

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
JEFFERSON CITY  
October 17, 2000**

**CASE NO: WO-2000-849**

**Office of the Public Counsel**  
P.O. Box 7800  
Jefferson City, MO 65102

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

**Charles Brent Stewart**  
Stewart & Keevil, L.L.C.  
1001 Cherry Street, Suite 302  
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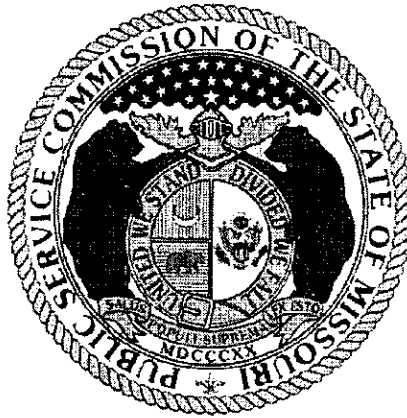
**Enclosed find certified copy of a REPORT and ORDER in the above-numbered case(s).**

Sincerely,



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

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



In the Matter of the Joint Application of the )  
Public Water Supply of District No. 2 of )  
St. Charles County, Missouri, and the City of )  
Wentzville, Missouri, for Approval of a )  
Territorial agreement Concerning Territory )  
Encompassing Part of St. Charles County, )  
Missouri. )

Case No. WO-2000-849

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**REPORT AND ORDER**

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**Issue Date:** October 17, 2000

**Effective Date:** October 27, 2000

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

In the Matter of the Joint Application of the )  
Public Water Supply of District No. 2 of )  
St. Charles County, Missouri, and the City of )  
Wentzville, Missouri, for Approval of a ) Case No. WO-2000-849  
Territorial agreement Concerning Territory )  
Encompassing Part of St. Charles County, )  
Missouri. )

**APPEARANCES**

**Charles Brent Stewart**, Stewart & Keevil, L.L.C., 1001 Cherry Street, Suite 302, Columbia, Missouri 65201, for St. Charles County and the City of Wentzville.

**John B. Coffman**, Deputy Public Counsel, Office of the Public Counsel, Post Office Box 7800, Jefferson City, Missouri 65102, for the Office of the Public Counsel and the public.

**Cliff Snodgrass**, Senior 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:** Keith Thornburg.

**REPORT AND ORDER**

**Procedural History**

On June 26, 2000, Public Water Supply District No. 2 of St. Charles County, Missouri (District), and the City of Wentzville, 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

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

public interest. The proposed territorial agreement is attached to this Report and Order as Attachment A.<sup>2</sup>

The Commission issued an Order and Notice on July 14, 2000, directing parties wishing to intervene in the case to do so by July 27, 2000. No applications to intervene were filed.

On August 24, 2000, 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 will enable the Applicants to avoid wasteful and costly duplication of water utility services within the affected service areas, that the agreement is not detrimental to the public interest and recommending approval of the agreement. A copy of the Stipulation and Agreement is attached to this order and incorporated herein as Attachment B.

The Commission held an evidentiary hearing pursuant to statute on September 7, 2000. All parties were represented at the evidentiary hearing. Section 247.172.4, RSMo 1994.

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<sup>2</sup> Only the agreement is attached. Attachments and later appendices and exhibits are omitted. The attachments to the Territorial Agreement include: 1) Exhibit A, a map showing the water service area of the District; 2) Exhibit B, a map showing the water service area of the City. The Applicants supplemented their application by filing an appendix to the Territorial Agreement providing a metes and bounds description setting forth the proposed boundary line between the two service areas. In addition, an erroneous date of May 1, 2000 appears at page 5 of the Territorial Agreement. This matter was discussed at the hearing on the agreement, and as a result the Applicants filed Exhibit 4 on October 4, 2000, which is a corrected page 5 that changes the date to May 1, 2001. Exhibit 4 contains a notarized signature page for the agreement showing that the agreement was re-executed with a corrected date.

## 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 St. Charles and Warren Counties, Missouri. The City is a municipal corporation presently operating a municipally owned water utility located in St. Charles 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 that would designate the boundaries of the water service areas of each of the Applicants in order to avoid duplication of services in overlapping areas. The territorial agreement also sets out the powers that each applicant grants to the other to operate within their respective boundaries. The territorial agreement does not require the transfer of any 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 designated boundaries avoid 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. Mr. Johansen testified at the hearing that the Applicants have the ability to make available adequate water supplies in their designated 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 existing customers will have their water service provider changed as a result of this territorial agreement. Only future customers will be affected.

Fourth, the Commission will consider a category of other cost or safety benefits attributed to the proposed territorial agreement. Mr. Johansen testified that the agreement would preclude destructive competition between the City and the District to the benefit of their customers.

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 Commission in making this decision has considered the positions and arguments of all of the parties. 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 on February 9, 2000, 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, and that the agreement would promote efficiency.

### **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 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 between Public Water Supply District No. 2 of St. Charles County, Missouri, and the City of Wentzville, Missouri, as supplemented by the parties, is approved.
2. This Report and Order shall become effective on October 27, 2000.

3. That this case may be closed on October 28, 2000.

**BY THE COMMISSION**



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

( S E A L )

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

Dated at Jefferson City, Missouri,  
on this 17th day of October, 2000.

**INTERGOVERNMENTAL TERRITORIAL AGREEMENT**

This Agreement made and entered into this 9 day of February, 2000 by and between Public Water Supply District No. 2 of St. Charles County, Missouri (hereinafter the "District") and the City of Wentzville, Missouri (hereinafter the "City").

Whereas, the District is a political corporation of the State of Missouri located in St. Charles and Warren Counties organized and existing under Sections 247.010 to 247.220 RSMo. for the purpose of providing conveniences in the use of water, ample in quantity for all needful purposes and pure and wholesome in quality, furnished from common sources of supply to many inhabitants of the District now denied such privileges thereby promoting public health and sanitation, and making available conveniences not otherwise possible for the general public welfare; and

Whereas, the City is a political subdivision of the State of Missouri organized and existing under Sections 79.010 to 79.400 RSMo. located in St. Charles County operating municipally owned utilities which purchases water for its inhabitants from the District; and

Whereas, the District's and the City's boundaries are not coequal but do overlap in certain portions of their respective areas; and

Whereas, Section 247.172 RSMo. provides that competition to sell and distribute water, as between and among public water supply districts and municipally owned utilities may be displaced by written territorial agreements upon approval of the Missouri Public Service Commission; and

Whereas, the District and the City desire to enter into this Agreement in order to avoid wasteful duplication of facilities, stranded investment and underutilized system

capacity and to allow orderly development, efficient planning for water system expansion and improvement, effective utilization of existing and future system capacity, efficient service and to minimize disputes which may result in higher costs in serving each party's respective inhabitants.

Now, Therefore, in consideration of the mutual covenants, conditions, obligations, promises, restrictions and agreements herein contained, the District and the City agree as follows:

1. For purposes of this Agreement the following terms shall have the following meaning:

a. City: the City of Wentzville, Missouri.

b. Customer: includes any natural person, firm, association, partnership, business trust, public or private corporation, political subdivision or any agency, board, department or bureau of the State of Missouri or the U.S. Government or any other legal entity which has requested or is receiving water service. Any customer who has requested or is receiving water service at more than one structure shall be a new and different customer at each structure at which water service has been requested.

c. Customer service lines: includes all water service lines from the water main to the customer.

d. District: Public Water Supply District No. 2 of St. Charles County, Missouri

e. Service: shall mean water supply service to a customer.

f. Structure: shall mean an agricultural, residential, commercial, industrial or other building or a mechanical installation, machinery or apparatus. A "structure" shall include an original structure and any contiguous addition to or expansion thereto and a replacement of a previously existing structure.

2. The District shall have the exclusive right to provide service to all existing and future customers located within its service area as shown on Exhibit A

notwithstanding that any portion of said service area may be annexed by the City after the effective date of this Agreement.

3. The City shall have the exclusive right to provide service to all existing and future customers located within its service area shown on Exhibit B.

4. Neither party may furnish, make available, render or extend service to a structure or customer or for use within the territory of the other party either directly, indirectly or through another entity controlled by the party, in whole or in part, excepting sales to each other.

5. The location of a structure or customer for purposes of this Agreement shall be the geographical location at which service is actually used, regardless of the metering point or point of delivery. The first owner of a new structure who requests and receives service at a structure which is located on or crossed by any mutual boundary line described in Paragraphs 2 and 3 dividing the service territories of the parties shall be permitted to choose either party for permanent service. Thereafter that party shall exclusively serve that structure.

6. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the service area of the other.

Such Addendum referred to above shall be filed with the Executive Secretary of the Missouri Public Service Commission in the same manner as a motion or other pleading, with a copy submitted to the Office of Public Counsel.

Each Addendum shall consist of a notarized statement identifying the structure, the party to serve the structure and the justification for the Addendum and indicating that the parties support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served which acknowledges such customer's receipt of notice of the contemplated service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the Party contemplated by the Addendum.

If the Staff of the Public Service Commission or Office of Public Counsel do not submit a pleading objecting to the Addendum within forty-five (45) days of the filing thereof, the Addendum shall be deemed approved by the aforesaid parties. However, if a pleading in opposition to the Addendum is filed by the above listed parties, the Commission shall schedule an evidentiary hearing at the earliest reasonable opportunity to determine whether the Addendum should be approved. Each Addendum shall contain a statement in bold uppercase typeface indicating that the Staff or Office of Public Counsel has forty-five (45) days to oppose the Addendum or else the Addendum shall be deemed approved by the aforesaid parties.

Each party, pursuant to an executed Addendum, shall have the right to provide temporary service until the Commission approves or disapproves the Addendum. No party shall be required to remove any facilities installed pursuant to an Addendum until the effective date of an Order of the Commission or a court regarding the removal of same.

7 This Agreement shall become effective upon approval by the Missouri Public Service Commission pursuant to Section 247.172 RSMo. The term of this Agreement shall be twenty (20) years. Performance of the parties is contingent upon all of the following having occurred no later than May 1, 2000, unless such condition is waived, extended or modified by agreement in writing signed by an officer of each party hereto:

- a: All required approvals of the City's Board of Aldermen or City Council.
- b: All required approvals of the District's Board of Directors.
- c: Approval of the transaction by the Public Service Commission of Missouri.

8. The parties agree to undertake all actions reasonably necessary to implement this Agreement.

9. In the event any controversy or claim by or against either party arises out of this transaction or the subject matter hereof after the effective date of this Agreement, each party shall make available to the other copies of such relevant records as may reasonably be requested pertaining to the controversy or claim.

10. If either party shall default in their performance under this Agreement or in the event of a breach of this Agreement, which default or breach results in the expenditure of attorney's fees to enforce the terms of this Agreement or to recover damages for breach of this Agreement, then the prevailing party shall receive their reasonable and actually incurred attorney's fees and costs in addition to any other damages recovered. In the event of a breach or threatened breach by either party the

other party shall be entitled to seek an injunction restraining the breach or threatened breach in addition to any other remedies available at law or in equity.

11. If the Public Service Commission of Missouri does not approve the provisions of this Agreement, then it shall be nullified and of no legal effect between the parties. Further, if any part of this Agreement is declared invalid or void by a Court or agency of competent jurisdiction, then the whole Agreement shall be deemed invalid and void.

12. Neither the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission.

13. This Agreement shall be binding on the parties and all successors, assigns or affiliates of the City and the District.

14. This Agreement shall in no way affect either party's right to construct such collection, distribution, treatment, storage, pumping, production and transmission facilities within the designated service area of the other as that party deems necessary, appropriate or convenient to provide service to its customers not inconsistent with the terms of this Agreement and as otherwise allowed by law. This Agreement shall in no way affect either party's right to construct, operate, maintain and repair such sanitary sewer collection and sanitary treatment facilities within the designated service area of the other as that party deems necessary, appropriate or convenient to provide sanitary sewer service to its customers as allowed by law.

15. This Agreement shall in no way affect that certain agreement between the parties entitled AGREEMENT FOR CONNECTION OF UTILITIES AND WATER PURCHASE CONTRACT dated September 10<sup>th</sup>, 1980.

16. This Agreement constitutes the entire agreement between the parties relating to the allocation of water service rights in the territory described herein.

IN WITNESS WHEREOF, the parties have executed this agreement this 9 day of February, 2000.

PUBLIC WATER SUPPLY DISTRICT  
NO. 2 OF ST. CHARLES COUNTY,  
MISSOURI

By: Catherine Cobb  
Catherine Cobb, President

ATTEST:

Mike Dougherty  
Mike Dougherty, Clerk

CITY OF WENTZVILLE, MISSOURI

By: Tickie Boedeker  
Mayor

ATTEST:

Viviana Spellman  
City Clerk

STATE OF MISSOURI )  
COUNTY OF St. Charles ) SS:

On this 1st day of March, 2000, before me appeared Catherine Cobb to me personally known, who, being by me duly sworn, did say that she is the President of Public Water Supply District No. 2 of St. Charles County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors; and said Catherine Cobb 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 the County and State aforesaid, the day and year first above written.

Nancy A. Bertrand  
Notary Public

My term expires:

Nancy A. Bertrand  
Notary Public, State of Missouri  
County of St. Charles  
My Commission Expires 05/13/00

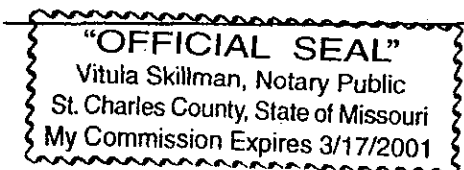
STATE OF MISSOURI )  
COUNTY OF St. Charles ) SS:

On this 10 day of February, 2000, before me appeared Vickie Boedeker to me personally known, who, being by me duly sworn, did say that (s)he is the Mayor of the City of Wentzville, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said Vickie Boedeker acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Vitula Skillman  
Notary Public

My term expires:



BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED<sup>2</sup>

AUG 24 2000

Missouri Public  
Service Commission

In the Matter of the Joint Application of the )  
Public Water Supply District No. 2 of St. )  
Charles County, Missouri and the City of )  
Wentzville, Missouri, for Approval of a )  
Territorial Agreement Concerning Territory )  
Encompassing Part of St. Charles County, )  
Missouri. )

Case No. WO-2000-849

**UNANIMOUS STIPULATION AND AGREEMENT**

COMES NOW the Staff of the Missouri Public Service Commission ("Staff"), Public Water Supply District No. 2 of St. Charles County, Missouri ("District"), the City of Wentzville, Missouri ("City") and the Office of the Public Counsel ("OPC"), by their undersigned counsel, and for their Unanimous Stipulation and Agreement ("Stipulation") stipulate and agree as follows:

1. On February 9, 2000, the District and the City ("Applicants") executed a Water Service Territorial Agreement ("Agreement") pursuant to Section 247.172, RSMo 1994.
2. On June 26, 2000, also pursuant to Section 247.172, RSMo 1994, the Applicants filed a Joint Application with the Missouri Public Service Commission ("Commission") requesting that the Commission approve the Agreement. A copy of the Agreement was attached to the Joint Application as Appendix A. Since the Agreement affects only new customers of the District and the City, it was not necessary for the Applicants to attach a listing of customers affected by the Agreement to the Joint Application. Concurrent with the filing of the Joint Application, the Applicants submitted the required filing fee to the Commission. On July 11, 2000, the Applicants filed Supplemental Appendix B to the Joint Application, which consists of

a legal description of the "water service area boundary line" for the Applicants' service areas that are the subject of the Agreement.

3. On July 14, 2000, the Commission issued its Order and Notice ("Order") directing the Applicants, the Staff and the OPC ("Parties") to file a proposed procedural schedule on or before August 4, 2000. The Commission's Order required that the proposed schedule provide for a hearing to take place on or before September 15, 2000. The Commission's Order also directed that notice of the Joint Application be given to the County Commission of St. Charles County, the members of the General Assembly representing the Applicants' service areas and the newspapers that serve the Applicants' service areas. Lastly, the Commission's Order set an intervention deadline date of July 27, 2000.

4. No requests for intervention in the case were received by the intervention deadline date, nor have any late-filed requests for intervention been received.

5. On August 3, 2000, the Staff, with the consent of the Applicants and the OPC, filed a proposed procedural schedule as directed by the Commission's July 14th Order. The proposed schedule included an anticipated filing date of August 24, 2000 for a Stipulation and Agreement, and a recommended date of September 7, 2000 for the required evidentiary hearing.

6. On August 9, 2000, the Commission issued an Order Scheduling Hearing wherein it scheduled an evidentiary hearing in this case for September 7, 2000, beginning at 1:30 p.m.

7. The Agreement designates the boundaries of the respective water service areas of the District and the City, as set forth in Exhibits A and B attached to the Agreement and as further defined by Supplemental Appendix B to the Joint Application.

8. The Agreement specifies any and all powers granted to the District by the City to operate within the corporate boundaries of the City. The Agreement specifies any and all powers granted to the City to operate within the boundaries of the District.

9. The Agreement will enable the Applicants to avoid wasteful and costly duplication of water utility services within the affected service areas and will displace destructive competition between the Applicants, all to the benefit of the Applicants' respective customers.

10. The Joint Application acknowledges that the Agreement in no way affects or diminishes the rights and duties of any water supplier that is not a party to the Agreement to provide service within the boundaries designated in the Agreement.

11. The Parties agree that the Agreement meets the requirements of Section 247.172, RSMo 1994. The Parties further agree that the Agreement is not detrimental to the public interest and that the Commission should so find.

12. The Parties agree that the testimony to be provided at the evidentiary hearing for this case will be limited to the Staff calling one witness to provide testimony in support of the Joint Application, the Agreement and this Stipulation, unless otherwise requested by the Commission in advance of the hearing. The Applicants will, however, have representatives available at the evidentiary hearing to answer questions from the Commission and/or the presiding officer.

13. This Stipulation has resulted from negotiations among the Parties 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 Parties to take other positions in other proceedings.

14. Inasmuch as there will be an evidentiary hearing in this case, as required by statute, the Staff shall only submit to the Commission a memorandum explaining its rationale for entering into this Stipulation, if the Commission requests such a memorandum in advance of the evidentiary hearing for this case. Each party to the case shall be served with a copy of any such memorandum and shall be entitled to submit to the Commission, within five business days of receipt of Staff's memorandum, a responsive memorandum that shall also be served on all parties. All memoranda submitted to the Commission under the terms of this paragraph shall be considered privileged in the same manner as are settlement discussions under the Commission's rules and shall thus be maintained on a confidential basis by all parties. Such memoranda 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 and adopts this Stipulation. The contents of any memorandum submitted to the Commission under the terms of this paragraph by any party are its own and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation, whether or not the Commission approves and adopts this Stipulation.

15. The Staff shall also 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 with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from the Staff. The Staff's oral

explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

16. As noted in Paragraph 12 above, the Staff will provide its testimony in support of the Joint Application, the Agreement and this Stipulation at the evidentiary hearing scheduled for September 7, 2000.

**WHEREFORE**, the Parties respectfully request that the Commission issue its Order approving the Joint Application, the Agreement and this Stipulation.

Respectfully Submitted,

Charles Brent Stewart MO Bar No. 34885  
Stewart & Keevil, L.L.C.  
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573-499-0638 (facsimile)  
[Stewart499@aol.com](mailto:Stewart499@aol.com)

Attorney for the Joint Applicants

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Jefferson City, MO 65102  
573-751-39966 (telephone)  
573-751-9285 (facsimile)

Attorney for the Staff of the  
Missouri Public Service Commission

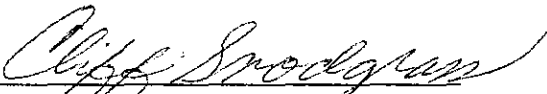


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573-751-1304 (telephone)  
573-751-5562 (facsimile)

Attorney for the Office of the Public Counsel

**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 24th day of August 2000.

  
Cliff Snodgrass

1/Sec'y: Thereseburg Pope

Date Circulated 10-10

CASE NO. 00-2030-849

[Signature]  
Lampy, Chair

[Signature]  
Draimer, Vice Chair

[Signature]  
Murray, Commissioner

[Signature]  
Schemenauer, Commissioner

[Signature]  
Simmons, Commissioner

Agenda Date 10-17

Action taken: 5-OAS

Must Vote Not Later Than \_\_\_\_\_

**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 17<sup>th</sup> day of Oct. 2000.

Dale Hardy Roberts

Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge

