

APPENDIX A

CASE No. SR-2015-0106

STAFF/COMPANY DISPOSITION AGREEMENT WITH ATTACHMENTS AND STAFF AFFIDAVITS

Table of Contents

Company/Staff Disposition Agreement

Agreement Attachment A:	Ratemaking Income Statement
Agreement Attachment B:	EMS Run
Agreement Attachment C:	Rate Base Worksheet
Agreement Attachment D:	Schedule of Depreciation Rates
Agreement Attachment E:	Example Tariff Sheets
Agreement Attachment F:	Billing Comparison Worksheet
Agreement Attachment G:	Water & Sewer Unit Memorandum
Agreement Attachment H:	Auditing Unit Recommendation Memorandum
Agreement Attachment I:	EMSU Report
Agreement Attachment J:	Summary of Case Events

Staff Participant Affidavits

Note: To browse through this document by item, click on the "Bookmark" tab at the top of the menu bar to the left of the screen and then click on the item that you want to see.

Company/Staff Disposition Agreement

**COMPANY/STAFF AGREEMENT REGARDING DISPOSITION
OF SMALL SEWER COMPANY REVENUE INCREASE REQUEST**

SEGES PARTNERS MOBILE HOME PARK, LLC

MO PSC FILE NO. SR-2015-0106

BACKGROUND

Seges Partners Mobile Home Park, LLC ("Company") initiated the small company revenue increase request ("Request") for sewer service, which is the subject of the above-referenced Missouri Public Service Commission ("Commission") File Number, by submitting a letter to the Secretary of the Commission in accordance with the provisions of Commission Rule 4 CSR 240-3.050, Small Utility Rate Case Procedure ("Small Company Procedure"). In its request letter, received by the Commission on October 27, 2015, the Company set forth its request for an increase of \$3,834 in its total annual sewer service operating revenues. The Company also acknowledged that the design of its customer rates, service charges, customer service practices, general business practices and general tariff provisions would be reviewed during the Commission Staff's ("Staff") review of the revenue increase request, and could thus be the subject of Staff recommendations. The Company provides service to approximately 58 residential customers, located in Callaway County, Missouri.

Pursuant to the provisions of the Small Company Procedure and related internal operating procedures, Staff initiated an audit of the Company's books and records, a review of the Company's customer service and general business practices, a review of the Company's existing tariff, an inspection of the Company's facilities and a review of the Company's operation of its facilities. (These activities are collectively referred to hereinafter as "Staff's investigation of the Company's Request" or "Staff's investigation.")

Upon completion of Staff's investigation of the Company's Request, Staff provided the Company and the Office of the Public Counsel ("Public Counsel") with information regarding Staff's investigation and the results of the investigation, including Staff's initial recommendations for the resolution of the Company's Request.

RESOLUTION OF THE COMPANY'S RATE INCREASE REQUEST

Pursuant to negotiations held subsequent to the Company's and Public Counsel's receipt of the above-referenced information regarding Staff's investigation of the Company's Request, Staff and the Company hereby state the following agreements:

- (1) The agreed upon revenue requirement increase of \$2,178 (6.60% increase) added to the level of previous revenues of \$33,186 results in overall revenues of \$35,364. This revenue requirement is just and reasonable and designed to recover the Company's cost of service. These amounts are shown on the ratemaking income statement found in Attachment A, incorporated by reference herein;
- (2) The Auditing Unit conducted a full and complete audit of the Company's books and records using the 12-month period ended June 30, 2014, updated to October 31, 2014, as the basis for the revenue requirement determined above. The audit findings can be found in Attachment B, incorporated by reference herein;
- (3) The agreed upon net rate base is \$500. The development of this amount is shown on the rate base worksheet that is found in Attachment C, incorporated by reference herein. This amount is included in the audit work papers in the ultimate determination of the revenue requirement shown in (1) above;
- (4) The schedule of depreciation rates in Attachment D, incorporated by reference herein, includes the depreciation rates used by Staff in its revenue requirement analysis and shall be the prescribed schedule of sewer plant depreciation rates for the Company;
- (5) To allow the Company the opportunity to collect the revenue requirement agreed to in (1) above, the rates as shown on Attachment E, incorporated by reference herein, are just and reasonable rates that the Company will be allowed to charge its customers. The impact of these rates will be as shown on Attachment F, also attached and incorporated by reference herein;
- (6) For the purposes of implementing the agreements set out in this disposition agreement, the Company will file with the Commission proposed tariff revisions containing the rates, charges, and language set out in the example tariff sheet(s) attached as Attachment E. The proposed tariff revisions will bear an effective date of May 15, 2015;
- (7) The current PSC MO Number 1 tariff will be cancelled and replaced by PSC MO Number 2, which is included in the example tariff described above;
- (8) Within ninety (90) days of the effective date of an order approving this Company/Staff Disposition Agreement, the Company shall implement the recommendation contained in the Auditing Unit Report, attached hereto as Attachment H and incorporated by reference herein, and provide proof of

implementing the recommendations to the Manager of the Commission’s Auditing Unit:

- (a) The Company will use the Uniform System of Accounts (USOA) guidelines and record entries to the general ledger in accordance; and
- (b) The Company will develop Continuing Property Records (CPRs) for its Plant in Service and Contribution in aid of Construction (CIAC) records as the Company acquires new plant assets;
- (9) The Company shall review the Engineering & Management Services Unit (“EMSU”) Report, attached hereto as Attachment I and incorporated by reference herein,
- (10) The Company shall review the Water & Sewer Unit Memorandum, attached hereto as Attachment G and incorporated by reference herein,
- (11) The Company shall mail its customers a final written notice of the rates and charges included in its proposed tariff revisions prior to or with its next billing cycle after issuance of the Commission order approving the terms of this Company/Staff Disposition Agreement. The notice shall include a summary of the impact of the proposed rates on an average residential customer's bill. When the Company mails the notice to its customers, it shall also send a copy to Staff Case Coordinator who will file a copy in this case;
- (12) Staff or Public Counsel may conduct follow-up reviews of the Company's operations to ensure that the Company has complied with the provisions of this Company/Staff Disposition Agreement;
- (13) Staff or Public Counsel may file a formal complaint against the Company if the Company does not comply with the provisions of this Company/Staff Disposition Agreement;
- (14) The Company, Staff and Public Counsel agree that they have read the foregoing Company/Staff Disposition Agreement, that facts stated therein are true and accurate to the best of the Company’s knowledge and belief, that the foregoing conditions accurately reflect the agreement reached between the Company and Staff; and that the Company freely and voluntarily enters into this Disposition Agreement; and
- (15) The above agreements satisfactorily resolve all issues identified by Staff, Public Counsel and the Company regarding the Company's Request, except as otherwise specifically stated herein.

ADDITIONAL MATTERS

Other than the specific conditions agreed upon and expressly set out herein, the terms of this Company/Staff Disposition Agreement reflect compromises between Staff and the Company. In

arriving at the amount of the annual operating revenue increase specified herein, neither party has agreed to any particular ratemaking principle.

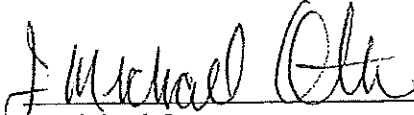
Staff has completed a Summary of Case Events and has included that summary as Attachment J to this Company/Staff Disposition Agreement.

The Company acknowledges that Staff will be filing this Company/Staff Disposition Agreement and the attachments hereto. The Company also acknowledges that Staff may make other filings in this case.

Additionally, the Company agrees that subject to the rules governing practice before the Commission, Staff shall have the right to provide whatever oral explanation the Commission may request regarding this Company/Staff Disposition Agreement at any agenda meeting at which this case is noticed to be considered by the Commission. Subject to the rules governing practice before the Commission, Staff will be available to answer Commission questions regarding this Company/Staff Disposition Agreement. To the extent reasonably practicable, Staff shall provide the Company with advance notice of any such agenda meeting so that they may have the opportunity to be present and/or represented at the meeting.

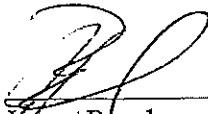
SIGNATURES

Agreement Signed and Dated:



J. Michael Otten
Manager
Seges Partners Mobile Home Park, LLC

3-26-15
Date



James Busch
Manager
Water & Sewer Unit
Missouri Public Service Commission Staff

3/26/15
Date

List of Attachments

- Attachment A – Ratemaking Income Statement
- Attachment B – EMS Run
- Attachment C – Rate Base Worksheet
- Attachment D – Schedule of Depreciation Rates
- Attachment E – Example Tariff Sheets
- Attachment F – Billing Comparison Worksheet
- Attachment G – Water & Sewer Unit Memorandum
- Attachment H – Auditing Unit Recommendation Memorandum
- Attachment I – EMSU Report
- Attachment J – Summary of Events

Agreement Attachment A
Ratemaking Income Statement

SEGES PATNERS MOBILE HOME PARK, LLC

Rate Making Income Statement-Sewer

Operating Revenues at Current Rates

1	Tariffed Rate Revenues *	\$	32,445
2	Other Operating Revenues *	\$	550
3	Total Operating Revenues	\$	32,995
4	* See "Revenues - Current Rates" for Details		

Cost of Service

Item	Amount
1 Operators Salary	\$ 688
2 Purchased Sewer Treatment	\$ 27,539
3 System Repairs and Maintenance	\$ 250
4 Outside Services Employed	\$ 188
5 Postage Expense	\$ 85
6 Administration & General - Salaries	\$ 2,783
7 Telephone & Internet Expense	\$ 75
8 Management Fee	\$ 1,632
9 Vehicle Insurance	\$ 133
10 Property & Liability Insurance	\$ 392
11 Rate Case Expense	\$ 335
12 Regulatory Commission Expense	\$ 292
13 Miscellaneous General Expenses	\$ -
14 Sub-Total Operating Expenses	\$ 34,392
15 Property Taxes	\$ -
16 MO Franchise Taxes	\$ -
17 Employer FICA Taxes	\$ 281
18 Federal Unemployment Taxes	\$ -
19 State Unemployment Taxes	\$ -
20 State & Federal Income Taxes	\$ -
21 Sub-Total Taxes	\$ 281
22 Depreciation Expense	\$ 500
23 Interest Expense	\$ -
24 Amortization of Utility Plant	\$ -
25 Sub-Total Depreciation/Interest/Amortization	\$ 500
26 Return on Rate Base	\$ -
27 Total Cost of Service	\$ 35,173
28 Overall Revenue Increase Needed	\$ 2,178

Agreement Attachment B

EMS Run

Exhibit No.:
Issue: Accounting Schedules
Witness: MO PSC Auditors
Sponsoring Party: MO PSC Staff
Case No: SR-2015-0106
Date Prepared: January 15, 2015



MISSOURI PUBLIC SERVICE COMMISSION

REGULATORY REVIEW

UTILITY SERVICES

STAFF ACCOUNTING SCHEDULES

SEGES PARTNERS MOBILE HOME PARK

CASE NO. SR-2015-0106

Jefferson City, Missouri

January 2015

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Rate Design Schedule - Sewer

Line Number	A Description	B Account Number (Optional)	C Staff Annualized	D Customer Charge	E Commodity	F Percentage Rate
Rev-1	ANNUALIZED REVENUES					
Rev-2	Annualized Rate Revenues		(1) \$32,445			
Rev-3	Miscellaneous Revenues		(1) \$550			
Rev-4	TOTAL ANNUALIZED REVENUES		<u>\$32,995</u>			
1	OPERATIONS EXPENSES		(2)			
2	Operator/Supervisors Salary		\$688	\$0	\$688	0.00%
3	Electricity - Pumping Treatment		\$0	\$0	\$0	0.00%
4	Purchased Sewer Treatment		\$27,539	\$0	\$27,539	0.00%
5	TOTAL OPERATIONS EXPENSE		<u>\$28,227</u>	\$0	\$28,227	
6	MAINTENANCE EXPENSES					
7	Outside Services Employed		\$188	\$0	\$188	0.00%
8	System Repairs and Maintenance		\$250	\$0	\$250	0.00%
9	Supplies Expense		\$0	\$0	\$0	0.00%
10	TOTAL MAINTENANCE EXPENSE		<u>\$438</u>	\$0	\$438	
11	CUSTOMER ACCOUNT EXPENSE					
12	Accounting Fees		\$0	\$0	\$0	0.00%
13	Billing & Collections		\$0	\$0	\$0	0.00%
14	Office Supplies		\$0	\$0	\$0	0.00%
15	Postage Expense		\$85	\$0	\$85	0.00%
16	Uncollectible Accounts		\$0	\$0	\$0	0.00%
17	TOTAL CUSTOMER ACCOUNT EXPENSE		<u>\$85</u>	\$0	\$85	
18	ADMINISTRATIVE & GENERAL EXPENSES					
19	Administration & General Salaries		\$2,783	\$0	\$2,783	0.00%
20	Telephone & Pagers		\$75	\$0	\$75	0.00%
21	Management Fee		\$1,632	\$0	\$1,632	0.00%
22	Vehicle Insurance		\$133	\$0	\$133	0.00%
23	Property & General Liability Insurance		\$392	\$0	\$392	0.00%
24	Rate Case Expense		\$335	\$0	\$335	0.00%
25	Rent		\$0	\$0	\$0	0.00%
26	Other Misc. Expenses		\$0	\$0	\$0	0.00%
27	TOTAL ADMINISTRATIVE AND GENERAL		<u>\$5,350</u>	\$0	\$5,350	
28	OTHER OPERATING EXPENSES					
29	MO DNR Fees		\$0	\$0	\$0	0.00%
30	PSC Assessment		\$292	\$0	\$292	0.00%
31	Corporate Registration		\$0	\$0	\$0	0.00%
32	Amortization Expense		\$0	\$0	\$0	0.00%
33	Depreciation		\$500	\$0	\$500	0.00%
34	TOTAL OTHER OPERATING EXPENSES		<u>\$792</u>	\$0	\$792	
35	TAXES OTHER THAN INCOME					
36	Real & Personal Property Taxes		\$0	\$0	\$0	0.00%
37	Payroll Taxes		\$281	\$0	\$281	0.00%
38	TOTAL TAXES OTHER THAN INCOME		<u>\$281</u>	\$0	\$281	
39	TOTAL OPERATING EXPENSES		<u>\$35,173</u>	\$0	\$35,173	
40	Interest Expense		(3) \$0	\$0	\$0	0.00%
41	Return on Equity		(3) \$0	\$0	\$0	0.00%
42	Income Taxes		(3) \$0	\$0	\$0	0.00%
43	TOTAL INTEREST RETURN & TAXES		<u>\$0</u>	\$0	\$0	
44	TOTAL COST OF SERVICE		<u>\$35,173</u>	\$0	\$35,173	

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Rate Design Schedule - Sewer

Line Number	A Description	B Account Number (Optional)	C Staff Annualized	D Customer Charge	E Commodity	F Percentage Rate
45	Less: Miscellaneous Revenues		\$550	\$0	\$550	0.00%
46	COST TO RECOVER IN RATES		\$34,623	\$0	\$34,623	
47	INCREMENTAL INCREASE IN RATE REVENUES		<u>\$2,178</u>			
48	PERCENTAGE OF INCREASE		<u>6.60%</u>			
49	REQUESTED INCREASE IN REVENUES		\$0			

- (1) From Revenue Schedule
- (2) From Expense Schedule
- (3) From PreTax Rate of Return Schedule, Rate Base & Return Schedule

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Rate Base Required Return on Investment Schedule - Sewer

Line Number	A Rate Base Description	B Dollar Amount
1	Plant In Service	\$34,225 From Plant Schedule
2	Less Accumulated Depreciation Reserve	<u>\$33,725</u> From Depreciation Reserve Schedule
3	Net Plant In Service	\$500
4	Other Rate Base Items:	\$0
	Contribution in Aid of Construction Amortization (positive or zero)	\$0
	Test Line	\$0
	Contribution in Aid of Construction (negative or zero)	\$0
5	Total Rate Base	<u>\$500</u>
6	Total Weighted Rate of Return Including Income Tax	<u>0.00%</u> From PreTax Return & Taxes Schedule
7	Required Return & Income Tax	<u><u>\$0</u></u>

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Rate of Return Including Income Tax - Sewer

		A	B	formulas
1	State Income Tax Rate Statutory / Effective	6.25% (2)	6.25%	$(1 - (B2 \times .5)) \times A1$
2	Federal Income Tax Rate Statutory / Effective	0.00% (1) & (2)	0.00%	$(1 - B1) \times A2$
3	Composite Effective Income Tax Rate		6.25%	$B1 + B2$
4	Equity Tax Factor		1.0667	$1 / (1 - B3)$
5	Recommended Weighted Rate of Return on Equity - Common and Preferred		0.00%	From Capital Structure Schedule
6	Weighted Rate of Return on Equity Including Income Tax		0.00%	$B4 \times B5$
7	Recommended Weighted Rate of Return on Debt - Long-Term and Short-Term		0.00%	From Capital Structure Schedule
8	Total Weighted Rate of Return Including Income Tax		0.00%	$B6 + B7$

To Rate Base Schedule

(1) If Sub-Chapter S Corporation, Enter Y: N

Equity Income Required \$0
 & Preliminary Federal Tax

Tax Rate Table

Net Income Range				
Start	End	Tax Rate	Amount in Range	Tax on Range
\$0	\$50,000	15.00%	\$0	\$0
\$50,001	\$75,000	25.00%	\$0	\$0
\$75,001	\$100,000	34.00%	\$0	\$0
\$100,001	\$335,000	39.00%	\$0	\$0
\$335,001	\$9,999,999,999	34.00%	\$0	\$0
			\$0	\$0
			Consolidated Tax Rate:	
			Average Tax Rate:	0

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Capital Structure Schedule - Sewer

A	B	C	D	E	
Line Number	Description	Dollar Amount	Percentage of Total Capital Structure	Embedded Cost of Capital	Weighted Cost of Capital
1	Common Stock	\$0	0.00%	0.00%	0.000%
2	Other Security-Non Tax Deductible	\$0	0.00%	0.00%	0.000%
3	Preferred Stock	\$0	0.00%	0.00%	0.000%
4	Long Term Debt	\$0	0.00%	0.00%	0.000%
5	Short Term Debt	\$0	0.00%	0.00%	0.000%
6	Other Security-Tax Deductible	\$0	0.00%	0.00%	0.000%
7	TOTAL CAPITALIZATION	\$0	0.00%		0.000%

To PreTax Return Rate Schedule

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Plant In Service - Sewer

Line Number	A Account # (Optional)	B Plant Account Description	C Total Plant	D Adjustment Number	E Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
1		INTANGIBLE PLANT					
2	301.000	Organization	\$2,500			100.00%	\$2,500
3	302.000	Franchises	\$0			100.00%	\$0
4	303.000	Miscellaneous Intangible Plant	\$0			100.00%	\$0
5		TOTAL INTANGIBLE PLANT	\$2,500		\$0		\$2,500
6		SOURCE OF SUPPLY PLANT					
7	310.000	Land & Land Rights	\$0			100.00%	\$0
8	311.000	Structures & Improvements	\$0			100.00%	\$0
9		TOTAL SOURCE OF SUPPLY PLANT	\$0		\$0		\$0
10		COLLECTION PLANT					
11	352.100	Collection Sewers - Force	\$31,725			100.00%	\$31,725
12	352.200	Collection Sewers - Gravity	\$0			100.00%	\$0
13	353.000	Other Collection Plant Facilities	\$0			100.00%	\$0
14	354.000	Services to Customers	\$0			100.00%	\$0
15	355.000	Flow Measuring Devices	\$0			100.00%	\$0
16		TOTAL COLLECTION PLANT	\$31,725		\$0		\$31,725
17		PUMPING PLANT					
18	362.000	Receiving Wells and Pump Pits	\$0			100.00%	\$0
19	363.000	Pumping Equipment (Elec., Diesel, other)	\$0			100.00%	\$0
20		TOTAL PUMPING PLANT	\$0		\$0		\$0
21		TREATMENT & DISPOSAL PLANT					
22	372.000	Oxidation Lagoon	\$0			100.00%	\$0
23	373.000	Treatment and Disposal Equipment	\$0			100.00%	\$0
24	374.000	Plant Sewers	\$0			100.00%	\$0
25	375.000	Outfall Sewer Lines	\$0			100.00%	\$0
26	376.000	Other Treatment & Disposal Plant Equip.	\$0			100.00%	\$0
27		TOTAL TREATMENT & DISPOSAL PLANT	\$0		\$0		\$0
28		GENERAL PLANT					
29	391.000	Office Furniture & Equipment	\$0			100.00%	\$0
30		Office Computer Equipment	\$0			100.00%	\$0
31	392.000	Transportation Equipment	\$0			100.00%	\$0
32	393.000	Other General Equipment, includes stores, tools shop & garage, lab, power operated, communication, and other tangible equipment.	\$0			100.00%	\$0
33		TOTAL GENERAL PLANT	\$0		\$0		\$0
34		TOTAL PLANT IN SERVICE	\$34,225		\$0		\$34,225

To Rate Base & Depreciation Schedules

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Schedule of Adjustments for Plant in Service - Sewer

A	B	C	D	E
Plant Adjustment Number	Plant In Service Adjustment Description	Account Number	Adjustment Amount	Total Adjustment
Total Plant Adjustments				\$0

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Depreciation Expense - Sewer

Line Number	A Account Number	B Plant Account Description	C Adjusted Jurisdictional	D Depreciation Rate	E Depreciation Expense	F Average Life	G Net Salvage
1		INTANGIBLE PLANT					
2	301.000	Organization	\$2,500	20.00%	\$500	0	0.00%
3	302.000	Franchises	\$0	0.00%	\$0	0	0.00%
4	303.000	Miscellaneous Intangible Plant	\$0	0.00%	\$0	0	0.00%
5		TOTAL INTANGIBLE PLANT	\$2,500		\$500		
6		SOURCE OF SUPPLY PLANT					
7	310.000	Land & Land Rights	\$0	0.00%	\$0	0	0.00%
8	311.000	Structures & Improvements	\$0	0.00%	\$0	0	0.00%
9		TOTAL SOURCE OF SUPPLY PLANT	\$0		\$0		
10		COLLECTION PLANT					
11	352.100	Collection Sewers - Force	\$31,725	0.00%	\$0	0	0.00%
12	352.200	Collection Sewers - Gravity	\$0	0.00%	\$0	0	0.00%
13	353.000	Other Collection Plant Facilities	\$0	0.00%	\$0	0	0.00%
14	354.000	Services to Customers	\$0	0.00%	\$0	0	0.00%
15	355.000	Flow Measuring Devices	\$0	0.00%	\$0	0	0.00%
16		TOTAL COLLECTION PLANT	\$31,725		\$0		
17		PUMPING PLANT					
18	362.000	Receiving Wells and Pump Pits	\$0	0.00%	\$0	0	0.00%
19	363.000	Pumping Equipment (Elec., Diesel, other)	\$0	0.00%	\$0	0	0.00%
20		TOTAL PUMPING PLANT	\$0		\$0		
21		TREATMENT & DISPOSAL PLANT					
22	372.000	Oxidation Lagoon	\$0	0.00%	\$0	0	0.00%
23	373.000	Treatment and Disposal Equipment	\$0	0.00%	\$0	0	0.00%
24	374.000	Plant Sewers	\$0	0.00%	\$0	0	0.00%
25	375.000	Outfall Sewer Lines	\$0	0.00%	\$0	0	0.00%
26	376.000	Other Treatment & Disposal Plant Equip.	\$0	0.00%	\$0	0	0.00%
27		TOTAL TREATMENT & DISPOSAL PLANT	\$0		\$0		
28		GENERAL PLANT					
29	391.000	Office Furniture & Equipment	\$0	0.00%	\$0	0	0.00%
30		Office Computer Equipment	\$0	0.00%	\$0	0	0.00%
31	392.000	Transportation Equipment	\$0	0.00%	\$0	0	0.00%
32	393.000	Other General Equipment, includes stores, tools shop & garage, lab, power operated, communication, and other tangible equipment.	\$0	0.00%	\$0	0	0.00%
33		TOTAL GENERAL PLANT	\$0		\$0		
34		Total Depreciation	\$34,225		\$500		

Note: Average Life and Net Salvage columns are informational and have no impact on the entered Depreciation Rate.

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Accumulated Depreciation Reserve - Sewer

Line Number	A Account Number	B Depreciation Reserve Description	C Total Reserve	D Adjustment Number	E Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
1		INTANGIBLE PLANT					
2	301.000	Organization	\$2,000			100.00%	\$2,000
3	302.000	Franchises	\$0			100.00%	\$0
4	303.000	Miscellaneous Intangible Plant	\$0			100.00%	\$0
5		TOTAL INTANGIBLE PLANT	\$2,000		\$0		\$2,000
6		SOURCE OF SUPPLY PLANT					
7	310.000	Land & Land Rights	\$0			100.00%	\$0
8	311.000	Structures & Improvements	\$0			100.00%	\$0
9		TOTAL SOURCE OF SUPPLY PLANT	\$0		\$0		\$0
10		COLLECTION PLANT					
11	352.100	Collection Sewers - Force	\$31,725			100.00%	\$31,725
12	352.200	Collection Sewers - Gravity	\$0			100.00%	\$0
13	353.000	Other Collection Plant Facilities	\$0			100.00%	\$0
14	354.000	Services to Customers	\$0			100.00%	\$0
15	355.000	Flow Measuring Devices	\$0			100.00%	\$0
16		TOTAL COLLECTION PLANT	\$31,725		\$0		\$31,725
17		PUMPING PLANT					
18	362.000	Receiving Wells and Pump Pits	\$0			100.00%	\$0
19	363.000	Pumping Equipment (Elec., Diesel, other)	\$0			100.00%	\$0
20		TOTAL PUMPING PLANT	\$0		\$0		\$0
21		TREATMENT & DISPOSAL PLANT					
22	372.000	Oxidation Lagoon	\$0			100.00%	\$0
23	373.000	Treatment and Disposal Equipment	\$0			100.00%	\$0
24	374.000	Plant Sewers	\$0			100.00%	\$0
25	375.000	Outfall Sewer Lines	\$0			100.00%	\$0
26	376.000	Other Treatment & Disposal Plant Equip.	\$0			100.00%	\$0
27		TOTAL TREATMENT & DISPOSAL PLANT	\$0		\$0		\$0
28		GENERAL PLANT					
29	391.000	Office Furniture & Equipment	\$0			100.00%	\$0
30		Office Computer Equipment	\$0			100.00%	\$0
31	392.000	Transportation Equipment	\$0			100.00%	\$0
32	393.000	Other General Equipment, includes stores, tools shop & garage, lab, power operated, communication, and other tangible equipment.	\$0			100.00%	\$0
33		TOTAL GENERAL PLANT	\$0		\$0		\$0
34		TOTAL DEPRECIATION RESERVE	\$33,725		\$0		\$33,725

To Rate Base Schedule

Seges Partners Mobile Home Park
Informal Rate/Certification Case
Tracking Number SR-2015-0106
Test Year Ending 06-30-2014 Update 10-31-2014
Schedule of Adjustments for Accumulated Depreciation Reserve - Sewer

A	B	C	D	E
Reserve Adjustment Number	Accumulated Depreciation Reserve Adjustments Description	Account Number	Adjustment Amount	Total Adjustment Amount
Total Reserve Adjustments				\$0

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Revenue Schedule - Sewer

A	B	C	D	E	F	G	
Line Number	Account Number (Optional)	Revenue Description	Company/ Test Year Amount	Adjustment Number	Jurisdictional Adjustments	Jurisdictional Allocation	Adjusted Jurisdictional
Rev-1		ANNUALIZED REVENUES					
Rev-2		Annualized Rate Revenues	\$0	Rev-2	\$32,445	100.00%	\$32,445
Rev-3		Miscellaneous Revenues	\$0	Rev-3	\$550	100.00%	\$550
Rev-4		TOTAL ANNUALIZED REVENUES	\$0		\$32,995		\$32,995

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Revenue Adjustment Schedule - Sewer

A Revenue Adj Number	B Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
Rev-2	Annualized Rate Revenues			\$32,445
	1. To Annualize Rate Revenues		\$32,445	
	2. Description		\$0	
	3. Description		\$0	
Rev-3	Miscellaneous Revenues			\$550
	1. To Annualize Miscellaneous Revenues		\$550	
	2. Description		\$0	
Total Revenue Adjustments				\$32,995

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Revenue Summary Schedule - Sewer

Line Number	A Description	Residential 5/8"		Commercial 2"	
		B Amount	C Amount	D Amount	E Amount
1	<u>Customer Charge Revenues:</u>				
2	Customer Number	58		0	
3	Bills Per Year	12		0	
4	Customer Bills Per year	696		0	
5	Current Customer Charge	<u>\$30.69</u>		<u>\$0.00</u>	
6	Annualized Customer Charge Revenues		\$21,360		\$0
7	<u>Commodity Charge Revenues:</u>				
8	Total Gallons Sold	2,622,310		0	
9	Less: Base Gallons Included In Customer Charge	<u>1,000</u>		<u>0</u>	
10	Commodity Gallons	2,621,310		0	
11	Block 1, Commodity Gallons per Block	2,577,864		0	
12	Block 1, Number of Commodity Gallons per Unit	<u>1,000</u>		<u>0</u>	
13	Block 1, Commodity Billing Units	2,577.86		0.00	
14	Block 1, Existing Commodity Charge	<u>\$4.30</u>		<u>\$0.00</u>	
15	Block 1, Annualized Commodity Charge Rev.		\$11,085		\$0
16	Total Annualized Sewer Rate Revenues		<u>\$32,445</u>		<u>\$0</u>

Commodity Billing Units are based on the number of commodity gallons applicable to each block, divided by the tariff usage rate gallons (e.g. for tariff rate of \$2.50 per 1,000 gallons of usage, the commodity gallons for that rate would be divided by 1,000 to arrive at the number of commodity billing units.

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Revenue Summary Schedule - Sewer

Line Number	A Description	Total	
		E Amount	G Amount
1	<u>Customer Charge Revenues:</u>		
2	Customer Number	58	
3	Bills Per Year		
4	Customer Bills Per year	696	
5	Current Customer Charge		
6	Annualized Customer Charge Revenues		\$21,360
7	<u>Commodity Charge Revenues:</u>		
8	Total Gallons Sold	2,622,310	
9	Less: Base Gallons Included In Customer Charge	1,000	
10	Commodity Gallons	2,621,310	
11	Block 1, Commodity Gallons per Block		
12	Block 1, Number of Commodity Gallons per Unit		
13	Block 1, Commodity Billing Units		
14	Block 1, Existing Commodity Charge		
15	Block 1, Annualized Commodity Charge Rev.		\$11,085
16	Total Annualized Sewer Rate Revenues		\$32,445

Commodity Billing Units are based on the number of commodity gallons applicable to each block, divided by the tariff usage rate gallons (e.g. for tariff rate of \$2.50 per 1,000 gallons of usage, the commodity gallons for that rate would be divided by 1,000 to arrive at the number of commodity billing units.

Seges Partners Mobile Home Park
Informal Rate/Certification Case
Tracking Number SR-2015-0106
Test Year Ending 06-30-2014 Update 10-31-2014
Miscellaneous Revenues Feeder - Sewer

Line Number	A Description	B Amount
1	Sewer NSF Fees	\$65
2	Sewer Late Fees	\$485
3	Total Miscellaneous Revenues	<u>\$550</u>

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Expense Schedule - Sewer

Line Number	A Account Number (Optional)	B Expense Description	C Company/ Test Year Amount	D Adjustment Number	E Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
1		OPERATIONS EXPENSES					
2		Operator/Supervisors Salary	\$0	S-2	\$688	100.00%	\$688
3		Electricity - Pumping Treatment	\$0			100.00%	\$0
4		Purchased Sewer Treatment	\$28,322	S-4	-\$783	100.00%	\$27,539
5		TOTAL OPERATIONS EXPENSE	\$28,322		-\$95		\$28,227
6		MAINTENANCE EXPENSES					
7		Outside Services Employed	\$0	S-7	\$188	100.00%	\$188
8		System Repairs and Maintenance	\$250			100.00%	\$250
9		Supplies Expense	\$0			100.00%	\$0
10		TOTAL MAINTENANCE EXPENSE	\$250		\$188		\$438
11		CUSTOMER ACCOUNT EXPENSE					
12		Accounting Fees	\$0			100.00%	\$0
13		Billing & Collections	\$0			100.00%	\$0
14		Office Supplies	\$0			100.00%	\$0
15		Postage Expense	\$56	S-15	\$29	100.00%	\$85
16		Uncollectible Accounts	\$0			100.00%	\$0
17		TOTAL CUSTOMER ACCOUNT EXPENSE	\$56		\$29		\$85
18		ADMINISTRATIVE & GENERAL EXPENSES					
19		Administration & General Salaries	\$0	S-19	\$2,783	100.00%	\$2,783
20		Telephone & Pagers	\$100	S-20	-\$25	100.00%	\$75
21		Management Fee	\$0	S-21	\$1,632	100.00%	\$1,632
22		Vehicle Insurance	\$0	S-22	\$133	100.00%	\$133
23		Property & General Liability Insurance	\$0	S-23	\$392	100.00%	\$392
24		Rate Case Expense	\$0	S-24	\$335	100.00%	\$335
25		Rent	\$0			100.00%	\$0
26		Other Misc. Expenses	\$0			100.00%	\$0
27		TOTAL ADMINISTRATIVE AND GENERAL	\$100		\$5,250		\$5,350
28		OTHER OPERATING EXPENSES					
29		MO DNR Fees	\$0			100.00%	\$0
30		PSC Assessment	\$2,939	S-30	-\$2,647	100.00%	\$292
31		Corporate Registration	\$0			100.00%	\$0
32		Amortization Expense	\$0			100.00%	\$0
33		Depreciation	\$0	S-33	\$500	100.00%	\$500
34		TOTAL OTHER OPERATING EXPENSES	\$2,939		-\$2,147		\$792
35		TAXES OTHER THAN INCOME					
36		Real & Personal Property Taxes	\$0			100.00%	\$0
37		Payroll Taxes	\$0	S-37	\$281	100.00%	\$281
38		TOTAL TAXES OTHER THAN INCOME	\$0		\$281		\$281
39		TOTAL OPERATING EXPENSES	\$31,667		\$3,506		\$35,173

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Expense Adjustment Schedule - Sewer

A Expense Adj Number	B Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
S-2	Operator/Supervisors Salary			\$688
	To annualize Santos Villa's salary (Richter)		\$688	
S-4	Purchased Sewer Treatment			-\$783
	To annualize Purchased Sewer Expense		-\$783	
S-7	Outside Services Employed			\$188
	To annualize Outside Services Expense		\$188	
S-15	Postage Expense			\$29
	To annualize postage expense		\$29	
S-19	Administration & General Salaries			\$2,783
	To annualize Allison Schowengerdt's salary		\$2,783	
S-20	Telephone & Pagers			-\$25
	To annualize telephone expense		-\$25	
S-21	Management Fee			\$1,632
	To annualize management fee		\$1,632	
S-22	Vehicle Insurance			\$133
	To annualize vehicle insurance		\$133	
S-23	Property & General Liability Insurance			\$392
	To annualize general liability insurance		\$392	
S-24	Rate Case Expense			\$335

Seges Partners Mobile Home Park
 Informal Rate/Certification Case
 Tracking Number SR-2015-0106
 Test Year Ending 06-30-2014 Update 10-31-2014
 Expense Adjustment Schedule - Sewer

A Expense Adj Number	B Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
	To normalize rate case expense		\$335	
S-30	PSC Assessment			-\$2,647
	To annualize PSC Assessment		-\$2,647	
S-33	Depreciation			\$500
	1. To Annualize Depreciation		\$500	
S-37	Payroll Taxes			\$281
	To annualize Payroll Taxes		\$281	
Total Expense Adjustments				<u>\$3,506</u>

Agreement Attachment C

Rate Base Worksheet

Rate Base as of October 31, 2014

Plant in Service	\$	31,725	
Less: Accumulated Depreciation Reserve	\$	<u>-</u>	
Net Plant in Service			\$ 31,725

Other Rate Base Items:

Customer Deposits	\$	-	
Materials & Supplies	\$	-	
Prepaid Insurance	\$	-	
Customer Advances for Construction	\$	(31,725)	
CIAC Depreciation Offset	\$	-	
Total Other Rate Base Items			\$ <u>(31,725)</u>
Total Rate Base			<u><u>\$ -</u></u>

Agreement Attachment D

Schedule of Depreciation Rates

Seges Partners Mobile Home Park L.L.C.

Schedule of Depreciation Rates - Attachment D

SR-2015-0106

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>DEPRECIATION RATE</u>	<u>AVERAGE SERVICE LIFE (YEARS)</u>	<u>NET SALVAGE</u>
352.2	Collection Sewers (Gravity)	2.0%	50	0%
354	Services	2.0%	50	0%

Agreement Attachment E

Example Tariff Sheets

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

INDEX

Sheet No.

- 1 Index
- 2 Map of Service Area
- 3 Legal Description of Service Area
- 5 Schedule of Rates
- 6 Schedule of Service Charges

Rule No.	Rule Title
7..... 1.	Definitions
12..... 2.	General Matters
13..... 3.	Limited Authority of Company Employees
14..... 4.	Applications for Sewer Service
16..... 5.	Inside Piping and Customer Service Sewer
20..... 6.	Improper or Excessive Use
23..... 7.	Discontinuance of Service
30..... 8.	Termination of Service
31..... 9.	Interruptions in Service
32..... 10.	Bills for Service
36..... 11.	Extension of Collecting Sewers

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE March 31, 2015
Month / Day / Year

DATE EFFECTIVE May 15, 2015
Month / Day / Year

Issued By J. Michael Otten, Owner
Name and Title of Issuing Officer

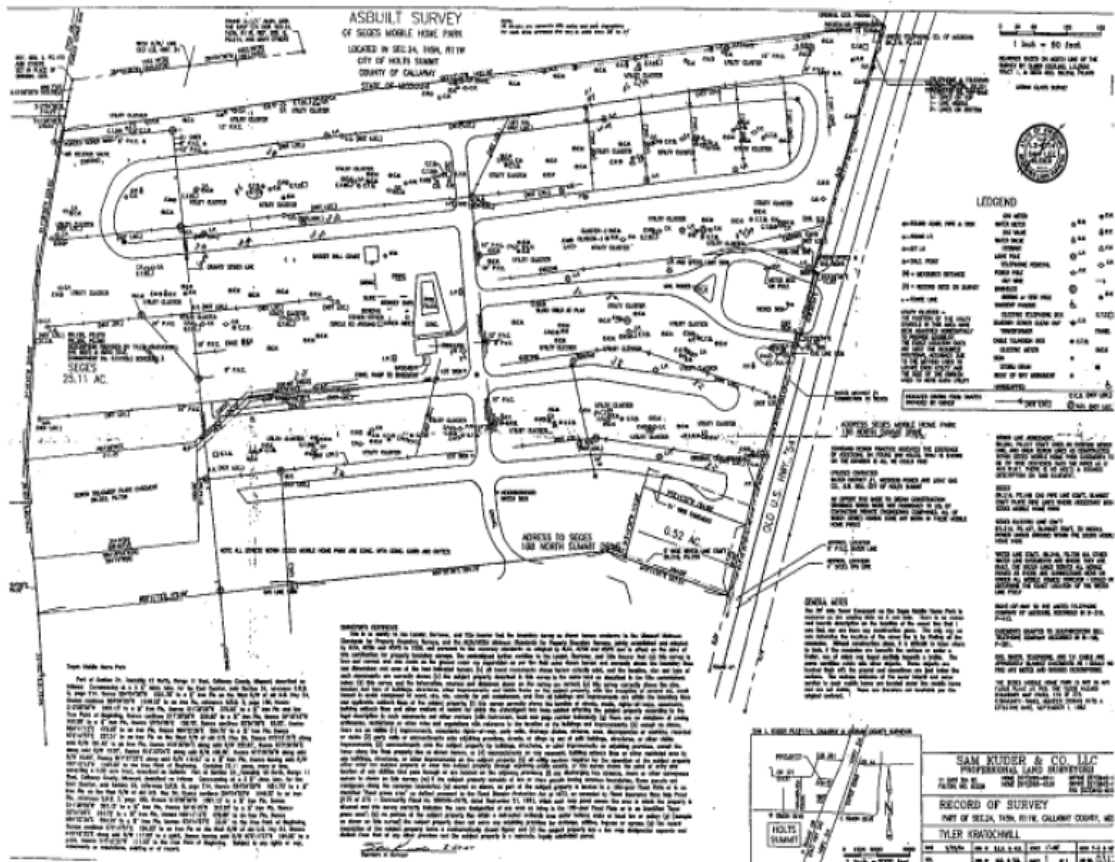
1435 Thompson Blvd., Suite B Sedalia, MO 65301
Company Address

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of Sewer Service

Map of Service Area



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Company Address

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Legal Description of Service Area
The 114 lots designated as Seges Mobile Home Park

Part of Section Twenty-four (24), Township Forty-five (45) North, Range Eleven (11) West, Callaway County, Missouri, described as follows:

Commencing at a 3-1/4 inch aluminum monument for the East Quarter corner of said Section 24, (reference S.R.B. Q, page 214); thence South 84° 04' 00" West, 1051.70 feet to a 1/2 inch iron pin on the West Right-of-way of old U.S. Highway 54; thence continue South 84° 04' 00" West to an iron pin, (reference S.R.B. 2, page 180); thence South 12° 56' 58" West, 1001.13 feet to a 1/2 inch iron pin; thence South 11° 38' 58" West, 370.55 feet to a 1/2 inch iron pin and the true POINT OF BEGINNING; thence continue South 11° 38' 58" West, 226.60 feet to a 1/2 inch iron pin; thence South 4° 19' 45" West, 303.50 feet to a 1/2 inch iron pin; thence South 5° 54' 09" East, 158.70 feet; thence continue South 5° 54' 09" East, 85.02 feet; thence North 84° 11' 12" East, 479.69 feet to an iron pin; thence North 84° 22' 39" East, 554.76 feet to a 1/2 inch iron pin; thence South 72° 14' 57" East, 227.51 feet to an iron pin on the West Right-of-way of old U.S. Highway 54; thence North 15° 42' 32" East, along said Right-of-way, 117.00 feet to a point hereinafter referred to as "POINT A"; thence continuing North 15° 42' 32" East, along said Right-of-way 64.40 feet to an iron pin; thence North 16° 30' 04" East, 252.83 feet; thence South 73° 20' 56" East, along said Right-of-way, 10.00 feet; thence North 16° 30' 04" East, along said Right-of-way, 100.00 feet; thence North 16° 30' 04" East, along said Right-of-way, 100.00 feet; thence North 73° 29' 56" West, along said Right-of-way, 10.00 feet; thence North 17° 37' 32" East, along said Right-of-way line, 410.93 feet to a 1/2 inch iron pin; thence leaving said Right-of-way, South 83° 15' 13" West, 1487.30 feet to the true POINT OF BEGINNING.

EXCEPTING THEREFROM Part of the South Half of Section 24, Township 45 North, Range 11 West, Callaway County, Missouri, described as follows: Commencing at a 3-1/4 inch Aluminum Monument for the East Quarter Corner of said Section 24 (ref. Survey Record Book Q, page 214); thence South 84° 04' 00" West, 1051.70 feet to a 1/2 inch iron pin on the West Right-of-way line of Old U.S. Highway 54; thence continue South 84° 04' 00" West, 1649.52 feet to an iron pin; reference Survey Record Book 2, Page 180; thence South 12° 56' 58" West, 1001.13 feet to a 1/2

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Month / Day / Year

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Issued By J. Michael Otten, Owner
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1435 Thompson Blvd., Suite B Sedalia, MO 65301
Company Address

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Legal Description continued

inch iron pin; thence South 11° 38' 58" West, 597.15 feet to a 1/2 inch iron pin; thence South 4° 19' 45" West, 303.50 feet to a 1/2 inch iron pin; thence South 5° 54' 09" East, 243.72 feet to a 1/2 inch iron pin; thence North 84° 11' 12" East, 479.69 feet to an iron pin; thence North 84° 22' 39" East, 554.76 feet to a 1/2 inch iron pin; thence South 72° 14' 57" East, 33.51 feet to the true POINT OF BEGINNING; thence continue South 72° 14' 57" East, 194.00 feet to an iron pin on the West Right-of-way line of Old U.S. Highway 54; thence North 15 ° 42' 32" East, along said Right-of-way line, 117.00 feet to a point; thence leaving said Right-of-way line, North 72° 14' 57" West, 194.00 feet to a point; thence South 15° 42' 32" West, 117.00 feet to the true POINT OF BEGINNING.

SUBJECT to easements of record.

ALSO including all of Grantor's non-exclusiveright, title and interest in and to a 31 foot wide non-exclusive roadway and utility easement, the Southerly line being described as follows:
Commencing at the above mentioned "POINT A", the POINT OF BEGINNING of the Southerly line of this 31 foot wide easement; thence North 72° 14' 57" West, 194.00 feet to the POINT OF TERMINATION of this easement.

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Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Schedule of Rates

Monthly Minimum Service Charge:

\$32.53 per month

Monthly Commodity Charge

\$4.65 for each 1,000 gallons of metered water usage

Taxes: Any applicable Federal, State or local taxes computed on billing basis shall be added as separate items in rendering each bill.

Sewer bills will be prepared and distributed on a monthly billing cycle and will be rendered net, bearing the last date on which payment is due, all in accordance with Rule 9 hereafter.

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Company Address

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of Sewer Service	
<u>Schedule of Service Charges</u>	
Initial Connection Fee	\$50
Late Payment Fees	
Bills shall be considered delinquent 21 days from the date the bill is rendered. If not paid prior to the delinquent date, a \$5.00 late fee will be added to each delinquent sewer account and a \$5.00 late fee will be added to each delinquent water account.	
On-site Collection Charge	
A fifteen dollars (\$15) charge will be added to the current bill if the Company personnel is on-site to disconnect the service when the Customer pays the bill. The disconnection fee may not be assessed if the service is not physically disconnected.	
Disconnection for non-payment fee	\$25 **
Reconnection after disconnection for non-payment Fee	\$50 **
Returned Check/Insufficient Fund Charge	\$40 **
**Above fees already included in Water Tariff service charges and will only be charged once per customer for water and sewer as Seges is the provider of both services.	
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Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 1 Definitions

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities; two or more such entities may make one application for a sewer extension, and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- B. "B.O.D" denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- C. "C.O.D" denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.
- D. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service tees, wyes and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connected to the pipeline, and is sometimes referred to generically as a COLLECTING SEWER.

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Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 1 continued

- E. The "COMPANY" is Seges Partners Mobile Home Park L.L.C., acting through its officers, managers, or other duly authorized employees or agents.
- F. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- G. The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates, or may be the date of commencement of construction of the building upon the property.
- H. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- I. "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or turn-off of water service by the water utility at the request of the Company.
- J. "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 7 - Improper or Excessive Use.

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1435 Thompson Blvd., Suite B Sedalia, MO 65301
Company Address

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 1 continued

- K. A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.
- L. "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- M. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- N. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.
- O. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during periods of seasonal absence or turn-off.
- P. A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a tee branch or wye branch, or the bell of a saddle placed on the barrel of the collecting sewer.
- Q. A "SERVICE SEWER" or "CUSTOMER'S SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct

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Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 1 continued

sewage from the Customer's premises to the collecting sewer, excluding service tees, wyes or saddles. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer.

- R. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.
- S. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.
- T. "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the Customer. Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the Company, and may include physical disconnection of the service sewer, termination or disconnection of water service by the water utility, or the Company's observation of non-occupancy of the unit served.
- U. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, owned or leased. Each mobile home in a mobile home

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DATE OF ISSUE March 31, 2015
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Name of Utility: Seges Partners Mobile Home Park LLC

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Rules Governing Rendering of
Sewer Service

Rule 1 continued

park, and each rental unit of a multi-tenant rental property are considered as separate Units for each single family or firm occupying same as a residence or place of business.

- V. A “WYE” or “WYE BRANCH” or “Y” or “Y BRANCH” is a three-way one-piece pipe fitting in the shape of the letter “y” that is a part of the collecting sewer pipeline, and to which the Customer’s service sewer is connected.

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Rules Governing Rendering of
Sewer Service

Rule 2 General Matters

- A. Every applicant, upon signing an application for sewer service or any Customer accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in the numbered sheets of this tariff. The rates applicable to appropriate class of service in particular service areas are set forth in rate schedules and constitute a part of this tariff.
- C. The Company reserves the right, subject to approval from the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time-to-time deem necessary or proper.
- D. After the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these Rules and Regulations, in accordance with the statutes of the State of Missouri, and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not conform with these Rules and Regulations may remain, if said facilities do not cause any service problems or improper use, and reconstruction is impractical.
- E. The point of sewer service provided by the Company shall be at the service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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Rules Governing Rendering of
Sewer Service

Rule 3 Limited Authority Of Company Employees

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.
- C. The Company shall not be responsible for damages due to any failure to remove waste water from the premises, or for interruption if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages because of any interruption of sewer service, or for damages caused by defective piping, fittings, fixtures or appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to damages from Acts of God, civil disturbances, war, government actions, and other uncontrollable occurrences.

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Rules Governing Rendering of
Sewer Service

Rule 4 Applications For Sewer Service

- A. A written application for service, signed by the Customer, and accompanied by the appropriate fees as provided in the Schedule of Rates, the Schedule of Service Charges, Rule 11 - Extension of Collecting Sewers, and other information required by these Rules, must be received from each Customer. Said application must be filed in writing three (3) business days in advance stating the street, house number, name of the applicant, name of the property owner, and the time, at which connection is to be made.
- B. The Company shall have the right to refuse service for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for sewer service at any location within the Company's service area.
- C. In any case where a collecting sewer extension or unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for service specifying a reasonable period of time for the Company to provide the service.
- D. If the Customer is a tenant, the Company shall notify the owner of the property or owner's property manager or other agent, if known to the Company, that such owner or property manager may be responsible for payment of the sewer service bill associated with the application.
- E. A prospective Commercial or Industrial Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available. If a sewer extension as provided for in Rule 11 - Extension of Collecting Sewers will be

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Rules Governing Rendering of
Sewer Service

Rule 4 continued

necessary, or if the Customer will be required to own, operate, and maintain a pretreatment facility, the Customer will also be so advised.

- F. When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible by the Company, so that there will be a basis for sewer charges. The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.
- G. The Company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other future purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.
- H. A new service connection shall be authorized when all conditions in the above paragraphs, and Rule 5 – Inside Piping and Customer Service Sewer, regarding application, construction and inspection provisions, are met.
- I. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.

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Rules Governing Rendering of
Sewer Service

Rule 5 Inside Piping And Customer Service Sewer

- A. The Customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer, with the approval of the Company. The Customer shall notify the Company prior to cleaning or repairing the service sewer.
- B. When a service sewer is to be connected to the collecting sewer, the plumber shall advise the Company twenty-four (24) hours in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. No backfill shall be placed until the work has been inspected by the Company. In the event the Customer or the Customer's agent shall damage a tee branch, wye branch or saddle, or cause damage to the collecting sewer, then the Customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary.
- C. Plumbing specifications of all governmental agencies having jurisdiction, and these Rules and Regulations, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.
- D. A separate and independent service sewer shall generally be required for every building. Exceptions are:
1. When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer.

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Rules Governing Rendering of
Sewer Service

Rule 5 continued

2. When two or more buildings are a part of a complex that cannot be subdivided.
- E. The gravity service sewer shall be constructed using ductile iron pipe, polyvinyl chloride pipe (PVC), ASTM specification or equal; or other suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.
- F. The size and slope of the gravity service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch gravity sewer pipe shall not be less than one-eighth (1/8) inch per foot.
- G. Whenever possible, the service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall except where the service sewer enters the building area. The depth shall be sufficient to afford protection from frost. The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.
- H. Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.

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Rules Governing Rendering of
Sewer Service

Rule 5 continued

- I. In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used.
- J. All excavations required for the installation of a service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes.
- K. The connection of the service sewer to the collecting sewer shall be made at the tee branch or wye branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve inch (12") diameter or less and there is no properly located tee branch or wye branch at a suitable location, such a branch shall be furnished and installed by the Customer at a location specified by the Company and by an installation method approved by the Company. If the collecting sewer is greater than twelve inches (12") in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle shall be furnished installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The wye branch, tee branch, or saddle shall become a part of the Company's collecting sewer and owned by the Company after installation.
- L. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.

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Rules Governing Rendering of
Sewer Service

Rule 5 continued

- M. Company personnel may not work on piping or facilities not owned by the Company, unless authorized by the Customer. Except, the Company will work on Customer-owned Pump Units as provided for within these Rules and Regulations.
- N. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- O. Customer Service Sewers may not be extended along public streets or roadways or through property of others in connecting with the Company's collecting sewers. The service sewer may, however, extend through the collecting sewer easement and roadway easement as necessary in order to be connected to a collecting sewer located across and adjacent to a street in front of the Customer's living unit. The service sewer must be laid in a straight line and at right angles to the collecting sewer and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.

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Rules Governing Rendering of
Sewer Service

Rule 6 Improper or Excessive Use

- A. In the event that the Customer to be served proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require:
1. The Customer to install a pretreatment facility, grease trap or other device on the premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company.
 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge, that could require an enlargement of the Company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, in a form approved by the Missouri Public Service Commission with a rate applicable to the Customer to be included within this Schedule of Rates, Rules, and Regulations, that is fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
- B. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers.
- C. The Customer shall not tamper with, by-pass, remove, or willfully damage a water meter that is used for calculation of sewer bills, or allow any such action.
- D. The Customer shall not attempt to discharge sewage either by an unauthorized service connection or direct unauthorized connection to a service sewer.

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Rules Governing Rendering of
Sewer Service

Rule 6 continued

- E. Customers will not be permitted to allow discharge in any way from premises other than the service address, nor to permit the use of their drains or connections to the service sewer for waste discharge by others, without permission from the Company.
- F. Except as may be provided in paragraph A.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:
1. Maximum temperature of 150 degrees Fahrenheit.
 2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.).
 3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
 4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
 5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 6. No garbage that has not been properly shredded.
 7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.

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Rules Governing Rendering of
Sewer Service

Rule 6 continued

8. No waste-water having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.
9. No waste-water containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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Rules Governing Rendering of
Sewer Service

Rule 7 Discontinuance of Service

A. The Company may discontinue service for any of the following reasons:

1. Non-payment of a delinquent account not in dispute; or
2. Failure to post a security deposit or guarantee acceptable to the utility; or
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
4. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement.
7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, for unauthorized resale of sewer service, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's sewer system; or
9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not

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Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 7 continued

apply, and notice to the Customer shall be provided by rules and procedure applicable to the Customer's sewer service in lieu of notification required by these Rules and Regulations.

B. Discontinuance of service may be accomplished by, but not limited to, physical disconnection or turn-off of the Customer's service sewer from the Company's collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished by physical disconnection or turn-off, or discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:

1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.

C. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.

D. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.

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Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 7 continued

E. The Company may discontinue service for any of the following reasons:

1. Non-payment of a delinquent account not in dispute; or
2. Failure to post a security deposit or guarantee acceptable to the utility; or
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
4. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter used for calculation of sewer bills so as to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement; or
7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system.

F. None of the following shall constitute sufficient cause for the Company to discontinue service:

1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or

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Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 7 continued

2. The failure of the Customer to pay for service received at a separate point of service, residence, or location. In the event of discontinuance or termination of service at a separate residential point of service, residence, or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
 3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) service connection at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
 4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
 5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or
 6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.
- G. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested, with a copy of the notice sent to the Public Service Commission and a copy to the property owner if different

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Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 7 continued

than the Customer and if known by the Company. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Missouri Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service.

H. A discontinuance notice provided to a customer shall include:

1. The name and address of the Customer, the service address if different than the Customer's address; and
2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
3. How the customer may avoid the discontinuance; and
4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.

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Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 7 continued

- I. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).
- J. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.
- K. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- L. The provisions of paragraphs I. and K., above, may be waived if safety of Company personnel while at the premises is a consideration.
- M. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection

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Name and Title of Issuing Officer

1435 Thompson Blvd., Suite B Sedalia, MO 65301
Company Address

Name of Utility: Seges Partners Mobile Home Park LLC

Service Area: Seges Partners Mobile Home Park

Rules Governing Rendering of
Sewer Service

Rule 7 continued

- of monies due from the Customer.
- N. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
 - O. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
 - P. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
 - Q. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rules Governing Rendering of
Sewer Service

Rule 8 Termination of Service

- A. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by turnoff of water service to that unit. The method used for termination of service shall be determined by the Company.
- B. A Customer may request temporary turn-off of water service or sewer service by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. A Customer who requests termination of sewer service, but returns to the premises and requests sewer service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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Rules Governing Rendering of
Sewer Service

Rule 9 Interruptions in Service

- A. The Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system.
- B. Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is practicable to do so. Every effort will be made to minimize limitation of service.
- C. No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.
- D. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage in a reasonable and non-discriminatory manner.

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Rules Governing Rendering of
Sewer Service

Rule 10 Bills for Service

- A. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- B. A Customer who has made application for, or who is or has been taking sewer service at one or more units connected to the collecting sewer, shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- C. Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- D. Payments shall be made at the office of the Company or at a convenient location designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- E. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- F. Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the Customer at such separate locations.
- G. The Company shall have the right to render bills monthly in advance, or on a monthly basis in arrears when the sewer charges are based on water usage.

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Rules Governing Rendering of
Sewer Service

Rule 10 continued

Bills shall have the due date indicated on the bill. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of 21 days after rendition of the bill. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 8. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.

- H. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used.
- I. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum. The owner of the property served will be held responsible for ultimate payment of a bill. If the customer is a tenant of rental property, copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property if the owner is known to the Company.
- J. Unless sewer charges are billed in advance, the Company may require a security deposit or other guarantee as a condition of new service if the Customer:
 - 1. Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or,
 - 2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or,

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Rules Governing Rendering of
Sewer Service

Rule 10 continued

3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.
- K. The Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued service if:
 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
 2. The utility service to the unit has been diverted or interfered with in an unauthorized manner; or,
 3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods.
- L. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- M. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.

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Rules Governing Rendering of
Sewer Service

Rule 10 continued

- N. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- O. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- P. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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Rules Governing Rendering of
Sewer Service

Rule 11 Extension Of Collecting Sewers

- A. Collecting sewers will be extended within the company's certificated service area, at the applicant's cost, if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the company. The applicant may choose to have the company perform all work under the terms and conditions of Paragraph C, following, or have a private contractor perform the work under the terms and conditions of Paragraph D, following. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.
- B. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the company. If the company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the company.
- C. The company will extend collecting sewers for the applicant under the following terms and conditions:
1. Upon receipt of written application for service as provided in Rule 4, Applications for Service, the company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, and the direct costs associated with supervision, engineering, permits, and bookkeeping.
 2. The applicant shall enter into a contract with the company for the installation of said extension and shall tender to the company a contribution-in-aid-of-construction equal to the amount determined in

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Rules Governing Rendering of
Sewer Service

Rule 11 continued

Paragraph C (1) above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.

3. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.
- D. When the applicant elects to construct an extension, the company will connect said extension to its existing collecting sewers under the following terms and conditions:
 1. Applicant shall enter into a contract with the company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the company's rules. Plans for the extension shall be submitted to the company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the company. Applicant shall contribute said facilities to the company with a detailed accounting of the actual cost of construction, and contribute to the company the estimated reasonable cost of the company's inspection.
 2. The company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
 3. Connection of the extension to existing company collecting sewers shall be made by, or under direct supervision of, the company or its representative.
 4. The company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).

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Rules Governing Rendering of
Sewer Service

Rule 11 continued

E. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:

1. For a single-family residential applicant applying for service in a platted subdivision, the company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.
2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.

F. Refunds of contributions shall be made to the original applicant as follows:

1. Should the actual cost of an extension constructed by the company under Paragraph C, or actual costs for inspection by the company under Paragraph D, above, be less than the estimated cost, the company shall refund the difference as soon as the actual cost has been ascertained.
2. During the first ten years after the extension is completed, the company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with Paragraph E above.

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Rules Governing Rendering of
Sewer Service

Rule 11 continued

3. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.
4. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity.
- G. Any extension made under this rule shall be and remain the property of the company in consideration of its perpetual upkeep and maintenance.
- H. The company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

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Agreement Attachment F

Billing Comparison Worksheet

SEGES PATNERS MOBILE HOME PARK, LLC

Residential Customer Bill Comparison-Sewer

Rates for 5/8" Meter

<u>Current Base Customer Charge</u>	<u>Proposed Base Customer Charge</u>	<u>Current Usage Rate</u>	<u>Proposed Usage Rate</u>
\$30.69	\$32.53	\$4.30	\$4.65

current service charge is monthly charge

MONTHLY BILL COMPARISON

Current Rates

Customer Charge	\$ 30.69
Usage Charge	\$ 25.80
Total Bill	\$ 56.49

Proposed Rates

Customer Charge	\$ 32.53
Usage Charge	\$ 27.90
Total Bill	\$ 60.43

INCREASES

Customer Charge

\$ Increase	\$1.84
% Increase	6.00%

Usage Charge

\$ Increase	\$2.10
% Increase	8.14%

Total Bill

\$ Increase	\$3.94
% Increase	6.97%

Agreement Attachment G

Water & Sewer Unit Memorandum

REPORT OF WATER AND SEWER UNIT
FIELD OPERATIONS AND TARIFF REVIEW

Water and Sewer Unit
Case No. SR-2015-0106
Seges Partners Mobile Home Park, LLC
Aaron Archer/James Russo

Introduction

The Commission's Water and Sewer Unit Staff's (Staff) investigation of Seges Partners Mobile Home Park, LLC (Seges or Company) for this case included an annual inspection on January 12, 2015 to examine the Company's facilities, operations, and any upgrades made to the sewer system. Although the Company provides both water and sewer service, Staff is reporting only on its investigation of the sewer system, because Seges has only requested an increase to its sewer rates.

This mobile home park dates back to the late 70's or early 80's under different ownership. There are 114 mobile home pads located within the park. Currently, there are approximately 56 occupied living units with active sewer and water connections according to Staff's investigation. Staff has noted that there is a declining residential customer base and there are no commercial customers. The Company was issued a Certificate of Convenience and Necessity (CCN) by the Commission in April 2009, Case No. SA-2009-0401.

Staff has received no customer comments to date regarding the sewer service. This system is not required to have a certified operator nor a DNR permit as it only operates a sewage collection system, and does not operate a sewage treatment facility. Treatment of sewage discharged by Seges is provided by the City of Holts Summit. As such, Seges is a wholesale customer of the City. This Water and Sewer Unit report regarding field operations and the Company tariff was prepared jointly by Staff members Aaron Archer and James Russo. The Staff member responsible for each section is denoted at the end of each section.

Collection System

Seges has a copy of a map of the collection system, which is a document referred to as an "as-built survey," and which was created by a licensed land surveyor in 2004 to locate the sewer collection system, among other things. Staff obtained a copy of this during the CCN case. Staff utilized the as-built survey map to study pipe sizes, materials, and locations of manholes. The locations of manholes were found by Staff to be somewhat correct, but it appeared some manholes are obstructed by mobile home units at present, and some manholes could not be located. Staff was able to locate and observe only ten of

the manholes as shown on the as-built survey map. Staff recommends the Company update its map of the collection system, to reflect actual sewer facility location. Staff would offer to assist in developing such a map.

Based on information provided to Seges Partners when this facility was purchased in 2005, the Company has reported that the collection system consists of 3,900 feet of 8 – 12” polyvinyl chloride pipe (PVC). However, Staff determined in its inspection that the only PVC pipe in the entire system is located in the system’s last manhole where the Seges collection system connects to the City of Holts Summit for treatment. When removing manhole covers for inspection of condition of the manholes, Staff discovered that the collection system actually consists of 6”-12” clay pipe, 10” truss pipe (which is a composition plastic material somewhat similar to PVC), and what appeared to be 6” cast or ductile iron pipe. Staff also observed one place where pieces of clay pipe appeared to be broken off, which can potentially cause an obstruction of flow. At this time, Staff is not able to make a conclusion regarding the extent of damage/deterioration throughout the collection system, nor the need for Seges to undertake rehabilitation or replacement of pipe sections.

Staff also observed what appears to be an abandoned sewage lift station that could have been used for a very few mobile home locations. The mobile home pads are not in use at present and the lift station appears to have been out of service for a considerable amount of time. Staff is working with the Company to get address future plans for this facility. (Archer)

Tariff Review

Seges’ current sewer tariff became effective December 31, 2009, with the exception of 2nd revised sheet number 5, Schedule of Rates, which became effective April 8, 2013, after the Company’s last rate request, Case No. SR-2013-0112. Staff has reviewed the tariff and is recommending the Company replace the entire tariff with a new replacement tariff that is based on Staff’s current generic sewer tariff, modified for Seges. Staff is including a door collection charge in the Schedule of Service Charges. The Company allows customers to pay Company personnel when Company personnel arrive to discontinue service (by turning off water service). This charge allows the Company to collect the additional cost of making a trip to the customer’s residence from the customer causing the cost. Staff also updated the tariff to include the recent changes made to Chapter 13. (Russo)

Rate Design

Staff reviewed the current sewer rate design and is not making any recommendations changing the existing rate design. Currently, all of the Company’s customers pay a monthly customer charge and a commodity charge based on water usage. This structure

is based upon the manner in which the City of Holts Summit charges the Company. Staff is recommending that any change in existing sewer rates should be based on an equal percentage change. (Russo)

Water and Sewer Unit Staff Recommendations

- The current PSC MO Number 1 sewer tariff be cancelled and replaced by PSC MO Number 2 sewer tariff.
- Staff recommends that the company work with Staff of the W&S unit to update the system map which would assist the company with future construction projects or in the event of an emergency or backup.
- Staff recommends that the Company keep apprised of the condition of the aging collection system and consider installing a flow meter to be better able to compare water usage to sewage production. This in turn would aide the company in actualizing water losses in the system.

Agreement Attachment H

Auditing Unit Recommendation Memorandum

AUDITING DEPARTMENT RECOMMENDATION MEMORANDUM

FROM: Brooke Richter
Jermaine Green

TO: James Russo
Water and Sewer Department

CC: Kim Bolin
Mark Oligschlaeger
Cydney Mayfield

SUBJECT: **Auditing Departments Findings and Recommended Cost of Service
Seges Partners Mobile Home Park L.L.C.
Case No. SR-2015-0106**

DATE: January 20, 2015

Seges Partners Mobile Home Park L.L.C. (Seges or Company) is located in Holts Summit, Missouri and has provided water and sewer service to an average of 58 customers in recent months. While Seges does hold a certificate of convenience and necessity from the Commission for both water and sewer, the current small company rate case focuses on sewer rates only. Seges is currently involved in both regulated and non-regulated business operations. The non-regulated operations consists of a real estate business and a mobile home park; whereas, the regulated entities are water and sewer utility operations. The Auditing Staff of the Commission (Audit Staff) has developed allocation factors in order spread the Seges' expenses to the non-regulated and regulated entities. The Audit Staff's proposed allocation method is discussed in later a paragraph of this memorandum.

Seges last sought to change its sewer rates in Case No. SR-2013-0112. As a result of that case, Seges increased its rates by \$3,534 annually effective April 8, 2013. Seges filed for a new rate increase on October 27, 2014 under the Missouri Public Service Commission's

(Commission or PSC) small company rate procedure. Their request consisted of an annual revenue increase of \$3,834 for sewer service.

The Audit Staff performed an analysis of Seges' financial documents and records, based on a test year of the twelve months ended June 30, 2014, updated for known and measurable changes through October 31, 2014. The Audit Staff's analysis, in conjunction with the work of other areas of the Commission Staff, shows that the present rates for the Company's sewer operations are under recovering the cost of service by \$2,178. Attached to this memorandum are the Audit Staff's work papers related to its review of Seges' operations. The following is a discussion of the Audit Staff's findings in this case.

RATE BASE:

The Audit Staff did not sponsor plant in service work papers in this case. The entire balance of plant in service for Seges during the certificate case Case No. WA-2008-0403 was determined to be contribution in aid of construction (CIAC); therefore, due to the lack of plant records and the CIAC categorization, the Audit Staff has not allowed any recovery of plant in service in this case.

REVENUES:

Seges' current sewer customer charge is \$30.69 regardless of water usage per month. The metered tariff rate for sewer is \$4.30 per 1000 gallons of use. The Audit Staff performed a 36-month analysis to determine a normalized number of customers and a normalized usage per customer and used this information to determine the annualized revenues.

PURCHASED SEWER COSTS

Seges currently purchases its sewer services from the City of Holts Summit, Missouri, and passes on these costs to its ratepayers. At the end of the each month Seges bills the mobile home park residents an itemized bill which lists fee for sewer service, the mobile home pad rent, and water service. The Audit Staff used the City of Holts Summit's sewer rate that will be effective on April 1, 2015, which is \$22.21 per month for each pad connection and \$4.65 per 1000 gallons for the usage. The Audit Staff's normalized

customer numbers and monthly usage were utilized to determine Seges' normalized purchased sewer costs. The Audit Staff's analysis used only the 58 customers/pad rentals that are currently occupied. Seges is currently paying the City of Holts Summit a connection fee for an additional 56 pads that are not occupied by residents. These unoccupied pads are costing the Company an additional \$14,488 annually. The monthly costs for the additional vacant pads should be paid by the mobile home park, not the sewer customers within the mobile home park.

PAYROLL & PAYROLL TAXES:

Seges currently has two employees, a Mobile Home Park Manager and an Office Manager. The Park Manager is responsible for the mobile home park maintenance and repairs, water and sewer system maintenance and meter reading. This individual is currently in the process of acquiring a drinking water distribution license (DS 1) from the Department of Natural Resources (DNR). The Office Manager is responsible for all the administrative tasks of the Company, including accounts payable, accounts receivable, billing and collections and general financial statement preparation. The Audit Staff annualized the payroll for the Park Manager and the Office Manager positions based on a 13 month average of time charges to Seges' regulated operations ended October 31, 2014. This method was utilized as the Company does not pay its employees a specific salary for its water or sewer operations; instead employees are paid an annual salary for the total company operation. However for regulated purposes the employees are required to track their weekly hours for water and sewer activities and this information was used to determine an annualized level of payroll. The annualized number of hours used are 69 hours for the Park Manager and 186 hours for the Office Manager. The salary level that the Audit Staff has included for both employees in this case is taken from the Missouri Research and Information Center (MERIC) under the job categories for "bookkeeping" and "waste water operator" in the central Missouri area.

The Audit Staff has included a total of \$266 in its cost of service calculation for payroll taxes.

MANAGEMENT FEE

Michael J. Otten and William Gray are the two managing partners in Seges Partners Mobile Home Park L.L.C. They charge a management fee based on five percent (5%) of total revenue to the sewer utility. This management fee is compensation for the managing partners' various functions and managerial oversight. The Audit Staff applied the 5% management fee factor to the Audit Staff's annualized revenues amount to determine its annualized management fee expense in the amount of \$1,632 to include in its cost of service.

POSTAGE

Customers are sent one bill each month which bills for sewer service, mobile home pad rent and water service. The Audit Staff used an allocation percentage in order to allocate these costs. The Audit Staff found it reasonable to allocate fifty percent (50%) of all costs to the mobile home park rental business and twenty-five percent (25%) to the water utility. The remaining twenty five percent (25%) is allocated to the sewer utility. This ratio was then applied to the annualized postage expense to determine an annualized postage expense.

TELEPHONE EXPENSE

Seges currently utilizes the services of one telecommunication company, which serves the mobile home park, the water utility and sewer utility. The Park Manager has a cellular phone with AT&T. These telephone charges are all billed to Seges Partners Mobile Home Park L.L.C. The Audit Staff used the same ratio to determine how much telephone expense to allocate to each entity as it did with the postage expense described above.

MAINTENANCE EXPENSE

During the test year; the Audit Staff reviewed a sample of invoices from All Clear Pumping and Sewer and calculated an annualized amount for this expense. The Audit Staff's annualized amount for maintenance expense is \$250.00

INSURANCE:

The Audit Staff made an adjustment to annualize the property liability insurance and vehicle insurance to reflect the policies in effect from 2014 to 2015. Staff allocated 25% of these cost to the sewer company.

OUTSIDE SERVICES

During the test year; the Audit Staff reviewed an invoice sample from James D. Bell CPA Tax Preparation and calculated an annualized amount for this expense. The Audit Staff's annualized amount for outside services is \$188 after allocating 25% of these costs to the sewer company.

PSC ASSESSMENT

The Audit Staff used the most current 2015 PSC assessment provided by the PSC's Budget and Fiscal Services Unit.

RATE CASE EXPENSE

The Audit Staff normalized rate case expense totaling \$670 over a two year period.

THE AUDIT STAFF RECOMMENDS:

The Company should fully comply with these recommendations within 90 days of the effective date of the Commission Order for this case.

The Staff recommends that Seges Partners Mobile Home Park L.L.C starts recording entries to the general ledger in accordance using the Uniformed System of Accounts (USOA) guidelines.

The Staff recommends that Seges Partners Mobile Home Park L.L.C develop Continuing Property Records (CPRs) for its Plant in Service and CIAC records as the Company acquires new plant assets.

Agreement Attachment I

EMSU Report

REPORT OF CUSTOMER SERVICE AND BUSINESS OPERATIONS REVIEW

Engineering and Management Services Unit

Small Company Rate Increase Request

Case No. SR-2015-0106

Seges Partners Mobile Home Park, LLC

Debbie Bernsen

The Engineering and Management Services Unit (EMSU) staff of the Missouri Public Service Commission (“Commission”) initiated an informal review of the customer service and business processes, procedures, and practices of Seges Partners Mobile Home Park, LLC (Seges or Company) in Sedalia, Missouri, in January 2015. The review was performed in response to the Company’s request for a rate increase in Case No. SR-2015-0106, which was filed October 23, 2014. The Company is requesting an increase of 12% in its annual sewer system operating revenues.

The EMSU staff examined the Company’s tariffs, Commission complaint and inquiry records, and other documentation related to the Company's customer service and business operations. In preparation of this report, the EMSU staff submitted data requests to the Company on November 18, 2014, and conducted interviews with the Company in Sedalia, Missouri, on January 6, 2015. The EMSU staff has reviewed the data request responses provided by the Company.

The purpose of the EMSU is to promote and encourage efficient and effective utility management. This purpose contributes to the Commission’s overall mission to ensure that customers receive safe and adequate utility service at reasonable rates while providing utilities the opportunity to earn a fair return on their investment.

The objectives of this review were to analyze and document the management control processes, procedures, and practices used by the Company to ensure that its customers' service needs are met and to make recommendations, where appropriate, by which the Company may improve the quality of services provided to its customers. The findings of this review will also provide the Commission with information regarding the Company's customer service and business operations.

The scope of this review was focused upon an update from the prior EMSU report in Case No. SR-2011-0133 of the processes, procedures, and practices related to customer billing, payment remittance, credit and collections, complaints and inquiries and customer communications. The EMSU staff also reviewed the implementation of the two recommendations made in the prior report.

The EMSU staff is not making any recommendations in its review of Case No. SR-2015-0106.

Overview and Company History

Seges Partners Mobile Home Park L.L.C. purchased the mobile home park containing 114 lot spaces located in Holts Summit, Missouri, in 2006. As part of that transaction, the Company also became the owner and operator of the water and sewer distribution systems for the mobile home park, and bills its customers for water and sewer services each month along with their lot rental fees.

After purchasing the mobile home park, the Company obtained the consent of Callaway County Public Water Supply District #1 to provide water service and obtained consent from Holts Summit to provide sewer service within the mobile home park. Initially, the Company included customers' water and sewer rates as part of the monthly lot rental fees. However, the Company then decided to install individual meters to each lot space and began billing the customers a separate charge based on actual usage for water service and sewer service each month. Following this action, the Company was made aware that it was required to be a public water system and must operate under the rules of the Department of Natural Resources and the Missouri Public Service Commission.

In June of 2008, the Company applied to the Missouri Public Service Commission for a certificate of convenience and necessity to provide water service to the residents of its mobile home park. During Staff's review of the Company's application for a certificate of convenience and necessity to provide water service, Staff found the Company also billed for the sewer service. This required the Company to obtain a certificate of convenience and necessity to provide sewer service to the residents of its mobile home park. The Commission approved water and sewer tariffs effective December 31, 2009, for the Company to utilize in billing its customers.

Seges Partners Mobile Home Park L.L.C. is one of seven entities owned by the Company's Managing Partner. All seven entities are managed from the Company's Sedalia business office. The Company has three employees which work for all seven entities, but employees are considered contract employees and receive their paychecks from M & C Management L.L.C. which is owned by the Managing Partner. Two employees, the Managing Partner and the Office Manager, work at the business office in Sedalia, Missouri. The third employee, who is the Park Manager, resides and works at the mobile home park.

With regards to Seges, the Managing Partner is responsible for the management of the mobile home park, assists with minor maintenance tasks, and holds a DS-I water distribution certificate. The Office Manager is responsible for all administrative tasks associated with the Company such as accounts payable, accounts receivable, customer billing, credit and collections, and financial statement preparation. The Park Manager is responsible for maintenance and repairs, meter reading, and responding to emergency calls. This employee also holds a DS-I water distribution certificate and is the Company's registered operator with the Missouri Department of Natural Resources.

The Company has a maintenance office within the mobile home park in Holts Summit, Missouri, and a business office in Sedalia, Missouri, with business hours of Monday to Friday 8:30 a.m. to 5:00 p.m. The mobile home park has 114 available lot spaces with an average of 55-60 consistently spaces occupied. As of the end of year 2014, the Company had 58 customers.

Complaints and Inquiries

To determine if the Company's customers were experiencing any serious issues with the quality of service being provided to them, the EMSU staff did review the complaint log maintained by the Company. The Company does maintain a log of contacts that notes the inquiry issue and the resolution. The Company's log indicates a total of two complaints in 2012, two in 2013, and three complaints in 2014. EMSU staff also consulted the Commission's Electronic Filing and Information System (EFIS) which tracks complaints made by customers to the Commission's staff and found there were no complaints reported to the Commission staff by consumers in 2012, 2013 or 2014.

Findings, Conclusions, and Recommendations

Through the EMSU staff's review, it was determined that the Company is generally operating with the same procedures and practices that were documented in the last EMSU staff review. There were not any new areas of concern identified within the audit performed for this Case No. SR-2015-0106.

The EMSU staff performed a similar review of the Company in December of year 2010 in conjunction with Case No. SR-2011-0133. This review identified the following two recommendations for Company management.

1. Ensure that all Company employees complete and maintain time sheets to record work assignments and the time spent working on each work assignment. This recommendation should be completed within ninety (90) days of the Commission's Order Approving the Disposition Agreement in Case with File No. SR-2011-0133.
2. Ensure that all Company employees complete and maintain a written log to record the task and miles driven while utilizing the Company's vehicle. This recommendation should be completed within ninety (90) days of the Commission's Order Approving the Disposition Agreement in Case with File No. SR-2011-0133.

The present review included an analysis of the Company's response to the two recommendations made previously. The EMSU staff believes that the Company's actions in implementing the utilization of time sheets to record work hours associated with activities completed for the water and sewer operations represents an appropriate response to the recommendation. Time sheets were implemented in year 2011.

The Company is recording vehicle usage for water and sewer operations on the time sheet used by its plant manager. The EMSU staff believes that the Company's actions are an appropriate response to the recommendation.

Agreement Attachment J

Summary of Case Events

Seges Partners Mobile Home Park, LLC
Case #SR 2015-0106
Summary of Case Events

Date Filed	October 27, 2014
Day 150	March 26, 2015
Extension?	No
If yes, why?	N/A
Amount Requested	\$3,834
Amount Agreed Upon	\$2,178
Item(s)/Dollar(s) Driving Rate Increase	Increase in cost of sewage processing by the City of Holts Summit
Number of Customers	58
Assessments Current	Yes
Annual Reports Filed	Yes
Statement of Revenue Filed	Yes
Other Open Cases before Commission	None
Status with Secretary of State	Good Standing
DNR Violations	None
Significant Service/Quality Issues	None

Staff Participant Affidavits

James M. Russo – Water & Sewer Department

Aaron Archer – Water & Sewer Department

Jermaine Green-Auditing Department

Derick Miles – Engineering & Management Services Department

Deborah Bernsen – Engineering & Management Services Department

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI


AFFIDAVIT OF JAMES M. RUSSO

In the Matter of the Rate Increase Request of)
Seges Partners Mobile Home Park, LLC)

File No. SR-2015-0106


STATE OF MISSOURI)
) SS
COUNTY OF COLE)

COMES NOW James M. Russo, being of lawful age, and on his oath states the following: (1) that he is a Rate & Tariff Examination Supervisor in the Missouri Public Service Commission’s Water and Sewer Unit ; (2) that he participated in the Staff’s investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Company/Staff Agreement Regarding Disposition of Small Sewer Company Revenue Increase Request* (“Disposition Agreement”); (4) that he was responsible for the preparation of Attachment A, E, F, G, and J to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment A, E, F, G, and J to the Disposition Agreement; and (6) that the matters set forth in Attachment A, E, F, G, and J to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.


James M. Russo
Rate & Tariff Examination Supervisor
Water & Sewer Unit

Subscribed and sworn to before me this 25th day of March, 2015.

LAURA DISTLER
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Cole County
My Commission Expires: June 21, 2015
Commission Number: 11203914


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

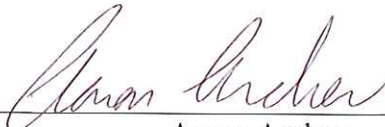
AFFIDAVIT OF AARON ARCHER

In the Matter of the Rate Increase Request of)
Seges Partners Mobile Home Park, LLC)

File No. SR-2015-0106

STATE OF MISSOURI)
) SS
COUNTY OF COLE)


COMES NOW Aaron Archer, being of lawful age, and on his oath states the following: (1) that he is a Utility Policy Analyst I in the Missouri Public Service Commission's Water and Sewer Unit ; (2) that he participated in the Staff's investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Company/Staff Agreement Regarding Disposition of Small Sewer Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachment G to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment G to the Disposition Agreement; and (6) that the matters set forth in Attachment G to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.



Aaron Archer
Utility Policy Analyst I
Water & Sewer Unit

Subscribed and sworn to before me this 25th day of March, 2015.

LAURA DISTLER
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Cole County
My Commission Expires: June 21, 2015
Commission Number: 11203914


Notary Public

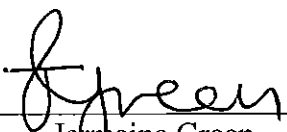
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Rate Increase Request of) Case No. SR-2015-0106
 Seges Partners Mobile Home Park, LLC)

AFFIDAVIT OF JERMAINE GREEN

STATE OF MISSOURI)
) ss.
 COUNTY OF COLE)

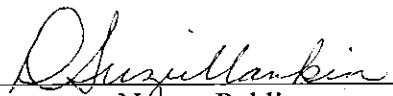
COMES NOW Jermaine Green., being of lawful age, and on his oath states the following: (1) that he is a Utility Regulatory Auditor III in the Missouri Public Service Commission's Regulatory Review, Utility Services Department, Auditing Unit; (2) that he participated in the Staff's investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Company/Staff Agreement Regarding Disposition of Small Sewer Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachment B, C, and H to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment B, C, and H to the Disposition Agreement; and (6) that the matters set forth Attachment B, C, and H to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.



 Jermaine Green
 Utility Regulatory Auditor III
 Auditing Unit

Subscribed and sworn to before me this 26th day of March, 2015.

D. SUZIE MANKIN Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: December 12, 2016 Commission Number: 12412070
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 Notary Public

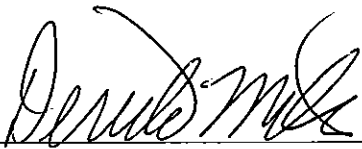
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Rate Increase Request of) Case No. SR-2015-0106
Seges Partners Mobile Home Park, LLC)

AFFIDAVIT OF DERICK MILES, P.E.

STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

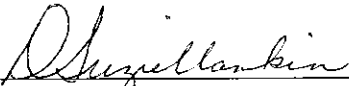
COMES NOW Derick Miles, P.E., being of lawful age, and on his oath states the following: (1) that he is a Utility Regulatory Engineer II in the Missouri Public Service Commission's Regulatory Review, Utility Services Department, Engineering & Management Services Unit; (2) that he participated in the Staff's investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Company/Staff Agreement Regarding Disposition of Small Sewer Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachment D to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment D to the Disposition Agreement; and (6) that the matters set forth Attachment D to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.



Derick Miles
Utility Regulatory Engineer II
Engineering & Management
Services Unit

Subscribed and sworn to before me this 26th day of March, 2015.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: December 12, 2016
Commission Number: 12412070



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Rate Increase Request of)
Seges Partners Mobile Home Park, LLC) Case No. SR-2015-0106

AFFIDAVIT OF DEBORAH A. BERNSEN

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

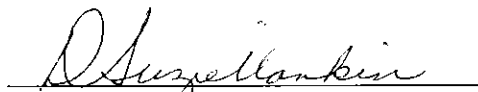
COMES NOW Deborah A. Bernsen, being of lawful age, and on her oath states the following: (1) that she is a Utility Management Analyst III in the Missouri Public Service Commission’s Regulatory Review, Utility Services Department, Engineering & Management Services Unit; (2) that she participated in the Staff’s investigation of the small company rate increase request that is the subject of the instant case; (3) that she has knowledge of the foregoing *Company/Staff Agreement Regarding Disposition of Small Sewer Company Revenue Increase Request* (“Disposition Agreement”); (4) that she was responsible for the preparation of Attachment I to the Disposition Agreement; (5) that she has knowledge of the matters set forth in Attachment I to the Disposition Agreement; and (6) that the matters set forth Attachment I to the Disposition Agreement are true and correct to the best of her knowledge, information, and belief.



Deborah A. Bernsen
Utility Management Analyst III
Engineering & Management
Services Unit

Subscribed and sworn to before me this 26th day of March, 2015.

D. SUZIE MANKIN Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: December 12, 2016 Commission Number: 12412070
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Notary Public