

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

The Office of the Public Counsel,	)	
Complainant,	)	
v.	)	<b><u>Case No. WC-2015-0291</u></b>
	)	
TUK, LLC,	)	<b><u>Case No. SC-2015-0292</u></b>
Louis Mountzoures, and	)	
Jonathon Finkelstein,	)	
Respondents.	)	

**STIPULATION AND AGREEMENT**

**COME NOW** TUK LLC (TUK) and the Office of the Public Counsel (Public Counsel), and respectfully state to the Missouri Public Service Commission (Commission) that, as a result of negotiations, the undersigned parties (Signatories) have reached the stipulations and agreements contained herein.

1.     **Issues Settled.** This Stipulation and Agreement is intended to settle, among the Signatories for purposes of the above-captioned cases, all issues in those cases.

2.     **Water Revenues.** TUK will refund all water revenues it has received since the purchase of the subject water system on November 1, 2013 (\$8,344.00). The refunds shall be provided through sewer bill credits for those customers that are both water and sewer customers (18). Sewer bill credits shall begin with the first sewer bill after the effective date of a Commission order approving this Stipulation and Agreement with all refunds to those customers completed within eighteen (18) months. Those water customers that are not sewer customers (4) shall be provided a refund by check within sixty (60) days after the effective date of a Commission order approving this Stipulation and Agreement.

3. **No Future Water Charges.** TUK will not charge for the water and will not connect new water customers, unless it later applies for, and is granted, a water certificate of convenience and necessity.

4. Further, this Stipulation is contingent upon the Commission's approval of the Unanimous Stipulation and Agreement in File No. WA-2015-0169.

**Contingent Waiver of Rights**

5. This Stipulation and Agreement is being entered into solely for the purpose of settling the issues in Cases Nos. WC-2015-0291 and SC-2015-0292. Unless otherwise explicitly provided herein, none of the Signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue-related methodology. Other than explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement (whether this Stipulation and Agreement is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation and Agreement.

6. This Stipulation and Agreement has resulted from negotiations among the Signatories and the terms hereof are interdependent. If the Commission does not approve this Stipulation and Agreement unconditionally and without modification, then this Stipulation and Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof, except as explicitly provided herein.

7. If the Commission does not approve this Stipulation and Agreement without condition or modification, and notwithstanding the provision herein that it shall become void; neither this Stipulation and Agreement nor any matters associated with its

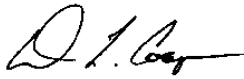
consideration by the Commission shall be considered or argued to be a waiver of the rights that any Party has for a decision in accordance with §536.080 RSMo or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation and Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

8. In the event the Commission accepts the specific terms of this Stipulation and Agreement without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to §536.080.1 RSMo; their respective rights to reading of the transcript by the Commission pursuant to §536.080.2 RSMo; their respective rights to seek rehearing, pursuant to §536.500 RSMo; and their respective rights to judicial review pursuant to §368.510 RSMo. This waiver applies only to a Commission order approving this Stipulation and Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation and Agreement.

**WHEREFORE**, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and

conditions of this Stipulation and Agreement.

Respectfully submitted,



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ATTORNEY FOR THE OFFICE OF  
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### **CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 7<sup>th</sup> day of October, 2015, to:

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