



Missouri Public Service Commission

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August 24, 2000

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Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED²

AUG 24 2000

Missouri Public
Service Commission

RE: Case No. WO-2000-849

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of a **UNANIMOUS STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Cliff E. Snodgrass
Senior Counsel
(573) 751-3966
(573) 751-9285 (Fax)

CES:sw
Enclosure
cc: Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

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

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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 (By) *Cliff Snodgrass*

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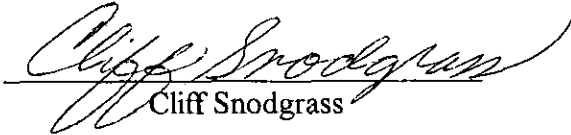
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Attorney for the Office of the Public Counsel

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

**Service List for
Case No. WO-2000-849
August 24, 2000**

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