

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

The Staff of the Missouri Public Service Commission,)		
)		
)		
Complainant,)		
)		
v.)	Case Nos.	WC-2007-0452
)		WC-2008-0030
Suburban Water and Sewer Co. and)		
Gordon Burnam,)		
)		
Respondents.)		

**OFFICE OF THE PUBLIC COUNSEL’S OBJECTION
AND MOTION TO STRIKE**

COMES NOW the Office of the Public Counsel (Public Counsel) and for its Objection and Motion to Strike states as follows:

1. On August 30, 2007, Suburban Water and Sewer Company (Suburban) by and through its counsel filed a Motion for Nonunanimous Stipulation and Agreement and Motion for Expedited Treatment along with an attachment entitled Stipulation and Agreement in both Case No. WC-2007-0452 and WC-2008-0030. Suburban’s motion and the attached Stipulation and Agreement were signed and filed solely by the attorneys for Suburban.

2. Suburban, in its motion states “This motion and all attachments constitute a settlement offer.” Suburban’s motion also states “Respondent hereby proposes the stipulation and agreement attached as Exhibit A hereto, and incorporated by reference herein, which has not been approved by the OPC, the Staff, or the Commission, but which it believes will effect a fair and full settlement and resolution of the Cases.”

3. Suburban is attempting to cloak a unilateral attempt to open settlement negotiations directly with the Commission in the guise of a non-unanimous stipulation and agreement. There is no agreement. Suburban's unilateral action can be clearly seen by the fact that the documents were signed and filed by Suburban alone. The only parties to these cases are Suburban, Public Counsel and the Staff of the Missouri Public Service Commission (Staff). Suburban states that neither Public Counsel nor the Staff has approved the stipulation and agreement. Therefore, Public Counsel objects to the above stated documents as an inappropriate unilateral attempt to communicate ex parte with the Commission as well as to bypass the other parties in these cases and open settlement negotiations directly with the Commission.

4. Portions of Suburban's attached document have been used by the parties in an attempt to settle these cases. This confidential settlement negotiation information was not intended to be revealed to the Commission or to the public. As a party to these cases and as a participant in confidential settlement negotiations with Suburban, Public Counsel must assent to the disclosure of any information relating to confidential settlement negotiations. Public Counsel has given no assent to the filing of any confidential settlement negotiation documents. Therefore, Public Counsel objects to the above stated documents as an inappropriate ex parte communication to the Commission regarding confidential settlement negotiations.

5. This is not a negotiated settlement as claimed by Suburban. Public Counsel has not agreed to, nor does it intend to agree to, Suburban's attached stipulation and agreement. Suburban incorrectly states that "The provisions of this Agreement have resulted from negotiations among the Parties..." Suburban also incorrectly states that

“This Agreement contains the entire agreement of the Parties concerning the Complaint.”

Suburban unilaterally filed these documents without agreement from Public Counsel or Staff. Therefore, Public Counsel objects to the above stated documents as an inappropriate communication to the Commission in that they do not reflect a negotiated settlement between the parties.

6. On August 28, 2007, the Missouri Public Service Commission (Commission) issued its Report and Order in Case No. WC-2007-0452. The effective date of that Report and Order is September 7, 2007. Suburban’s actions are an inappropriate attempt to revisit the Commission’s decision in Case No. WC-2007-0452 as set out in the Report and Order. Once a Report and Order has been issued by the Commission, a party has the opportunity to file a motion for rehearing. Suburban has not filed a motion for rehearing but has instead inappropriately communicated ex parte with the Commission regarding its wish to proffer a settlement offer to the Commission. Therefore, Public Counsel objects to the above stated documents as an inappropriate ex parte communication to the Commission for purposes of revisiting the Commission’s Report and Order without filing a motion for rehearing.

WHEREFORE, Public Counsel respectfully objects to Suburban’s Motion for Nonunanimous Stipulation and Agreement and the attached Stipulation and Agreement, and requests that the Commission strike the above named documents as inappropriate communications with the Commission containing confidential settlement negotiation information between the parties.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL

/s/ Christina L. Baker

By: _____

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, emailed or hand-delivered to the following this 31st day of August 2007:

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