

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

In the Matter of the Application of Ridge Creek Water )  
Company, LLC for a Certificate of Convenience and )  
Necessity Authorizing it to Construct, Install, Own, )  
Operate, Control, Manage, and Maintain a Water ) **Case No. WA-2015-0182**  
System for the Public Located in an Unincorporated )  
Area in Pulaski County, Missouri )

**NON UNANIMOUS STIPULATION AND AGREEMENT**

As a result of discussions among Ridge Creek Water Company ("RCWC"), the Missouri Public Service Commission Staff ("Staff"), and the Missouri Department of Natural Resources ("MoDNR"), collectively "Signatories", an agreement has been reached as set forth below. The Signatories agree:

1. That RCWC shall continue to charge the rates heretofore charged, producing annual revenue of approximately \$53,856, until such time as the Commission authorizes a different rate upon due consideration of all relevant circumstances as required by law.

2. That RCWC's rate(s) to recover the annual revenue requirement shall consist of a monthly customer or service charge not to exceed \$14.27 and a commodity charge not to exceed \$3.47 per 1000 gallons of water.

3. That RCWC may charge a temporary flat rate not to exceed \$32.50 per month, which shall expire 90 days after approval, for any existing customers that do not presently have working meters.

4. That RCWC may charge a \$25 late fee for overdue billings and a trip charge of \$15 for turn-on and turn-off activity or emergency calls during regular hours that involve customer responsibility.

5. That RCWC may add to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts or revenues from the sale of water service rendered by the Company to the Customer. Additionally, there shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri

6. That RCWC shall submit for Commission approval a complete tariff for water service, as a 30-day filing, within 20 days after the effective date of an order approving the Company's application for a certificate of convenience and necessity.

7. That RCWC shall file a general rate case within 30 days of the first anniversary of the effective date of the Commission's order approving this Stipulation.

8. That RCWC shall install 22 master meters within 12 months of the effective date of the Commission's order approving this Stipulation.

9. That RCWC shall enter into and at all times maintain a contract for a MoDNR certified operator to operate its system within 30 days of the effective date of the Commission's order approving this Stipulation.

10. That RCWC shall maintain its books according to the *Unified System of Accounts* and shall conduct its business according to usual and accepted business practices, retaining all records for audit by the Staff and OPC.

11. That RCWC acknowledges that the Commission's granting of the

certificate requested herein will be conditioned upon the Company's compliance with all of the foregoing stipulated obligations.

12. That RCWC asserts, and no party opposes, that its application for a certificate of convenience and necessity to serve the area described in Appendix A attached hereto should be granted. (The service area description set forth in Appendix A corrects certain errors in and clarifies the service area description previously filed by the Company.)

### **GENERAL PROVISIONS**

6. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue-related methodology, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this Stipulation, except as otherwise expressly specified herein.

7. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a party objects, then this Stipulation shall be void and no signatory shall be bound by any of its provisions. Moreover, if the Commission does not implement the terms and conditions agreed upon

in this Stipulation, then this Stipulation shall also become void and no signatory shall be bound by any of its provisions.

8. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any signatory has for a decision in accordance with Section 536.080, RSMo 2000, or Article V, Section 18, of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

9. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000, and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding and do not apply to any matters raised in any

prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation. Pre-filed on the issues resolved herein will be admitted to the record.

10. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

11. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

**WHEREFORE**, the Signatories respectfully request the Commission to issue an Order in this case approving this Nonunanimous Stipulation and Agreement.

Respectfully submitted,

/s/ Kevin A. Thompson  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on all parties of record via electronic mail (e-mail) on this 17th day of August, 2015.

s/ Mark W. Comley