the Commission and the implementation of the Company's new ORCOM system. The parties agree to accept changes in charges set from time to time by the Commission. If any other aspect of this Agreement or the related tariff are objected to, rejected or modified by the Commission, the Company and MSD shall have the option to declare this Agreement void, with the exception of the indemnification requirements which shall survive with respect to any and all actions theretofore taken pursuant to this Agreement during the time it was in force and effect.

7. CUSTOMER COMMUNICATIONS. MSD shall handle all customer communications regarding the implementation of this Agreement or any actions that have been taken pursuant to this Agreement. Communications from customers to Company regarding MSD billings will be referred and directed to MSD, but the Company will respond to reasonable requests for information from MSD to company to assist MSD in its customer relations.

8. FORCE MAJEURE AND CONFLICTING REQUIREMENTS. Company's actions required under this Agreement shall be excused if due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower or resources elsewhere. The aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having jurisdiction issues an order to the Company so requiring. At such time, Company will relay such order to MSD, and Company will not knowingly take further actions toward providing said information until MSD notifies Company in writing that it has resolved the matter, or that MSD requests that Company nevertheless proceed subject to the indemnification herein

contained. Thereafter, MSD shall to the extent allowed by law indemnify defend and hold Company harmless for actions taken by Company based on MSD's notification or request.

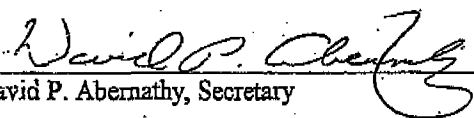
9. EXPIRATION OR TERMINATION. This Agreement shall be for a term of two years from December 1, 2001, to December 1, 2003, and from year to year thereafter subject to termination by either party at any time on 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

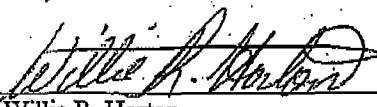
ST. LOUIS COUNTY WATER COMPANY
d.b.a. Missouri-American Water Company
("Company")

By: 
Eric W. Thornburg, President

ATTEST:


David P. Abernathy, Secretary

METROPOLITAN ST. LOUIS
SEWER DISTRICT
("MSD")

By: 
Willie R. Horton
Executive Director

ATTEST:

Karl J. Tyminski
Karl J. Tyminski
Secretary-Treasurer

Approved as to Legal Form

Randy E. Hayman
Randy E. Hayman
General Counsel

STATE OF MISSOURI)
) SS
County of St. Louis)

On the 4th day of March, 2002, before me appeared Eric Thornburg
to me personally known, who being my me duly sworn, did say that he is the _____
President of St. Louis County Water Company d.b.a. Missouri-American Water Company and that the
seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument
was signed and sealed in behalf of said corporation by authority of its Board of Directors and said
Eric Thornburg 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 my
office in the County of St. Louis, Missouri, the day and year first above written.

My Commission Expires 3-20-05

STACI A. OLSEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Mar. 20, 2005

Staci A. Olsen
Notary Public

STATE OF MISSOURI)

) SS

County of St. Louis)

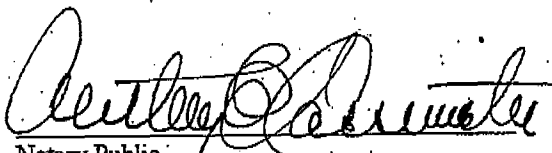
On the 14TH day of FEBRUARY 2002, before me appeared WILLIE R. HORTON to me personally known, who being by me duly sworn, did say that he is the _____ Executive Director of Metropolitan St. Louis Sewer District and that the seal affixed to the foregoing instrument is the seal of Metropolitan St. Louis Sewer District and that said instrument was signed and sealed in behalf of Metropolitan St. Louis Sewer District by authority of its Board of Trustees and said WILLIE R. HORTON acknowledged said instrument to be the free act and deed of Metropolitan St. Louis Sewer District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in my office in the CITY of ST. LOUIS, Missouri, the day and year first above written.

My Commission Expires _____.



ANTHONY E. CASSIMATIS
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES DEC. 8, 2003


Notary Public

FORM NO. 13 P.S.C. MO. No. 6 Fourth Revised SHEET No. RT 16.0
Cancelling P.S.C. MO. No. 6 Third Revised SHEET No. RT 16.0

ST. LOUIS COUNTY WATER COMPANY d/b/a
MISSOURI-AMERICAN WATER COMPANY

For Service in Certificated Areas in St. Louis
And Jefferson Counties

ST. LOUIS COUNT WATER COMPANY
FOR
ST. LOUIS COUNTY, MISSOURI AND JEFFERSON COUNTY, MISSOURI

Availability: This rate is available to The Metropolitan St. Louis Sewer District, for all water usage meter +
reading data and customer billing information.

REC'D MAR 11 2002

Rate: \$.54 per account read. (1)

Service Commission +

This rate is available to the Metropolitan St. Louis Sewer District, under the terms and conditions of the
contract on file with the Missouri Public Service Commission.

Payment Terms: Bills are net, and are due and payable within ten (10) days after date of bill.

(1) Exclusive of every tax or payment imposed upon the Company by political subdivision of the State of
Missouri, for the right to do business in such political subdivision. See P.S.C. No No. 6 Original Sheet
No. RT 11.0.

Missouri Public

FILED APR 11 2002
02-431

Service Commission

*Indicates new rate or text

+Indicates change

DATE OF ISSUE March 11, 2002 DATE EFFECTIVE April 11, 2002

ISSUED BY D.P. Abernathy, 535 N. New Ballas Road
V. P., Corporate Counsel St. Louis, MO 63141

EXHIBIT A

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office in
Jefferson City on the 9th day of
April, 2002.

In the Matter of the Application of Missouri-American)	
Water Company for Approval of an Agreement)	<u>Case No. WO-2002-431</u>
With the St. Louis Metropolitan Sewer District)	Tariff No. 200200757
Providing for the Disclosure of Customer Water)	
Usage Information and Related Tariff Sheets)	

ORDER APPROVING AGREEMENT AND APPROVING TARIFF

On March 11, 2002, Missouri-American Water Company (MAWC) filed an application seeking approval of an agreement between itself and the St. Louis Metropolitan Sewer District (MSD). Along with its application, MAWC issued tariff revisions designed to implement the agreement. The tariff carries an effective date of April 11, 2002.

On April 2, 2002, the Staff of the Commission filed a Memorandum and Recommendation in which it recommends that the Commission approve the proposed agreement between MAWC and MSD, but suspend MAWC's implementing tariff until an executed copy of the agreement between MAWC and MSD is filed with the Commission.

The agreement between MAWC and MSD relates to the provision of meter-reading data by MAWC to MSD, which is the sewer service provider to many of MAWC's customers. MSD uses this meter reading data to bill its sewer customers. A similar agreement is already in place between MAWC and MSD but the revised agreement will permit the use of more detailed – weekly and monthly rather than quarterly – information.

Exhibit

9

IT IS THEREFORE ORDERED:

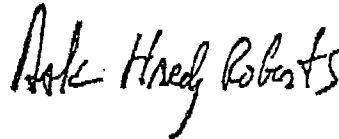
1. That Missouri-American Water Company's application for approval of an agreement between itself and the St. Louis Metropolitan Sewer District is granted.
2. That the tariff sheets issued on March 11, 2002, by Missouri-American Water Company, and assigned Tariff No. 200200757, are approved to become effective on April 11, 2002. The tariff sheets approved are:

PSC Mo. - No 6

Fourth Revised Sheet No. RT14.0, Replacing Third Revised Sheet No. RT14.0
Fourth Revised Sheet No. RT16.0, Replacing Third Revised Sheet No. RT16.0

3. That this order shall become effective on April 11, 2002.

BY THE COMMISSION



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

(S E A L)

Simmons, Ch., Lumpe, Gaw and Forbis, CC., concur
Murray, C., absent

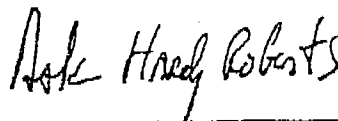
Woodruff, Senior Regulatory Law Judge

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 9th day of April 2002 .



Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a Session of the Public Service Commission
held at its office in Jefferson City on the
9th day of April, 2002.

In the Matter of the Application of Missouri-American)	
Water Company for Approval of an Agreement)	<u>Case No. WO-2002-431</u>
With the St. Louis Metropolitan Sewer District)	Tariff No. 200200757
Providing for the Disclosure of Customer Water)	
Usage Information and Related Tariff Sheets)	

ORDER APPROVING AGREEMENT AND APPROVING TARIFF

On March 11, 2002, Missouri-American Water Company (MAWC) filed an application seeking approval of an agreement between itself and the St. Louis Metropolitan Sewer District (MSD). Along with its application, MAWC issued tariff revisions designed to implement the agreement. The tariff carries an effective date of April 11, 2002.

On April 2, 2002, the Staff of the Commission filed a Memorandum and Recommendation in which it recommends that the Commission approve the proposed agreement between MAWC and MSD, but suspend MAWC's implementing tariff until an executed copy of the agreement between MAWC and MSD is filed with the Commission.

The agreement between MAWC and MSD relates to the provision of meter reading data by MAWC to MSD, which is the sewer service provider to many of MAWC's customers. MSD uses this meter reading data to bill its sewer customers. A similar agreement is already in place between MAWC and MSD but the revised agreement will permit the use of more detailed – weekly and monthly rather than quarterly – information. Staff's recommendation indicates that the revised agreement benefits all affected parties. MAWC benefits in that it is compensated for the meter reading service that it provides for MSD, thereby reducing the meter reading costs paid for by its customers. MSD benefits in that it does not have to incur costs to read meters and perform duplicative reading functions for its

billing system. The tariff revision accompanying the application changes the rates that MAWC will charge MSD for providing the meter reading data to more closely approximate one half of MAWC's total meter reading costs. The revised tariff rates will generate approximately \$228,000 in additional revenue for MAWC.

While Staff recommends that the Commission approve the agreement between MAWC and MSD, it recommends that the Commission suspend MAWC's proposed tariff revision for a period of 60 days to permit MAWC to file a copy of the executed agreement with the Commission. Staff indicates that it does not object to the tariff as filed except that the tariff should not be approved until MAWC has filed an executed copy of the agreement. Staff indicated that this proposed suspension of the tariff is intended to prevent MAWC's tariff from going into effect before the revised agreement is effective.

MAWC filed a response to Staff's recommendation on April 8, 2002. MAWC indicates that its agreement with MSD was executed on February 14, 2002. MAWC attached an executed copy of the agreement to its response.

Staff's recommendation that the agreement between MAWC and MSD be approved is reasonable. Furthermore, with MAWC having filed an executed copy of the agreement, there is no longer any reason to suspend MAWC's proposed tariff. Therefore, the agreement between MAWC and MSD, and MAWC's accompanying tariff, will be approved.

IT IS THEREFORE ORDERED:

1. That Missouri-American Water Company's application for approval of an agreement between itself and the St. Louis Metropolitan Sewer District is granted.
2. That the tariff sheets issued on March 11, 2002, by Missouri-American Water Company, and assigned Tariff No. 200200757, are approved to become effective on April 11, 2002. The tariff sheets approved are:

PSC Mo. - No 6

Fourth Revised Sheet No. RT14.0, Replacing Third Revised Sheet No. RT14.0
Fourth Revised Sheet No. RT16.0, Replacing Third Revised Sheet No. RT16.0

3. That this order shall become effective on April 11, 2002.

BY THE COMMISSION

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

(S E A L)

Simmons, Ch., Lumpe, Gaw and Forbis, CC., concur
Murray, C., absent

Woodruff, Senior Regulatory Law Judge

FORM NO. 13	P.S.C. MO. No. 6	Fourth	Revised SHEET No.	RT 14.0
Cancelling	P.S.C. MO. No. 6	Third	Revised SHEET No.	RT 14.0

ST. LOUIS COUNTY WATER COMPANY d/b/a
MISSOURI-AMERICAN WATER COMPANY

For Service in Certificated Areas in St. Louis
And Jefferson Counties

Missouri Public

Reserved for future filing

REC'D MAR 11 2002

Service Commission

Missouri Public

FILED APR 11 2002

02-431
Service Commission

*Indicates new rate or text

+Indicates change

DATE OF ISSUE March 11, 2002 DATE EFFECTIVE April 11, 2002

ISSUED BY D.P. Abernathy,
V. P., Corporate Counsel 535 N. New Ballas Road
St. Louis, MO 63141

FORM NO. 13

P.S.C. MO. No. 6

Fourth

Revised SHEET No. RT 16.0

Cancelling

P.S.C. MO. No. 6

Third

Revised SHEET No. RT 16.0

ST. LOUIS COUNTY WATER COMPANY d/b/a
MISSOURI-AMERICAN WATER COMPANY

For Service in Certificated Areas in St. Louis
And Jefferson Counties

ST. LOUIS COUNT WATER COMPANY
FOR
ST. LOUIS COUNTY, MISSOURI AND JEFFERSON COUNTY, MISSOURI

Availability: This rate is available to The Metropolitan St. Louis Sewer District, for all water usage meter +
reading data and customer billing information. Missouri Public

REC'D MAR 11 2002

Rate: \$.54 per account read. (1)

Service Commission +

This rate is available to the Metropolitan St. Louis Sewer District, under the terms and conditions of the
contract on file with the Missouri Public Service Commission.

Payment Terms: Bills are net, and are due and payable within ten (10) days after date of bill.

(1) Exclusive of every tax or payment imposed upon the Company by political subdivision of the State of
Missouri, for the right to do business in such political subdivision. See P.S.C. No No. 6 Original Sheet
No. RT 11.0.

Missouri Public

FILED APR 11 2002

02-431

Service Commission

*Indicates new rate or text

+Indicates change

DATE OF ISSUE March 11, 2002

DATE EFFECTIVE April 11, 2002

ISSUED BY

D.P. Abernathy,
V. P., Corporate Counsel

535 N. New Ballas Road
St. Louis, MO 63141

Exhibit

11

MEMORANDUM

TO: Missouri Public Service Commission Official Case File
Case No. WO-2002-431 (Tariff File No. 2002 00757)
Missouri-American Water Company

FROM: Wendell R. Hubbs - Water & Sewer Department

[Signature]
4/1/02

[Signature] 4/1/02
Project Coordinator/Date

[Signature] 4/2/02
General Counsel's Office/Date

SUBJECT: Staff Recommendation Regarding Application for Approval of Agreement and Tariff

DATE: April 2, 2002

On March 11, 2002, Missouri-American Water Company (Company) filed an *Application for Approval of Agreement and Tariff* (Application) with the Missouri Public Service Commission (Commission) for its St. Louis County Water Company service territory. The purpose of the filing is to obtain Commission approval of an "Agreement", to be entered into by the Company with the St. Louis Metropolitan Sewer District (MSD). Also sought is the Commission's approval of certain tariff revisions setting forth the rates the Company wishes to bill the MSD pursuant to the terms of the Agreement.

The Agreement in question is essentially the same as one previously approved by the Commission related to the provision of meter reading data to the MSD, which is the sewer service provider to many of the Company's customers. The MSD uses this meter readings data to bill its sewer customers. The changes in the Agreement allow for more detailed (weekly and monthly rather than quarterly) information to be provided to the MSD. This weekly and monthly information is now available because of the implementation of the Company's new billing system (ORCOM).

The Staff has reviewed the Agreement that the Company submitted with its Application and does not object to the Commission authorizing the Company to enter into the Agreement with the MSD. (The parties have not yet signed the Agreement.) The Agreement is to the benefit of all affected parties. The Company benefits in that it is compensated for the meter reading service it provides for the MSD, which reduces the meter reading costs that are paid for by its customers. The MSD benefits in that it does not have to incur costs to read meters and perform duplicative reading functions for its billing system. The Company's customers who receive service from both systems benefit from the economies generated by not having to pay the costs of two meter-reading systems and benefit from having a more equitable sewer billing system.

MO PSC Case No. WO-2002-431
Official Case File Memorandum
April 2, 2002 - Page 2 of 2 Pages

Contained in the proposed Agreement is the provision that the Company will bill the MSD to recover certain monies, which are to represent 50% of the Company's meter-reading costs. Currently, the recovery of these monies is provided for in the Company's tariff. As a result, the Company is also seeking approval of revised tariff sheets under which it proposes to change the billing mechanism and rates applicable for the meter reading service it provides to the MSD. This proposed rate change to the MSD will affect recovery on a "per account read" basis, rather than an annual amount per type of customer. This new recovery mechanism and rate will generate approximately \$228,000 greater revenue than the existing MSD rates. This additional amount of revenue serves to bring the MSD's contribution to the meter reading costs to a figure that is more currently representative of approximately one-half of the Company's total meter reading costs.

The Staff has reviewed the tariff sheets filed in this case, which bear an effective date of April 11, 2002, and it does not object to the Commission approving the tariff sheets as filed; however, this should not be done until an executed copy of the Agreement is filed in the case papers. The Staff has determined that the monies that would be charged the MSD pursuant to the proposed tariff sheets, will recover approximately 50% of the Company's meter reading costs. This cost has increased since the MSD rate was set because of increased meter reading costs incurred since 1992.

Based on the above, the Staff recommends that the Commission issue an order that:

- 1) Authorizes the Company to enter into the Agreement with the MSD, with the Agreement to be in substantial form as the one that was filed with the Application;
- 2) Directs the Company to file a copy of the executed Agreement in the case papers within ten days after such is available; and
- 3) Suspends the pending tariff revisions for a period of sixty days to allow time for the Company and the MSD to execute the Agreement and for the Company to file a copy of the executed Agreement in the case papers. (The Staff will monitor the progress of these signing and filing activities and will advise the Commission if further suspension of the tariff revisions is needed.)

Subsequent to the filing of the executed Agreement, the Staff will file its recommendation regarding the Commission's approval of the pending tariff revisions, including a recommended effective date for the tariff revisions.



Metropolitan
St. Louis Sewer
District

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

September 16, 2003

Mr. David Abernathy
Vice President, Corporate Counsel
Missouri-American Water Company
535 N. New Ballas Road
St. Louis, Missouri 63141

Dear David:

The Metropolitan St. Louis Sewer District ("MSD") currently has an agreement with Missouri American Water ("MO-AM") whereby MO-AM provides MSD with customer and water usage data so that it may effectively bill County of St. Louis customers for sewer services.

This agreement expires as of December 31, 2003. Consequently, I hereby respectfully request renegotiation discussions between both parties commence as soon as possible.

I may be reached at 314-768-6209 and look forward to working with you on this matter.

Sincerely,

Randy E. Hayman
General Counsel

C: Chuck Etwert, MSD Acting Executive Director
Jeff Theerman, MSD Director of Operations
Janice M. Zimmerman, MSD Director of Finance/CFO
Linda Grady, MSD Attorney II
Theresa Bellville, MSD Assistant Director of Finance
Kathy Ahillen, MSD Billing & Customer Service Manager

David P. Abernathy
Vice President, General Counsel
and Secretary

Mr. Randy E. Hayman

General Counsel
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103-2555

24 September 2003

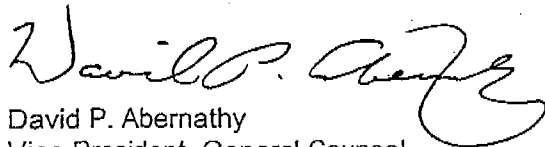
**RE: Water Data Usage Contract between Metropolitan St. Louis Sewer
District ("MSD") and Missouri American Water ("MAW")**

Dear Randy:

I am in receipt of your letter of September 16, 2003 in regard to the above-mentioned contract in which MSD expresses a desire to terminate the same via modification of the terms contained therein. As we discussed, MAW is also desirous of negotiating new contract terms to allow for the continued availability of our water usage and customer information data to MSD. Consequently, this letter shall serve as MAW's notice of intent to terminate the current water usage data contract between the parties as of December 31, 2003 and to express our willingness to negotiate new terms and conditions acceptable to the parties.

I will contact you shortly to arrange for meeting times and/or discussions on these issues. I thank you in advance for your assistance and interest in assisting with this matter. Please feel free to contact me should you have any questions or concerns.

Sincerely,



David P. Abernathy
Vice President, General Counsel
& Secretary

Enclosures
cc: Eric Thornburg
Jim Jenkins
Ed Grubb

American Water
535 N. New Dallas Road
St. Louis, MO 63141-6875
USA
T +1 314 996 2276
F +1 314 997 2451
E dpa@maaw.com
I www.amwater.com

Missouri Revised Statutes

Chapter 249 Sewer Districts in Certain Counties Section 249.645

August 28, 2006

Charges for sewer service, how computed--notice, hearing --delinquency, interest from due date--lien on land authorized --priority of lien--discontinuance of service.

249.645. 1. Any public sewer district created under the provisions of sections 249.430 to 249.660 or established pursuant to article VI, section 30(a) of the Missouri Constitution may establish, make and collect charges for sewage services, including tap-on fees. The charges may be set as a flat fee or based upon the amount of water supplied to the premises and shall be in addition to those charges which may be levied and collected for maintenance, repair and administration expenses as provided for in section 249.640. Any private water company, public water supply district, or municipality supplying water to the premises located within a sewer district shall, upon reasonable request, make available to such sewer district its records and books so that such sewer district may obtain therefrom such data as may be necessary to calculate the charges for sewer service. Prior to establishing any such sewer charges, public hearings shall be held thereon and at least thirty days' notice shall be given thereof.

2. Any charges made under this section shall be due at such time or times as specified by the county commission, and shall, if not paid by the due date, become delinquent and shall bear interest from the date of delinquency until paid. If such charges become delinquent, they shall be a lien upon the land charged, upon the county commission filing with the recorder of deeds in the county where the land is situated a notice of delinquency. The county commission shall file with the recorder of deeds a similar notice when the delinquent amounts, plus interest and any recording fees or attorney's fees, have been paid in full. The lien hereby created may be enforced by suit or foreclosure.

3. Should a lien be placed upon a customer's property by a public sewer district for unpaid sewer charges, the lien shall have priority as and be enforced in the same manner as taxes levied for state and county purposes.

4. Should the sewer charges remain unpaid for a period in excess of three months, the district, after notice to the customer by certified mail, shall have the authority at its discretion to disconnect the customer's sewer line from the district's line or request any private water company, public water supply district, or any municipality supplying water to the premises to discontinue service to the customer until such time as the sewer charges and all related costs of this section are paid.

(L. 1969 S.B. 320 § 1, A.L. 1983 H.B. 371, A.L. 1991 H.B. 299, A.L. 1999 H.B. 450 merged with S.B. 160 & 82)

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Missouri General Assembly

**Exhibit
15**

Missouri Revised Statutes

Chapter 250

Sewerage Systems and Waterworks--City or District

Section 250.233

August 28, 2006

Charges for sewer services--notice and public hearing required.

250.233. Any city, town or village operating a sewerage system or waterworks may establish, make and collect charges for sewerage services, including tap-on fees. The charges may be set as a flat fee or based upon the amount of water supplied to the premises and shall be in addition to those charges which may be levied and collected for maintenance, repair and administration, including debt service expenses. Any private water company or public water supply district supplying water to the premises located within said city, town or village shall, at reasonable charge upon reasonable request, make available to such city, town or village its records and books so that such city, town or village may obtain therefrom such data as may be necessary to calculate the charges for sewer service. Prior to establishing any such sewer charges, public hearings shall be held thereon and at least thirty days' notice shall be given thereof.

(L. 1983 H.B. 371)

(1991) Duty to provide at least thirty days' notice of public hearings to establish sewer charges requires city to use traditionally accepted procedures of publishing legal notices in newspaper of general circulation. The attention of the local media does not substitute for the notice required by this section. City of Lexington v. Seaton, 819 S.W.2d 753 (Mo. App.).

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Missouri General Assembly

Exhibit
16

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

**In the Matter of Missouri-American Water Company's Tariff to
Revise Water and Sewer Rate Schedules**

Case No. WR-2003-0500

HEARING

VOLUME 26

APRIL 19, 2004

ASSOCIATED COURT REPORTERS

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Exhibit

17

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS
HEARING

April 19, 2004

Jefferson City, Missouri

Volume 26

In the Matter of Missouri-American) Case No. WR-2003-0500
Water Company's Tariff to Revise)
Water and Sewer Rate Schedules)

BEFORE:

KEVIN A. THOMPSON, Presiding
DEPUTY CHIEF REGULATORY LAW JUDGE.

CONNIE MURRAY,
COMMISSIONER

REPORTED BY:

TRACY L. THORPE, CSR, CCR
MIDWEST LITIGATION SERVICES

A P P E A R A N C E S

W.R. ENGLAND, III, Attorney at Law

DAVID ABERNATHY, Attorney at Law

Brydon, Swearengen & England

312 East Capitol Avenue

Jefferson City, Missouri 65102

573-635-7166

FOR: Missouri-American Water Company

PAUL S. DEFORD, Attorney at Law

Lathrop & Gage

2345 Grand Boulevard, Suite 2600

Kansas City, Missouri 64108

816-292-2000

FOR: Metropolitan St. Louis Sewer District

RANDY HAYMAN, Attorney at Law

2350 Market Street

St. Louis, Missouri 63103

314-768-6209

FOR: Metropolitan St. Louis Sewer District

M. RUTH O'NEILL, Assistant Public Counsel

P.O. Box 2230

Jefferson City, Missouri 65102

573-751-1304

FOR: Office of Public Counsel and the Public

CLIFF E. SNODGRASS, Senior Counsel

P.O. Box 360

Jefferson City, Missouri 65102

573-751-6651

FOR: Staff of the Missouri Public Service Commission

P R O C E E D I N G S

JUDGE THOMPSON: Good morning. My name is Kevin Thompson. I'm the regulatory law judge assigned to preside over this matter, which is in the matter of Missouri-American Water Company's tariff to revise water and sewer rates, WR-2003-0500.

We'll go ahead and take oral entries of appearance at this time. Why don't we begin with Public Counsel?

MS. O'NEILL: Good morning. Ruth O'Neill from the Office of Public Counsel, PO Box 2230, Jefferson City, Missouri 65102.

JUDGE THOMPSON: Thank you, Ms. O'Neill.
Company?

MR. ENGLAND: Thank you, your Honor. Let the record reflect the appearance of WR England and David Abernathy on behalf of the company, Missouri-American Water Company.

JUDGE THOMPSON: Thank you.
And Intervenor?

MR. DEFORD: Thank you, your Honor. Let the record reflect the appearance of Paul S. DeFord, the law firm of Lathrop and Gage appearing on behalf of Metropolitan Sewer District. Also appearing is Randy Hayman.

MR. HAYMAN: General counsel, Metropolitan

1 St. Louis Sewer District.

2 JUDGE THOMPSON: Nice to meet you, sir.

3 MR. HAYMAN: My pleasure. And also our
4 director of finance, Jan Zimmerman.

5 MS. ZIMMERMAN: Nice to see you.

6 JUDGE THOMPSON: Nice to see you, ma'am.

7 Let the record reflect that Staff, although
8 directed to appear at this time and place, is not here.

9 We had an eventful few days at the end of last
10 week. The compliance tariffs were filed by
11 Missouri-American Water Company after a long, many months
12 ordeal of a rate case with -- I think we had 12 days of
13 hearing, if I'm not correct -- incorrect. I may be
14 incorrect. Several days of hearing anyway.

15 We had three Stipulations and Agreements, we
16 had a hearing on the Stipulations and Agreements. We had
17 approval by the Commissioners, rejection of the original
18 tariffs and then all that was left was for the compliance
19 tariffs to be filed.

20 They were filed, Staff filed its memorandum on
21 Thursday afternoon and pursuant to that memorandum and
22 pursuant to my delegated authority, I issued an order
23 approving the compliance tariffs effective April 16th.

24 I believe it was that same day, the 15th, in
25 the afternoon that the Metropolitan Sewer District filed a

1 pleading requesting reconsideration pointing out that --
2 alleging that there were two sheets in the compliance
3 tariffs that contained matters not previously raised in the
4 case, explaining they had not intervened because there was
5 nothing in the case up to that moment that had affected them
6 and that they were surprised and prejudiced by the
7 appearance of this matter at this late date and approved on
8 one day's notice and requesting that the Commission, in
9 fact, not approve it on an expedited basis.

10 I conferred with my superiors and with the
11 Commissioners, and as a result, issued an order suspending
12 the compliance tariffs for a period of one week and setting
13 this hearing this morning for the company to show cause why
14 we should not reject the compliance tariffs.

15 Of course, as you know, it is traditional here
16 that we deal with tariff filings as a group, so we can't
17 simply reject the two sheets that questions were raised
18 about. It has to be all or nothing. So that's my summation
19 of where we find ourselves this morning. And I guess it was
20 Missouri-American that was directed to show cause, so
21 Mr. England, I'll offer you the podium.

22 MR. ENGLAND: Thank you, your Honor. Your
23 Honor, I believe there were a number of tariffs, as you
24 pointed out, that were filed for purposes of complying with
25 the Commission's order approving Stipulations and

1 Agreements, plural, in this case.

2 As I understand, the only two tariffs --
3 tariff sheets, that is, that are really the subject of the
4 objection are two tariff sheets for the St. Louis County
5 District. And they are, I believe, Second Revised Sheet
6 No. RT-15 and Fifth Revised Sheet No. RT-16.

7 With respect to those two tariff sheets, I
8 would say that the company believes that they are in
9 compliance with the understanding of the parties, at least
10 the understanding of the company and the Staff regarding
11 revenue requirements, rates and what have you in the
12 St. Louis district.

13 I will admit that they were never the subject
14 of public testimony or debate during this proceeding. It
15 was not an effort on our part to prejudice anyone. It was
16 an effort to more correctly reflect the status quo of the
17 situation that currently exists between the company and MSD.

18 Having said that and in an effort to perhaps
19 separate this from the rate case, I note that in the
20 pleading filed by MSD, paragraph 14, they specifically
21 request that, quote, The Commission should reject these
22 proposed tariff sheets as unjust and unreasonable and
23 instruct MAWC to resume good faith negotiations while
24 leaving in place the existing contractual relationship,
25 period.

1 In the event negotiations prove unsuccessful
2 within a reasonable period, comma, the parties could bring
3 the matter to the Commission for resolution, period, end
4 quote.

5 While we do not agree that the sheets are
6 unjust and unreasonable and we certainly do not agree that
7 we have acted -- or negotiated in anything but good faith,
8 we are willing to voluntarily pull those two tariff sheets
9 from the instant filing so that the remainder of the sheets
10 can go into effect as soon as you can issue an order doing
11 so.

12 We are certainly willing to continue
13 negotiations with MSD and we are willing to bring this
14 matter back to the Commission if, after a reasonable period
15 of time, we are unable to reach voluntary agreement with MSD
16 in this matter. And hopefully that would resolve the issue
17 certainly as far as the rate case is concerned.

18 JUDGE THOMPSON: Okay. Thank you very much,
19 Mr. England.

20 Mr. Snodgrass, why don't you go ahead and do
21 your oral entry of appearance at this time.

22 MR. SNODGRASS: Yes. Judge, my name is Cliff
23 Snodgrass. I apologize for being a few minutes late this
24 morning.

25 JUDGE THOMPSON: That's quite all right.

1 MR. SNODGRASS: I represent Staff of the
2 Missouri Public Service Commission in this case.

3 JUDGE THOMPSON: Thank you.

4 I don't know who to let at the podium next.
5 Would you like to respond to the comments that Mr. England
6 had, Cliff, or should we allow Mr. DeFord to step up?

7 MR. SNODGRASS: I would prefer Mr. DeFord to
8 go ahead and have at it.

9 MR. DEFORD: I'll tag team to Mr. Hayman, and
10 then if I could go next, that would be great too.

11 MR. HAYMAN: Good morning.

12 JUDGE THOMPSON: Good morning, sir.

13 MR. HAYMAN: On behalf of Metropolitan Sewer
14 District, we appreciate the Commission's willingness to take
15 such a prompt look at this matter. I'm Randy Hayman,
16 general counsel for the Metropolitan St. Louis Sewer
17 District.

18 The district's board of trustees consists of
19 highly trained, experienced people -- business people and
20 they have given its staff the mandate of running the
21 district in a fiscally responsible manner. Financial
22 decisions affecting rates charged to our customers must have
23 a clear and actionable business focus.

24 Paying more money for less water data
25 information is both illogical and without any basis in law

1 or accepted business practice. What MO-Am has proposed to
2 the Public Service Commission is neither fair nor in the
3 best interest of MSD or, more importantly, that of our
4 customers.

5 I also think it's important to note that my
6 correspondence, which is part of the pleading on March 29th,
7 I wrote back to Mr. Abernathy after our last meeting, which
8 was on March 23rd. It was my understanding at that time
9 that, yes, the rate commission was going -- I mean, the rate
10 case was going forward before the Commission, but that we
11 would, during a short period of time, negotiate a contract
12 and then bring that contract and tariff back to the
13 Commission and more or less it would be stapled to the rate
14 case.

15 It's come to my attention that they've signed
16 the agreement on last Thursday and expedited to come into
17 effect on this past Friday. That's why we've taken the
18 expedited action that we have to protect the district and
19 our customers.

20 JUDGE THOMPSON: Thank you.

21 MR. HAYMAN: Thank you.

22 MR. DEFORD: Your Honor, I think in light of
23 Mr. England's statement, we're not here to blow up the
24 entirety of the rate case. And withdrawal of the two tariff
25 pages I think satisfies our concern at least for the moment.

1 And we would be more than pleased to engage in negotiations
2 with the company and set a reasonable deadline to bring the
3 matter back to the Commission for resolution if the parties
4 can't agree.

5 JUDGE THOMPSON: Okay. Thank you, Mr. DeFord.
6 Ms. O'Neill?

7 MS. O'NEILL: Good morning. I would just like
8 to state that the Office of the Public Counsel, when it
9 entered into two of the three stipulations and decided not
10 to object to this third stipulation involved in the rate
11 case, did that have after considering a lot of different
12 interests for a lot of different customers.

13 We believe that we've considered all factors
14 that were relevant and brought to our attention during that
15 period of time and we would still believe that those
16 settlements are in the best interest of the customers.

17 We believe that if these two disputed tariff
18 sheets are withdrawn -- and they weren't part of our
19 negotiations -- that there would not be anything
20 objectionable in the rest of the Complainant's tariff. So
21 if Missouri-American is indeed willing to do so, we would
22 not object to that.

23 JUDGE THOMPSON: So, Ms. O'Neill, you say
24 these two sheets were not part of the negotiated settlement,
25 as far as you recall?

1 MS. O'NEILL: My recollection is that the
2 negotiated settlement and the -- the discussions that I
3 participated in and the discussions I was made aware of, we
4 did not discuss Metropolitan Sewer District when I was
5 there.

6 These are two parties that have a
7 long-standing relationship and it's always been subject to
8 contract. I don't know that my office was made aware of
9 problems in negotiating the new contract at all. I know
10 that they have a contract they negotiate from time to time.

11 JUDGE THOMPSON: Thank you.

12 Commissioner Murray, any questions for
13 Ms. O'Neill?

14 COMMISSIONER MURRAY: No, thank you.

15 JUDGE THOMPSON: Mr. Snodgrass?

16 MR. SNODGRASS: Yes, Judge. After
17 consultation with the Staff, Staff has no objection with
18 withdrawal of the two tariff pages at issue here in this
19 case. We certainly encourage negotiations between these two
20 parties and hopefully a fair and reasonable agreement can be
21 reached.

22 Staff's basic position on this matter is that
23 without an enforceable contract between MSD and the company,
24 the tariff sheets at issue anyway can't be enforced because
25 the tariffs themselves are based on an existing contract

1 between these parties.

2 We understand that the contract between MSD
3 and the company has been extended for approximately
4 120 days. That's our understanding at this point in time.
5 But if there is no contract after the extension expires,
6 Staff takes a position that the tariffs are not enforceable
7 because they have to be based on an existing agreement
8 between these two contracting parties. That's the Staff's
9 position at this point in time.

10 JUDGE THOMPSON: Okay. Thank you,
11 Mr. Snodgrass. Is it true that the two tariffs -- the two
12 sheets in question were not part of the negotiations, as far
13 as you know?

14 MR. SNODGRASS: Yes. As far as I know, Judge,
15 that's a correct statement.

16 JUDGE THOMPSON: And isn't it unusual for a
17 new matter to be included in a compliance tariff?

18 MR. SNODGRASS: I'm not sure the Staff
19 considers this to be a new matter, frankly, your Honor.

20 JUDGE THOMPSON: Okay.

21 MR. SNODGRASS: From understandings that we've
22 had with discussions with the company, we're not sure that
23 this is a new matter.

24 JUDGE THOMPSON: But the issues in these two
25 sheets were not part of any of the three Stipulations and

1 Agreements; is that true?

2 MR. SNODGRASS: Well, it's my understanding
3 that the company already had a tariff regarding these
4 matters and that these issues have been going on for years
5 between these particular parties. So we don't regard this
6 as new matters.

7 JUDGE THOMPSON: Well, let me respond to that.
8 Up on the ninth floor where the judges live, we're not
9 subject matter experts and we do not review tariff sheets to
10 determine whether or not they're in compliance with
11 agreements or with orders of the Commission or whether
12 they're even just and reasonable.

13 We rely on the experts that the various
14 parties bring, the testimony in the hearing room about the
15 tariff sheets. And in the case of compliance tariffs, we
16 rely, of course, on the memorandum and recommendation
17 produced by the Staff. And we assume that Staff's subject
18 matter experts will review those tariffs and ensure that
19 they are, in fact, compliant with the Commission order that
20 they are presented as a representation of, if I'm making
21 sense.

22 So the problem, from my point of view, and the
23 thing I would like to make sure you understand is that where
24 the Commission has already approved a settlement of the case
25 and has directed the compliance tariffs be filed, the

1 Commission is saying, We have approved this and you may now
2 file tariffs that express -- that implement what we have
3 approved.

4 Now, these two sheets, not being part of any
5 of those three agreements consequently, had never been
6 considered by the Commission. You see? And so it was, of
7 course, inappropriate for them to be presented in a way
8 where they would be approved by delegation. You see what
9 I'm saying?

10 They needed to come to the full Commission and
11 be considered and approved by the Commissioners, either as
12 part of a settlement or separately or however, but that's
13 the way it needs to be done.

14 And I just want to make sure that in the
15 future that Staff understands a compliance tariff is exactly
16 that, a tariff that implements a previously agreed,
17 previously approved situation. Okay? One that has been
18 before the Commissioners, has been approved by the
19 Commission and then can be approved by delegation relying
20 upon Staff's memorandum and recommendation.

21 Where tariff sheets include new matter that
22 the Commissioners have never seen, well, that has to go to
23 the Commissioners. Okay? So that's simply my read on that.
24 I want you to take note of that for the future.

25 Now, with respect to the suggestions that

1 we've got of withdrawing the two sheets and continuing
2 negotiations and allowing the other sheets to go into
3 effect, I'm wondering if there is a single-issue rate-making
4 problem. And perhaps you can advise me on that,
5 Mr. England. Is it possible to separate out the contents of
6 these two sheets and let them be approved at a different
7 time?

8 MR. ENGLAND: The answer I believe is yes, but
9 you raise a good question, your Honor. And kind of
10 elaborating on your earlier discussion with Staff, while
11 these tariff sheets were not the discussion of settlement
12 negotiations with the parties for rate design or revenue
13 requirement, they, nevertheless, embody a revenue stream
14 that was inherent in the Staff's case.

15 And I think that's what Mr. Snodgrass was
16 getting at. And I fully agree with his characterization
17 that these tariff sheets really have no force and effect
18 unless there is an underlying agreement embodying the terms
19 and conditions of the relationship between the parties. And
20 the tariff sheets specifically refer to those agreements.

21 In the past -- and this gets, I think, to your
22 most current question -- my understanding is that when new
23 contracts were reached with MSD, they were filed with the
24 Commission, not necessarily for approval of the contracts,
25 but a tariff sheet was then filed with the contract along

1 with the contract that is -- that embodied a rate and you
2 approved it and you approved it outside the context of the
3 general rate case. And that's been historically the
4 practice, as I understand, with this company and with these
5 types of -- these contractual arrangements.

6 So that's a rather long-winded way of saying
7 that if we reach agreement in the future, we believe that
8 it's appropriate for us to file that agreement with the
9 Commission. Now, it may be that the rates are less than
10 they have been in the past, may be that they are the same or
11 they could be increased, but my understanding is those have
12 been done outside the context of a rate case.

13 JUDGE THOMPSON: Thank you, Mr. England.

14 Commissioner Murray?

15 COMMISSIONER MURRAY: Yes. I'd like to ask if
16 this was an issue that should have been included in the
17 Stipulation and Agreement because -- and the reason I ask
18 that question is that if these charges reflect the revenue
19 requirement that was agreed upon in the Stip and Agreement,
20 won't the revenue fall short if those charges are not
21 included?

22 MR. ENGLAND: That's correct. And obviously
23 that's one of our concerns.

24 COMMISSIONER MURRAY: So was it inadvertently
25 left out in the Stip and Agreement or --

1 MR. ENGLAND: I think that's a good
2 description. Obviously hindsight's 20/20. I wish now it
3 would have been specifically identified in those agreements,
4 but it wasn't.

5 COMMISSIONER MURRAY: And it was not
6 negotiated within the context of the Stip and Agreement; is
7 that right?

8 MR. ENGLAND: No. Other than an
9 understanding -- and I'll let Staff speak for themselves --
10 that we had a test year revenue stream associated with this
11 contract that was included in both com-- or excuse me, both
12 company and Staff's case. And it was our understanding or
13 hope that that would continue in the future.

14 COMMISSIONER MURRAY: But the revenue stream
15 that was included was based upon the terms of the existing
16 contract, was it not?

17 MR. ENGLAND: Correct.

18 COMMISSIONER MURRAY: But the tariff sheets
19 that were filed made changes in that, did they not?

20 MR. ENGLAND: My understanding is the tariffs
21 made changes in the way in which the revenue was expressed.
22 The existing sheet expresses it on a per usage or per
23 occurrence type basis and the revised sheet reflects a flat
24 annual amount, but the annual amount reflected in the new
25 tariff sheet, if you will, is the same that's been there

1 historically in both company's and Staff's case.

2 COMMISSIONER MURRAY: So for annual dollar
3 amount, there was no change?

4 MR. ENGLAND: That's my understanding.

5 COMMISSIONER MURRAY: Is that the
6 understanding of the district?

7 MR. DEFORD: Not exactly, your Honor. What
8 Mr. England said is absolutely true. What the current
9 tariff did is reflect a per account read. And what happened
10 apparently was they quantified that for a period -- I guess
11 the test year with a true-up and then turned that into a
12 flat rate and plugged that into a tariff sheet.

13 I guess what the sewer district would point
14 out is that I don't believe that this is a charge for either
15 water service or sewer service, so I believe that these are
16 non-jurisdictional revenues, but I don't think this has
17 really anything to do with, you know, the rate case and
18 submission of those contracts in the past for Commission
19 approval.

20 I think it may have been appropriate, but it
21 nonetheless -- and, again, agreeing with Mr. England, I
22 don't think this raises the spectra of single-issue
23 rate-making because this is non-jurisdictional revenue.
24 This is not something that the company needs to put in a
25 tariff or for that matter, should be in a tariff. So I

1 suppose, you know, this is kind of a unique circumstance.

2 The company is statutorily entitled to the
3 data that we're seeking here upon reasonable request. And I
4 think that it's appropriate to compensate the company for
5 that data, but again, I don't believe that it's appropriate
6 or necessary to put that charge in a tariff.

7 MR. HAYMAN: If I may add too, your Honor, I
8 think it's important to note that, yes, the \$760,000 was the
9 status quo up until about August or September of '03. At
10 that point, we began negotiating, put them on notice that we
11 wanted less information, we're narrowing down and
12 fine-tuning our request. And with that, logically there
13 should be a lesser cost involved. And that's what we have
14 been trying to negotiate in good faith since September of
15 '03.

16 COMMISSIONER MURRAY: All right. And then,
17 Mr. England, in relation to the Stip and Agreement and the
18 revenue requirement that was calculated in the Stip and
19 Agreement, is it the company's position that the Stip and
20 Agreement is still just and reasonable and acceptable to the
21 company absent these two tariff sheets?

22 MR. ENGLAND: Yes.

23 COMMISSIONER MURRAY: And then I just have a
24 couple questions related to the statute that allowed -- that
25 deals with sewer district requests for records and books.

1 And I guess I'll ask the company to respond and the sewer
2 district as well.

3 But 249.645 provides that any private water
4 company, and I'll leave out some words, supplying water to
5 premises located within a secure district shall, upon
6 reasonable request, make available to such sewer district
7 its records and books so that such sewer district may obtain
8 therefrom such data as must be necessary to calculate the
9 charges for sewer service.

10 It doesn't -- that statutory reference doesn't
11 say anything about charging for making those records
12 available. Where do you get the authority to charge for
13 that?

14 MR. ENGLAND: I'm sorry. Is that directed to
15 the company?

16 COMMISSIONER MURRAY: Mr. England.

17 MR. ENGLAND: I believe Mr. DeFord pointed out
18 that it's conditioned upon reasonable request. And we would
19 believe that a reasonable request would include a request to
20 compensate the company for that information.

21 COMMISSIONER MURRAY: Okay. And that's how
22 both of you have been interpreting it. Is that correct,
23 Mr. DeFord?

24 MR. DEFORD: We'd love to have it for free,
25 but I do think a reasonable request would include some

1 compensation to the company.

2 COMMISSIONER MURRAY: Okay. And then any
3 costs related to disconnection and reconnection addressed in
4 250.236, the statute there specifically sets out that those
5 costs shall be reimbursed to the private water company by
6 the city. But there's nothing in there about how those
7 costs are calculated. Is that based on just actual costs of
8 connecting and reconnecting, or do you know?

9 MR. ENGLAND: I think historically we've tried
10 to base it on our actual costs.

11 COMMISSIONER MURRAY: Thank you.

12 Thank you, Judge.

13 JUDGE THOMPSON: Yes, ma'am.

14 To follow up on what Commissioner Murray was
15 just asking, those connection and reconnection costs, is
16 that what we see on Tariff Sheet RT-15?

17 MR. ABERNATHY: Yes, that's right.

18 JUDGE THOMPSON: And those certainly are
19 jurisdictional charges, are they not?

20 MR. ABERNATHY: I believe so, sure.

21 JUDGE THOMPSON: Okay.

22 MR. DEFORD: We would agree that those are
23 pursuant to I think 393.015.

24 JUDGE THOMPSON: What is it that you guys
25 object to about RT-15? Just the amount of the charges?

1 MR. DEFORD: The amount of the charges and the
2 lack of notice that they would be increased. We didn't know
3 that that proposal was on the table.

4 MR. ABERNATHY: Well, it had been part of our
5 negotiation. We would disagree with that somewhat. We all
6 knew it was being discussed as far as turn-on/turn-off as
7 well as the data usage too.

8 JUDGE THOMPSON: I seem to recall that -- from
9 early on the case involved -- included increasing connection
10 and disconnection fees which was indicated had not been
11 increased for quite some time. Does that include these,
12 Mr. England?

13 MR. ENGLAND: I know what you're talking about
14 and I don't recall if our -- I don't want -- I don't know if
15 there's a tie-in between the two, but you're right, the
16 regulated reconnection and connection fees I believe were
17 the subject of the original filing, were discussed by the
18 parties in the context of negotiations and I think were
19 addressed in the Stipulation and Agreement. But these are
20 different cha-- these are charges we charge --

21 JUDGE THOMPSON: These are different?

22 MR. ENGLAND: -- these are charges that we
23 charge a sewer district for termination of water service for
24 failure of the customer to pay his sewer charges.

25 JUDGE THOMPSON: Okay.

1 MR. DEFORD: For what it's worth, your Honor,
2 there was no revised page RT-15 in the May 19th --

3 JUDGE THOMPSON: In the original filing. And
4 there was no Sheet 16 either?

5 MR. DEFORD: That's correct.

6 JUDGE THOMPSON: Okay. And, Mr. England, do
7 you agree that the charge on Tariff Sheet 16, in other
8 words, that there doesn't need to be a tariff for that
9 charge?

10 MR. ENGLAND: Let me explain to you what the
11 practical side of that is. Generally, I think I've maybe
12 taken that position, that it's not, but the fact of the
13 matter is we either include the revenues above the line for
14 purposes of rate-making purposes or you have to come up with
15 an allocation of cost to put below the line for services
16 associated with deregulated activities.

17 And I can't -- I didn't represent the company
18 back in '93 when this began, but I suspect it was easier for
19 them to simply tariff this, bring it above the line and then
20 you avoid the argument of how many costs are you going to
21 shove below the line to properly reflect this service. So
22 as a practical matter, I think it's easier the way it's
23 historically been handled.

24 JUDGE THOMPSON: Okay. And since we're
25 speaking of practicalities, you're going to withdraw the

1 compliance tariff and refile them minus these two sheets?

2 MR. ENGLAND: I will do -- I mean, yes, sir.
3 Whatever you would like us to do to get the other tariff
4 sheets implemented as quickly as possible.

5 JUDGE THOMPSON: I think that's what you're
6 going to have to do since we only with deal with them as a
7 group.

8 MR. ENGLAND: Withdraw the entire group and
9 then refile everything?

10 JUDGE THOMPSON: Withdraw the entire group and
11 then refile everything except the two disputed sheets.

12 MR. ENGLAND: We can do that.

13 JUDGE THOMPSON: And we will need a memorandum
14 from Staff telling us that they are in compliance and making
15 clear there is nothing extra fallen into the group and we'll
16 get you in order as quickly as we can.

17 MR. ENGLAND: Thank you.

18 JUDGE THOMPSON: Anything else? Very well.
19 We are adjourned.

20 MR. DEFORD: Your Honor, one thing.

21 JUDGE THOMPSON: What's that, Mr. DeFord?

22 MR. DEFORD: We'd like to kind of put some
23 parameters on the time for negotiations, if we could. I
24 think we've agreed that 90 days and then we'll bring this
25 back to the Commission if the parties haven't resolved the

1 dispute between them.

2 JUDGE THOMPSON: Very good. I think that's
3 acceptable.

4 MR. HAYMAN: And the district will make every
5 effort to do it quicker than 90 days.

6 JUDGE THOMPSON: That's fine. Well, you're
7 all here in town so you can start today. If there's nothing
8 else --

9 COMMISSIONER MURRAY: Just one thing.

10 JUDGE THOMPSON: Yes, Commissioner.

11 COMMISSIONER MURRAY: Assuming worst case
12 scenario and there's no agreement and the parties can't
13 agree, can the company refuse to make available those
14 records?

15 MR. HAYMAN: No. Absolutely not. Because the
16 language in the statute says they shall provide us with that
17 information.

18 COMMISSIONER MURRAY: Okay.

19 MR. HAYMAN: And while we do -- you know, in
20 the past we have paid for and we believe that that is fair,
21 when it says upon reasonable request, that does not
22 necessarily state, and I haven't seen case laws meaning that
23 that means we do have to, in fact, pay for it.

24 Upon reasonable request means it's a timely
25 request, not too voluminous to be overwhelming and

1 burdensome. So the bottom line is they do have to provide
2 us with the information.

3 COMMISSIONER MURRAY: And what's the history
4 of this? How long has this gone on, do you know?

5 MR. HAYMAN: At least since I believe '83.

6 MR. ABERNATHY: I think it was actually '93.

7 MR. HAYMAN: '93. I'm sorry.

8 COMMISSIONER MURRAY: And the history is that
9 there has been a contractual agreement including a fee for
10 doing so?

11 MR. HAYMAN: That's correct. That's correct.
12 And as long as it's reasonable, we're in line with that.

13 COMMISSIONER MURRAY: Thank you.

14 JUDGE THOMPSON: Anything more?

15 Hearing nothing further, we are adjourned.

16 Thank you all very much.

17 WHEREUPON, the hearing was adjourned.

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BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Missouri-American Water Company's)
Tariff to Revise Water and Sewer Rate Schedules.) Case No. WR-2003-0500

NOTICE CLOSING CASE

On September 2, 2004, the Metropolitan St. Louis Sewer District (MSD) filed its Status Report, advising the Commission that no progress has been made in discussions between MSD and Missouri-American Water Company. Missouri-American responded on September 3.

MSD had raised these issues previously in this case; upon Missouri-American's filing of compliance tariffs, and certain sheets were withdrawn as a result. Thereafter, on April 20, 2004, the Commission approved Missouri-American's revised compliance tariffs and closed this case. Missouri-American, in its response, suggests that MSD file a complaint if it believes one is warranted, but objects to the further consideration of these matters in this case.

This general rate case was complete upon the Commission's approval of Missouri-American's revised compliance tariffs. MSD may file a complaint with respect to any current controversy between it and Missouri-American. No further activity is expected in this matter; therefore, it may now be closed.

BY THE COMMISSION

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Dated at Jefferson City, Missouri,
on this 15th day of October, 2004.

Thompson, Deputy Chief Regulatory Law Judge

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

FILED

APR 24 2006

THE METROPOLITAN ST. LOUIS)
SEWER DISTRICT,)

Plaintiff,)

v.)

MISSOURI AMERICAN WATER CO.)

Respondent)

and)

MISSOURI PUBLIC SERVICE)
COMMISSION,)

Intervener.)

Cause No. 05CG00367

JOAN M. GILMER

CIRCUIT CLERK, ST. LOUIS COUNTY


Div. 38

JUDGMENT OF DISMISSAL

Cause called and heard on Respondent Missouri American Water Company's and Intervener Missouri Public Service Commission's Motions to Dismiss. Parties appear by counsel. The Court, being fully apprised, finds that primary jurisdiction of this matter rests with the Missouri Public Service Commission and that, until such time as the matter has been heard by said Commission, this Court lacks jurisdiction to act.

Plaintiff METROPOLITAN ST. LOUIS SEWER DISTRICT'S Petition for Declaratory Relief is dismissed, without prejudice. Court costs assessed against Plaintiff.

SO ORDERED:


Judge Ellen Levy Siwak, Division 38

4-24-06

**Exhibit
19**

Copy to: Byron Francis, Attorney for Metropolitan St. Louis Sewer District
Eric Martin and William England, Attorneys for Missouri-American Water Co.
Lera L. Shemwell, Attorney for Missouri Public Service Commission