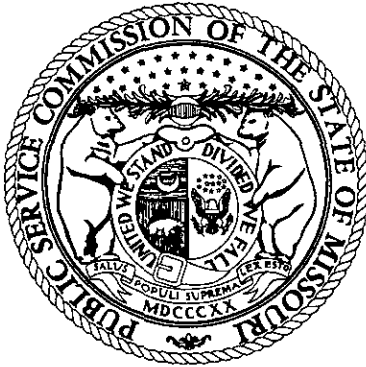


**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**



In the Matter of the Application of )  
Public Water Supply District #1, )  
Nodaway County, Missouri, and the )  
City of Maryville for the Approval )  
of a Territorial Agreement. )

Case No. WO-99-561

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**REPORT AND ORDER**

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**Issue Date: September 2, 1999**

**Effective Date: September 12, 1999**

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of )	
Public Water Supply District #1, )	
Nodaway County, Missouri, and the )	<u>Case No. WO-99-561</u>
City of Maryville for the Approval )	
of a Territorial Agreement. )	

**APPEARANCES**

David A. Baird, Attorney at Law, 1226 Parkdale Road, Maryville, Missouri 64468-2726, for the City of Maryville.

Roger M. Prokes, Attorney at Law, Post Office Box 384, 118 East 3<sup>rd</sup>, Maryville, Missouri 64468, for Public Water Supply District #1, Nodaway County.

David J. Stueven, Assistant General Counsel, Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, for the Staff of the Missouri Public Service Commission.

**REGULATORY LAW JUDGE:**      Nancy Dippell, Senior.

**REPORT AND ORDER**

**Procedural History**

Public Water Supply District #1 of Nodaway County, Missouri (District), and the City of Maryville of Nodaway County, Missouri (City), (collectively referred to as "Applicants"), pursuant to Section 247.172, RSMo 1994<sup>1</sup>, filed a joint application requesting that the Commission determine that their proposed territorial agreement, designating the service territory of each of the Applicants is not detrimental to the public interest. The proposed territorial agreement is attached to this Report and Order as Attachment A.

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<sup>1</sup> All further statutory references are to the Revised Statutes of Missouri 1994 unless otherwise indicated.

3

The Commission issued an Order and Notice on May 21, 1999, directing parties wishing to intervene in the case to do so by June 10, 1999. No applications to intervene were filed. The Applicants, the Office of the Public Counsel (Public Counsel), and the Staff of the Missouri Public Service Commission (Staff) filed a Unanimous Stipulation and Agreement stating that the territorial agreement is in the public interest and should be approved. A copy of the Stipulation and Agreement is attached to this order and incorporated herein as Attachment B.

The Commission held an evidentiary hearing on June 30, 1999. All parties, with the exception of Public Counsel, were represented at the evidentiary hearing.

### Discussion

The District is a political corporation of the State of Missouri established and existing pursuant to Chapter 247, RSMo, engaged in providing water service to the public in Nodaway County, Missouri. The City is a city of the third class organized under the laws of the State of Missouri, presently engaged in providing water service within the City of Maryville, in Nodaway County, Missouri. Applicants are subject to the Commission's jurisdiction for purposes of this territorial agreement under the provisions of Section 247.172, RSMo.

Applicants jointly applied for approval of a territorial agreement which would convey to the City, portions of the District's service areas which lie adjacent to the city limits. The agreement is designed to allow the City to service areas in which it expects to expand by annexation, and at the same time will allow the District to

focus its resources on expansion into rural areas of Nodaway County. The agreement designates the boundaries of the exclusive water service area of each of the Applicants. The territorial agreement does not require the transfer of any facilities or customers between the Applicants.

Before approving the proposed territorial agreement, the Commission must determine that it is not detrimental to the public interest. The first factor the Commission will consider in deciding the appropriateness of this territorial agreement is the extent to which the agreement eliminates or avoids unnecessary duplication of facilities. The Applicants stated in their application and Staff's witness, Dale Johansen, testified at the hearing that the service areas transferred to the City are most appropriately served by City and the transfer will avoid any future duplication of facilities in the affected areas.

Second, the Commission will consider the ability of each party to the territorial agreement to provide adequate service to the customers in its exclusive service area. The Applicants stated that there will be no exchange of customers as a result of the agreement and the District is not currently serving any customers in the area being transferred. Both Applicants have the ability to make available adequate water supplies in their service areas.

The third area for Commission concern is the effect of approval of the territorial agreement on customers of the Applicants. Mr. Johansen testified that no customers or facilities will be transferred. Mr. Johansen stated that the rural areas of the county will benefit from the payment made to the District for the transferred

area because the District will now have more resources available to expand into rural areas it is not currently serving.

Fourth, the Commission will consider a category of other cost and safety benefits attributed to the proposed territorial agreement. Mr. Johansen testified that the territorial agreement provides for specific safety considerations involving the District's facilities that are located within the city limits with regard to fire flow requirements, fire hydrants, general construction standards, back flow prevention and cross connections.

Mr. Johansen testified that it is Staff's opinion that the agreement is not detrimental to the public interest.

### **Findings of Fact**

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact. The positions and arguments of all of the parties have been considered by the Commission in making this decision. Failure to specifically address a piece of evidence, position or argument of any party does not indicate that the Commission has failed to consider relevant evidence, but indicates rather that the omitted material was not dispositive of this decision.

The Commission finds that approval of the territorial agreement signed by the Applicants in February 1999 would avoid future duplication of facilities. The Commission finds that the Applicants are capable of adequately and safely providing the water service, and maintenance needs of the customers in their service areas as designated in the proposed territorial agreement. The Commission further finds that the overall effect of the proposed territorial

agreement would not be harmful to ratepayers, that the agreement would promote efficiency and safety.

### **Conclusions of Law**

The Missouri Public Service Commission has reached the following conclusions of law.

The Missouri Public Service Commission has jurisdiction over the territorial agreement between the District and the City as specified in Section 247.172, RSMo.

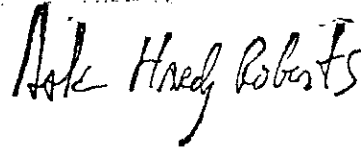
When a public water supply district and a municipality enter into a territorial agreement, the agreement must be approved by the Commission after hearing. Section 247.172, RSMo. The Commission may approve a territorial agreement if the agreement in total is not detrimental to the public interest. Section 247.172, RSMo. Based on the findings of fact it has made, the Commission concludes that the territorial agreement proposed by the District and the City, Case No. WO-99-561, is not detrimental to the public interest and should be approved.

### **IT IS THEREFORE ORDERED:**

1. That the Territorial Agreement attached to this order as Attachment A and signed by Public Water Supply District #1 of Nodaway County, Missouri, on February 15, 1999, and the City of Maryville of Nodaway County, Missouri, on February 22, 1999, is approved.

2. This Report and Order shall become effective on September 12, 1999.

BY THE COMMISSION

A handwritten signature in cursive script that reads "Dale Hardy Roberts".

Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge

( S E A L )

Lumpe, Ch., Murray, Schemenauer,  
and Drainer, CC., concur and  
certify compliance with the  
provisions of Section 536.080,  
RSMo 1994.  
Crumpton, C., absent

Dated at Jefferson City, Missouri,  
on this 2nd day of September, 1999.

**TERRITORIAL AGREEMENT AND CONTRACT  
MODIFICATION AND EXTENSION  
City of Maryville, Missouri – Public Water Supply District No. 1**

This Agreement is made and entered into this \_\_\_\_ day of February, 1999, by and between the City of Maryville, Missouri, a municipal corporation, hereinafter referred to as **City**, and Public Water Supply District No. 1 of Nodaway County, Missouri, a political subdivision of the State of Missouri, organized, incorporated and existing under the provisions of Chapter 247 RSMo., hereinafter referred to as **District**.

WITNESSETH:

WHEREAS, the City currently owns and operates a municipal water works system with the capacity capable of serving the present customers within the boundaries of the City and the estimated additional water users currently served and to be served by the District; and

WHEREAS, the District has installed and operates a water distribution system within its legal boundaries, currently located in Nodaway County, Missouri; and

WHEREAS, the City and the District have previously executed contractual instruments designated to delineate the rights and responsibilities of the respective parties as it relates to the sale of water by the City to the District and the designation of their respective customers; and

WHEREAS, the parties are currently operating under the provisions of the Contract dated December 13, 1977; and

WHEREAS, there were two proposed amendments dated October 23, 1995, and February 26, 1996, which amendment provisions remain ineffective because the amendments were not ratified by the District's bondholder; and

WHEREAS, the parties wish to resolve those issues that have developed between them related to the responsibility and authority of each party to sell, deliver or purchase water within



and outside their respective boundaries, as well as resolving potential conflicts regarding the concurrent geographic location of their respective water service districts; and

WHEREAS, the City is authorized by law to provide water service both within and outside the boundaries of the City; and

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

WHEREAS, an overlap exists and will continue to exist between the boundaries of the City and the boundaries of the District; and

WHEREAS, duplication of equivalent facilities in an area directly served by both City and District would result in the waste of resources and increased consumer cost; and

WHEREAS, City and District desire to avoid wasteful duplication of services and undue cost to their respective customers; and

WHEREAS, the parties wish to specifically delineate the territorial responsibilities of the respective parties so as to forestall future disputes,

NOW, THEREFORE, the City and District for and in consideration of the mutual covenants, agreements, promises and conditions herein contained, agree as follows:

1. *City Water Service Area.* The geographic water service area to be served exclusively by the City shall be limited to within the following:

a. The city limits of the City of Maryville as they currently exist as depicted on Exhibit 1, except for those areas specifically deleted therefrom (Pleasant Ridge Subdivision and Homestead Housing), which are currently served by the Rural Water District although located within the current city limits of the City of Maryville; and

b. Park Territory, Harmony Hills Subdivision Territory, Southeast Territory, City Lagoon Territory and Industrial Territory, each of which is described by meets and bounds description on Exhibit 2, and depicted on the map attached to this Agreement as Exhibit 3, all of which are incorporated herein and made part of this Agreement.

2. *Acquisition price.* For the outright purchase of the right to serve the five (5) areas described as Park Territory, Harmony Hills Subdivision Territory, Southeast Territory, City Lagoon Territory and Industrial Territory, the City shall pay the District the total sum of two hundred eighty thousand dollars (\$280,000.00). That amount shall be paid through a monthly offset which shall commence with the billing statement mailed at least sixty (60) days after the last of the four (4) parties to this document executes the Agreement. Said amount shall be offset by the City granting a credit of one thousand six hundred sixty-six dollars sixty-seven cents (\$1,666.67) against the monthly water statement forwarded to the District for one hundred sixty-seven (167) consecutive months and a credit of one thousand six hundred sixty-six dollars eleven cents (\$1,666.11) in the one hundred sixty-eighth (168th) month.

3. *Purchase of District Water Customers -- Southeast Territory.* The City is granted an irrevocable option to purchase the right to serve the fourteen (14) District customers currently served by the District, who are located in the Southeast Territory. Upon the City exercising this option and paying the District a one (1) time purchase price of six thousand dollars (\$6,000.00), the City shall receive the permanent and exclusive right to serve customers, their heirs, successors and assigns, as well as title to all applicable infrastructure and lines. This exclusive option to purchase may be exercised by the City at any time within five (5) years from the

effective date of this Agreement, at the conclusion of which this option shall lapse if not exercised.

In the event the City elects to exercise its option, the City shall deliver a letter to the office of the District, provide written notice to the District of the City's intent to exercise this option. This notice shall provide that the option shall be consummated approximately ninety (90) days from the date of the delivery of the letter to the District by the City remitting the purchase price to the District and the District concurrently transferring all customers and all infrastructure and lines to the City.

4. *City Water Service.* The City shall have exclusive authority to provide water service to its existing customers and all new customers within the City water service area as described in paragraph 1. Said service shall comply with the requirements of applicable City ordinances and the laws of the State of Missouri.

5. *City Customers Outside City Service Area.* The City shall continue to exclusively provide water service to those customers served by the City as of the date of the execution of this Agreement who are located outside the City water service area.

6. *District Water Service Area.* Pursuant to the provisions of law, the District may serve those areas within the District's authorized boundaries, and may additionally serve any incorporated municipality contingent upon the District's daily water usage not exceeding the maximum water usage authorized under paragraph 10 of this Agreement. However, the District shall not serve those areas described in paragraph 1 nor those customers described in paragraph 5 of this Agreement. Additionally, the District shall not serve the customers delineated in paragraph 3 subsequent to the City of Maryville exercising the option described therein.

So long as the customer abides by the rules and regulations of Public Water Supply District No. 1, the District shall provide water service to its existing customers and all new customers it is authorized to serve within its water service area in accordance with its rules and regulations and the laws of the State of Missouri.

7. *Current District Customers.* Except as otherwise agreed to by the parties in writing, and subject to the City's option as contained in paragraph 3, the District shall, in conformity with applicable law, provide water service to those customers it serves as of the date of the execution of this Agreement, but shall not provide water service to any new customers within the water service area of the City. It is further agreed that throughout the term of this Agreement any customer of the District currently receiving water purchased from the City of Maryville by the District as of February 1, 1999, may hereafter receive only water supplied by the City of Maryville, unless a modification is necessary to effectuate of improvement of customer service because of lack of water pressure or insufficient water volume.

8. *Customer Transfers.* No customer shall be allowed to transfer their right to receive water service from one party to the other without prior written consent of both the District and the City. All customer transfer agreements shall be reduced to writing and approved by the respective governing bodies of both parties prior to the actual transfer.

9. *District and Other Utilities.* Subject to the limitations contained in the other paragraphs of this Agreement, including paragraphs 5, 6 and 7, the District shall have the right to use or process water from any other source and shall have the right to sell water to any other customer. The District shall additionally have the right to re-sell water purchased from the City to any private or public water system to which it is legally entitled to sell water.

10. *Maximum Water Supply.* The District shall not seek or demand in excess of five hundred thousand (500,000) gallons of water per day from the City of Maryville. This maximum allowable daily demand threshold shall increase to one million (1,000,000) gallons of water per day at the time the currently anticipated Maryville Water Treatment Plant improvements are completed and operational. The City may waive this maximum daily threshold as it deems appropriate.

11. *Points of Connection.* Hereafter, the City will consent to all requests by the District for an additional point of connection unless the City can demonstrate that the granting of the requested point of connection will result in at least one of the following:

- a. a significant loss of pressure or volume on any existing main owned by the City; or,
- b. a significant effect on the water quality of any customer of the City; or,
- c. a significant threat to the necessary water reserves of the City of Maryville.

In the event that the City can demonstrate that any of the three (3) foregoing conditions will result from granting the point of connection sought by the District, the City will attempt to negotiate an alternative point of connection which would meet the needs of the District and not result in at least one (1) of the three (3) foregoing conditions.

12. *District Fire Flow Requirements.* In the event the District undertakes the installation, construction, modification or improvement of water lines within the city limits of the City of Maryville, such installation, construction, modification or improvement by the District shall be engineered, installed and maintained to insure that the District provides such water supply, storage and main capacity as is necessary to meet or exceed the water service standards required

by the City of Maryville, including all city codes and applicable federal fire flow standards at the time of such installation, construction, modification or improvement. Fire flow shall be determined by approximate hydraulic modeling in the design stage and by actual fire flow tests by city personnel after mains are placed in service.

This paragraph shall not be interpreted to mean the annexation of an area into the city limits of the City of Maryville automatically triggers a requirement by the District to immediately rebuild existing lines. However, all installation, construction, modification or improvement of lines by the District within an area after that area is annexed into the city limits of the City of Maryville must meet or exceed the water service standards required by the City of Maryville at the time of the installation, construction, modification or improvement, including all city codes and applicable federal regulations related to fire flow standards, piping and line size.

13. *District Fire Hydrants.* Whenever the water service area of the District is required to meet or exceed the water service standards pursuant to the provisions of paragraph 12, the District shall furnish or arrange to be furnished through engineers, developers or customers, such fire hydrants and associated tees and valves at such locations as are necessary to meet or exceed the water service standards then required by the City of Maryville, including all city codes and applicable federal fire flow standards.

14. *District Water System Improvements.* All installation, construction, modification or improvement of the water system within the corporate city limits of the City of Maryville by the District shall meet or exceed the water service standards required by the City of Maryville, at the time of such installation, construction, modification or improvement, including all city codes and applicable federal fire flow standards, piping and line size.

15. *Extension of District Water Mains.* In the event the District seeks to install or extend water mains within the District water service area which is then within the corporate limits of the City of Maryville, such extension of water mains must meet or exceed the water service standards then required by the City of Maryville, including all city codes and applicable fire regulations related to fire flows, flow standards, piping and line size.

16. *Back Flow Preventors.* The District will insure that at all points of connection that back flow preventors are in good operating condition.

17. *Cross-connection.* The District agrees to adopt and enforce such regulations as may be necessary, expedient and in the interest of public health to prevent and to eliminate physical connections between water supplied by the City and water supplied by other water suppliers, and to prevent and eliminate cross-connections between the District lines and any water systems other than that of the City. The District further agrees that if such physical connections or cross-connections are found to exist, the District shall assume the responsibility of eliminating such connections to the satisfaction of the City, and in the event such condition is not eliminated immediately upon demand by the City, the City may take such steps as it deems necessary to prevent such condition from contaminating the City water system, including terminating the flow of water from the City waterlines into the District's lines.

18. *Rate Charged to District.* The current rate for Public Water Supply District No. 1 is three dollars seven cents (\$3.07) per one thousand (1,000) gallons or any fraction thereof. In the event the City determines that it is necessary to implement future adjustments to water rates, the percentage change applied to the District rate shall be equal to the percentage change applied to the rate set forth in Section 705.010.A.3 of the Maryville Municipal Code. Before the City

increases the rates charged to the District, the City will provide notice of the intended increase at least sixty (60) days prior to the proposed effective date thereof.

19. *Easements.* The District shall have the right to occupy and use City public road rights-of-way and City public utility easements in the same manner and under the same conditions as other utilities.

20. *Potential Annexation Notice.* Given the proximity of their respective water service areas, the parties acknowledge that it is likely that development completed outside the city limits of the City of Maryville and within the water service boundaries of the District, will thereafter seek annexation into the corporate city limits of the City of Maryville. The District agrees to place the following paragraph on all applications for water service which are completed by potential customers or developers, which shall be located and printed in a font size sufficient to reasonably expect that the applicant will observe the notice:

**Annexation Contingency Notice**

**You are advised that the City of Maryville has specific regulations related to fire flow, piping, line size and other codes applicable to developments and construction within the city limits of the City of Maryville. The City of Maryville requires compliance with those regulations by any developer or owner prior to granting annexation into the city limits of the City of Maryville, even if the property was originally developed outside of the City of Maryville.**

21. *Release of Information.* The parties acknowledge that certain customers will receive sewer service from the City but receive water service from the District. In order to facilitate billing of the customer by the City, the District agrees to provide the City with the level of water usage on a monthly basis for all requested customers. The City shall identify those customers for whom this information is sought and thereafter the District shall provide the City each designated customer's water usage level on a monthly basis. The District shall continue to provide this



information on a monthly basis until the District is notified by the City that such information is no longer required as to that customer.

22. *Modification to 1977 Contract.* Paragraphs 10, 12, 13, 14, 15, 16 and 19 of the December 13, 1997, Contract are deleted. Parties additionally acknowledge that Ordinance Number 5358 as passed by the City Council on October 23, 1995, is of no effect inasmuch as the same was never approved by General Electric Corporation.

23. *Term of the Agreement.* This Territorial Agreement and Contract Modification and Extension shall be effective for a period of twenty (20) years from the date of the execution of this Agreement by the City. Additionally, the parties do hereby ratify and reaffirm all non-conflicting provisions of the December 13, 1977, Contract that are not contrary to law, and for the further promises, covenants and agreements contained herein, the parties hereby extend the term of the December 13, 1977, Contract so that it will likewise continue in full force and effect for a period of twenty (20) years from the date of the execution of this Agreement by the City. These Agreements may be renewed or extended for such terms or terms thereafter as may be agreed upon by the City and the District, subject to renegotiation by the parties.

24. *Public Service Commission Approval.* The parties acknowledge that neither this Agreement nor the approval of this Agreement by the Missouri Public Service Commission shall effect or diminish the rights of any water supplier not a party to this Agreement to provide water service within the area set forth in this Agreement.

25. *Non-Approval Contingency.* This Agreement shall not be effective until it has been approved by the City Council of the City of Maryville, the Board of Directors of the Public Water Supply District No. 1 of Nodaway County, the Missouri Public Service Commission and the bondholders of Public Water Supply District No. 1.

26. *Modification.* The terms of this Agreement shall not be modified, repealed or changed except by written document executed by the parties approved by the respective governing boards of both parties, approved by the bondholders of the District, and approved by Missouri Public Service Commission.

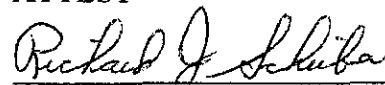
27. *Binding.* This Agreement shall be binding upon the undersigned parties and their successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement with full authorization of their respective entity on the dates set forth below.

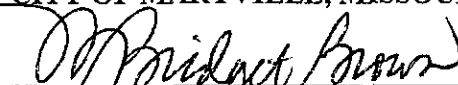
Approved this 15 day of February, 1999. **PUBLIC WATER SUPPLY DISTRICT NO. 1 OF NODAWAY COUNTY, MISSOURI**

  
Willard Dowden, President

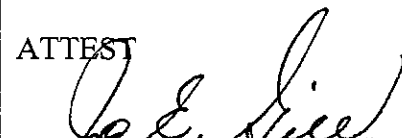
ATTEST

  
Secretary

Approved this 22nd day of February, 1999 **CITY OF MARYVILLE, MISSOURI**

  
M. Bridget Brown, Mayor

ATTEST

  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1999. **GENERAL MOTORS ASSURANCE CORP.,  
Bondholder**

by \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1999. **MISSOURI PUBLIC SERVICE COMMISSION**

by \_\_\_\_\_

\_\_\_\_\_  
(print name and title)

do:city/territ.agr  
02/11/99

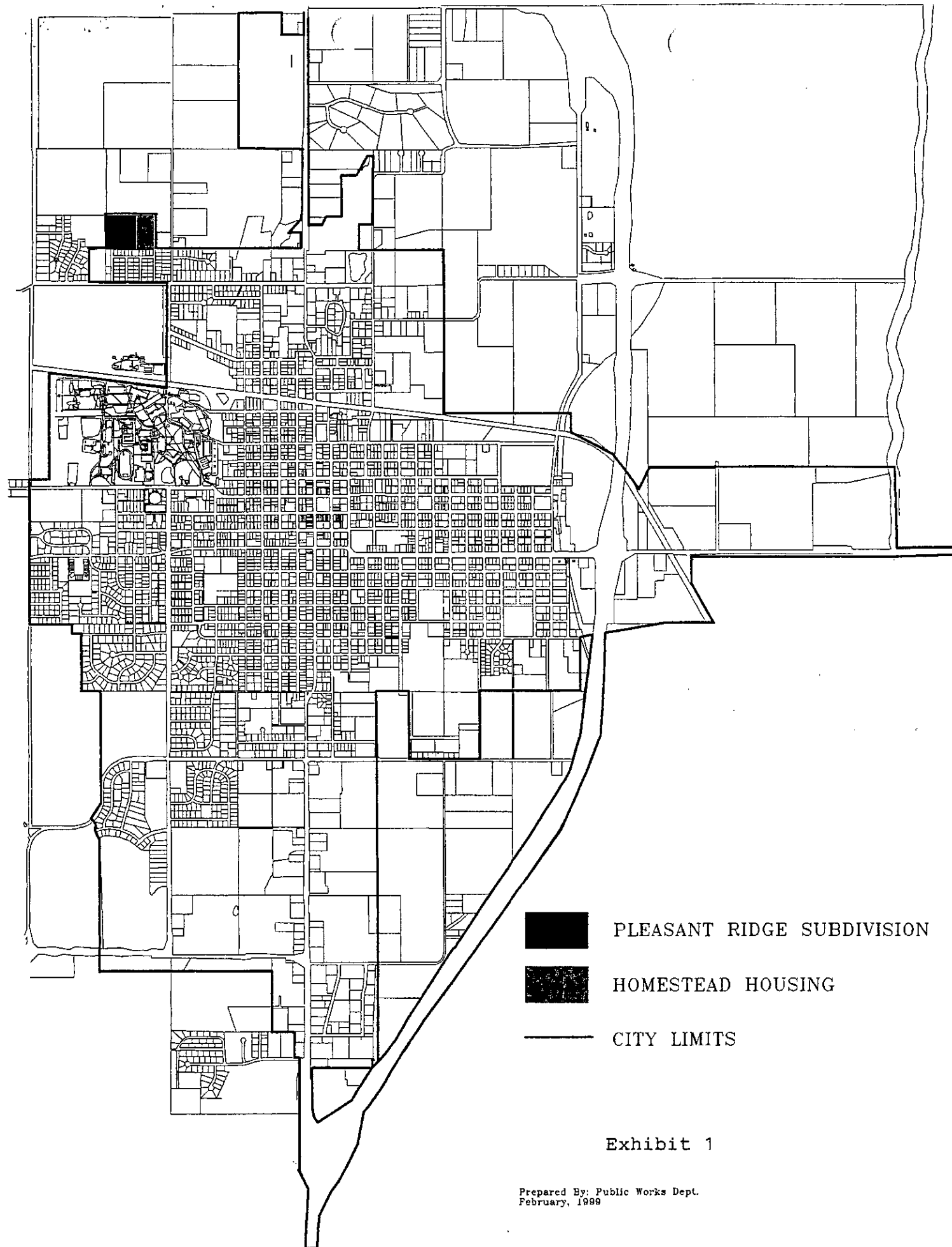


Exhibit 1

Prepared By: Public Works Dept.  
February, 1999

### Park Territory

Commencing at the Northeast Corner Section 13, Township 64 North, Range 36 West, Nodaway County, Missouri; thence along Range Line South 01 degrees 46 minutes 22 seconds West 1599.72 feet to the Point of Beginning, said point being the intersection of said Range Line and the southerly right-of-way of the abandoned Norfolk and Western Railroad right-of-way; thence continuing along Range Line South 01 degrees 46 minutes 22 seconds West 1151.00 feet; thence North 87 degrees 40 minutes 34 seconds West 1545.87 feet; thence North 01 degrees 51 minutes 24 seconds East 1137.12 feet to the southerly right-of-way of said railroad right-of-way; thence along said right-of-way, South 80 degrees 35 minutes 02 seconds East 29.02 feet; thence continuing along said right-of-way southeasterly 548.99 feet by arc distance along a 3324.02 foot radius curve to the left; thence continuing along said right-of-way, North 89 degrees 57 minutes 12 seconds East 968.21 feet to the point of beginning, containing 39.91 acres, more or less.

### Harmony Hill Subdivision Territory

The South Half (S½) of the Southeast One-Fourth (SE¼) of Section Thirty (30), Township Sixty-four (64) North, Range Thirty-five (35) West, Nodaway County, Missouri.

### Southeast Territory

Commencing at the Northwest Corner of the South Half of the Southwest 1/4 of Section 20, Township 64 North, Range 35 West, Nodaway County, Missouri; thence East along the North Line of the South Half of the Southwest 1/4 and the North Line of the South Half of the Southeast 1/4 of said Section 20 to where said line intersects the westerly right-of-way of U.S. Highway 71 Bypass; thence southwesterly along said right-of-way to where the extension of said right-of-way intersects the East Line of Section 31, Township 64, Range 35; thence North along the East Line of Sections Thirty-One (31) and Thirty (30) to the point of beginning.

### City Lagoon Territory

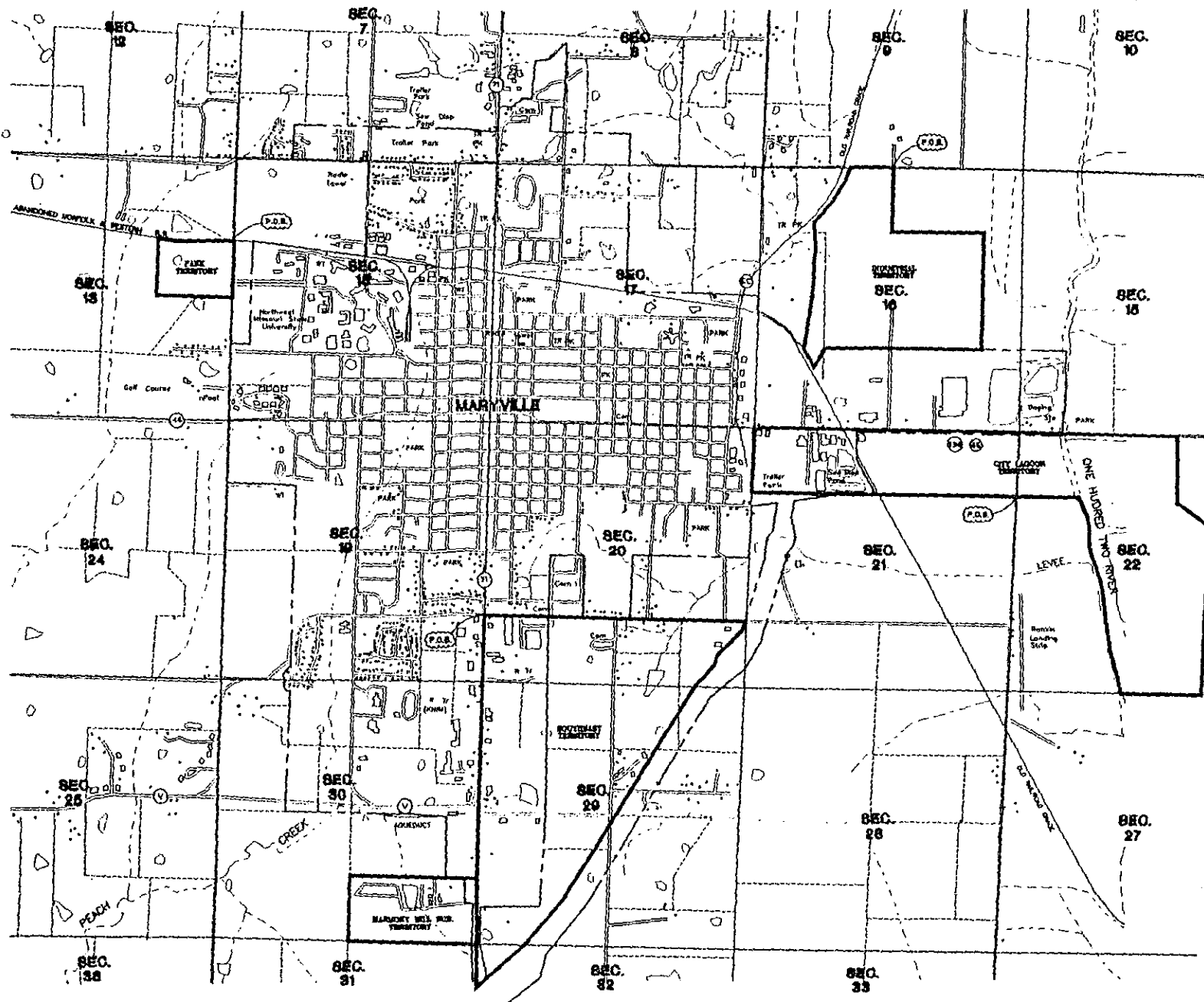
The North Half of the Northwest 1/4 and the North Half of the Northeast 1/4 of Section 21

ALSO

A tract of land described as commencing at the Southwest Corner of the North Half of the Northwest 1/4 of said Section 22; thence East along the South Line of said North Half Northwest 1/4 to where said line intersects the centerline of the 102 River; thence southeasterly along said centerline to the intersection of the South Line of said Section 22; thence East along Section Line to the Southeast Corner of the sewage lagoon site, said point being 1341.8 feet West of the Southeast Corner of said Section 22; thence along the East Line of said lagoon site, North 02 degrees 34 minutes 37 seconds East 3440.62 feet; thence North 53 degrees 57 minutes 15 seconds West 819.3 feet; thence along the East right-of-way of the existing lagoon access road, North 1382.53 feet to the North Line of said Section 22; thence North 88 degrees 19 minutes 34 seconds West 3260.0 feet to the Northwest Corner of Section 22; thence South 02 degrees 20 minutes 56 seconds West 1326.79 feet to the point of beginning.

## Industrial Territory

Commencing at the North Quarter Corner of Section 16, Township 64 North, Range 35 West, Nodaway County, Missouri; thence along Section line South 89 degrees 20 minutes 00 seconds East 50.00 feet; thence South 01 degrees 31 minutes 24 seconds West 1322.91 feet to Quarter Quarter Section line; thence South 89 degrees 19 minutes 05 seconds East 1862.97 feet; thence South 01 degrees 31 minutes 44 seconds West 2319.21 feet; thence North 89 degrees 18 minutes 38 seconds West 1857.87 feet to a point 55.10 feet East of Quarter Section Line; thence North 89 degrees 16 minutes 58 seconds West 55.10 feet to the North/South Quarter Section line of said Section 16; thence North 89 degrees 16 minutes 58 seconds West 1325.89 feet to the North/South Quarter Quarter Section line in the Southwest 1/4 of said Section 16; thence South 27 degrees 38 minutes 59 seconds West 487.56 feet to the easterly right-of-way of the abandoned Norfolk and Western Railroad; thence along said right-of-way North 28 degrees 31 minutes 10 seconds West 428.96 feet to the intersection of the easterly right-of-way of Highway 71 Bypass; thence along said right-of-way North 09 degrees 00 minutes 02 seconds East 96.27 feet to P.T. Station 182+03.0/125 feet left; thence continuing along highway right-of-way northeasterly 927.85 feet by arc distance along a 7439.35 foot radius curve to the left to P.C. Station 172+90.9/125 feet left; thence North 02 degrees 32 minutes 50 seconds East 39.70 feet to the East/West Quarter Section line of said Section 16; thence North 02 degrees 32 minutes 50 seconds East 1.70 feet to Station 172+50/125 feet left; thence North 09 degrees 47 minutes 48 seconds East 251.89 feet to Station 170+00/160 feet left; thence North 01 degrees 47 minutes 23 seconds East 450.20 feet to Station 165+50/160 feet left; thence North 07 degrees 26 minutes 40 seconds East 201.05 feet to Station 163+50/180 feet left; thence North 01 degrees 58 minutes 34 seconds East 200.00 feet to Station 161+50/180 feet left; thence North 07 degrees 13 minutes 41 seconds West 253.18 feet to Station 159+00/140 feet left; thence North 01 degrees 57 minutes 14 seconds East 163.08 feet to where said highway right-of-way intersects the easterly right-of-way of the abandoned Burlington Northern Railroad right-of-way; thence along said right-of-way North 47 degrees 06 minutes 46 seconds East 43.92 feet; thence North 45 degrees 09 minutes 15 seconds East 102.48 feet; thence North 42 degrees 57 minutes 59 seconds East 101.82 feet; thence North 40 degrees 51 minutes 00 seconds East 101.72 feet; thence North 39 degrees 17 minutes 16 seconds East 101.31 feet; thence North 37 degrees 27 minutes 03 seconds East 101.99 feet; thence North 35 degrees 12 minutes 42 seconds East 101.94 feet; thence North 33 degrees 04 minutes 09 seconds East 101.59 feet; thence North 31 degrees 20 minutes 00 seconds East 101.84 feet; thence North 29 degrees 04 minutes 02 seconds East 101.41 feet; thence North 27 degrees 14 minutes 38 seconds East 101.90 feet; thence North 25 degrees 17 minutes 53 seconds East 102.54 feet; thence North 23 degrees 30 minutes 54 seconds East 100.78 feet; thence North 20 degrees 49 minutes 33 seconds East 91.95 feet to where said right-of-way intersects the North line of said Section 16; thence along Section line South 89 degrees 19 minutes 53 seconds East 938.88 feet to the point of beginning, containing 233.7 acres, more or less.



DATE  
10/13/98  
SCALE  
1" = 3000'  
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RURAL WATER AREAS  
SUPPLIED BY CITY OF MARYVILLE  
NODAWAY COUNTY, MISSOURI



CIVIL ENGINEERING - SURVEYING  
501 South Market, Maryville, MO 64468  
4755 Fredericks, St. Joseph, MO 64506  
418 South 16th, Olathe, KS 66062

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

**FILED**  
JUN 1 1999  
Missouri Public  
Service Commission

In the Matter of the Application of Public )  
Supply District #1, Nodaway County, )  
Missouri, and the City of Maryville for the )  
Approval of a Territorial Agreement. )

Case No. WO-99-561

**UNANIMOUS STIPULATION AND AGREEMENT**

COMES NOW the Staff of the Missouri Public Service Commission ("Staff"), the City of Maryville ("City"), the Public Water Supply District of Nodaway County ("District"), and the Office of Public Counsel ("OPC"), by their undersigned counsel, and hereby stipulate and agree as follows:

1. The City and the District filed a joint territorial application with the Missouri Public Service Commission ("Commission") on May 14, 1999.
2. On February 15, 1999, Applicants executed a territorial agreement ("Agreement") pursuant to Section 247.172 RSMo. The Agreement specifically designates the boundaries of the water service areas of the City and the District. The Agreement also sets forth any and all powers granted to the District by the City to operate within the corporate boundaries of the City and any and all powers granted to the City to operate within the boundaries of the District.
3. On June 2, 1999, the Commission issued an order requiring that a procedural schedule be filed on or before June 10, 1999 and that a hearing take place on or before July 30, 1999. It also set a deadline for interventions of June 10, 1999. No requests for intervention were received by the set deadline.
4. The Agreement will enable the Applicants to avoid wasteful duplication of services and undue cost to their customers.



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

6. All parties to this Stipulation agree that the requirements of Section 247.172 RSMo have been met. Further, all parties to this Stipulation agree that the Agreement is in no way detrimental to the public interest.

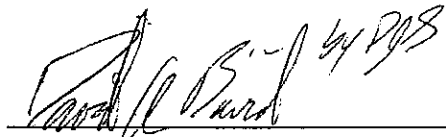
7. This Stipulation and the territorial agreement have resulted from negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation in total, then this Stipulation shall be void and no signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the signatories to take other positions in other proceedings.

8. Staff shall have the right to submit to the Commission a memorandum explaining its rationale for entering into this Stipulation. Each party shall be served with a copy of any memorandum and shall be entitled to submit to the Commission, within five (5) business days of receipt of Staff's memorandum, a responsive memorandum that shall also be served on all parties. All memoranda submitted by the parties shall be considered privileged in the same manner as are settlement discussions under the Commission's rules, shall be maintained on a confidential basis by all parties, and shall not become a part of the record of this proceeding or bind or prejudice the party submitting such memorandum in any future proceeding whether or not the Commission approves this Stipulation. The contents of any memorandum provided by any party are its own and are not acquiesced in or otherwise adopted by the other signatories to the Stipulation, whether or not the Commission approves and adopts this Stipulation.

9. The Staff shall have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other parties and participants with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested.

**WHEREFORE**, the signatories respectfully request the Commission to issue its order approving the terms of this Unanimous Stipulation and Agreement and issue its Order approving the Agreement.

Respectfully submitted,



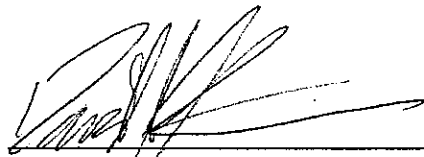
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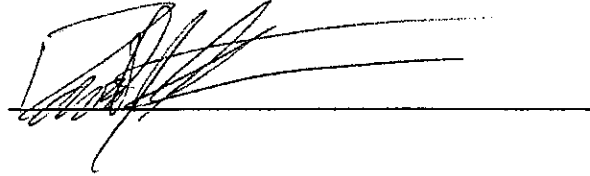


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Attorney for the Office of the Public  
Counsel and the Public

## Certificate of Service

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 11th day of June 1999.

A handwritten signature in dark ink, appearing to read "Roger M. Prokes", is written over a horizontal line.

**Service List for  
Case No. WO-99-561  
June 11, 1999**

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