

Exhibit No.:
Issue: Office Rent
Witness: Kofi A. Boateng
Sponsoring Party: MoPSC Staff
Type of Exhibit: Surrebuttal Testimony
Case No.: SR-2013-0321
Date Testimony Prepared: October 23, 2013

MISSOURI PUBLIC SERVICE COMMISSION
REGULATORY REVIEW DIVISION
UTILITY SERVICES - AUDITING

SURREBUTTAL TESTIMONY
OF
KOFI AGYENIM BOATENG

LINCOLN COUNTY SEWER & WATER, LLC

CASE NO. SR-2013-0321

Staff 7

Jefferson City, Missouri
October 2013

Staff Exhibit No. 7
Date 11-05-13 Reporter XF
File No SR-2013-0321

1 **SURREBUTTAL TESTIMONY OF**

2 **KOFI A. BOATENG**

3
4 **LINCOLN COUNTY SEWER & WATER, LLC**

5 **CASE NO. SR-2013-0321**

6 Q. Please state your name and business address.

7 A. Kofi A. Boateng, 111 N. 7th Street, Suite 105, St. Louis, MO 63101.

8 Q. By whom are you employed and in what capacity?

9 A. I am employed by the Missouri Public Service Commission (“Commission” or
10 “PSC”) as a Regulatory Auditor.

11 **EDUCATIONAL BACKGROUND AND WORK EXPERIENCE**

12 Q. Please describe your educational background and experience.

13 A. I graduated from Lincoln University in Jefferson City, Missouri and received
14 a Master of Business Administration (MBA) degree with an emphasis in Accounting in
15 May 2004. In September 2000, I received a Higher National Diploma (HND) in Accountancy
16 from Ho Polytechnic, Ho, Ghana. I am also a licensed Certified Public Accountant in
17 the state of Missouri. I commenced employment with the Commission in September 2004.
18 Prior to employment with the Commission, I held various accounting and auditing positions.
19 Since joining the Commission, I have attended numerous professional and industry training
20 courses and seminars in accounting, auditing, tax, and utility-related subjects. Further details
21 about my educational background and professional experience are attached to this testimony
22 as Schedule KAB-1.

Surrebuttal Testimony of
Kofi A. Boateng

1 Q. What has been the nature of your duties while employed by the Commission?

2 A. It is my responsibility to assist with audits and examinations of the books
3 and records of utility companies operating under the Commission's jurisdiction within the
4 state of Missouri.

5 Q. Have you previously filed testimony before this Commission?

6 A. Yes. I have been assigned to a number of formal rate cases and small
7 informal rate cases since my employment began with the Commission. A listing of the cases
8 in which I have previously filed either testimony or recommendations before this
9 Commission is given in Schedule KAB-1, which is attached to this surrebuttal testimony.

10 Q. With reference to Case Nos. SR-2013-0321 and WR-2013-0322, have you
11 made an examination and analysis of the books and records of Lincoln County Sewer &
12 Water, LLC (LCSW or "the Company") in regard to its request for an increase in sewer and
13 water revenues in these rate cases?

14 A. Yes, in conjunction with other members of the Commission Staff ("Staff").

15 Q. Have you previously filed either direct or rebuttal testimony in these rate case
16 proceedings on the issue that you are going to address in this surrebuttal testimony?

17 A. No. I performed the analysis and developed the workpapers for the office rent
18 issue as well as the issues of electricity expense, and telephone and internet expense, among
19 others. Staff witness Lisa M. Ferguson's rebuttal testimony, filed on September 25, 2013,
20 addressed Staff's position on the issues of building rent expense, electricity expense,
21 telephone and internet expense during my absence, as I was unavailable at the time of
22 the filing.

1 Q. Are you familiar with the positions articulated by Staff witness Ferguson in
2 her rebuttal testimony on the issues of office rent, telephone expense and electricity expense?

3 A. Yes, I am very familiar with the content of Staff witness Ferguson's rebuttal
4 testimony as related to those issues, and I do agree with her testimony.

5 Q. What is the purpose of your surrebuttal testimony in Case No. SR-2013-0321?

6 A. The purpose of my testimony is to respond to the rebuttal testimony of
7 the Office of the Public Counsel ("OPC") witness William Addo regarding office rent
8 expense. I will also discuss Staff's latest attempt to obtain additional information on this
9 issue from the Company.

10 **OFFICE/BUILDING RENT**

11 Q. Do you agree with OPC Witness Addo that, since LCSW's lease agreement
12 for the office building is a "triple net lease," the Company could in fact be paying more than
13 the stated yearly rent of \$11,400?

14 A. Yes, I do. As explained in Mr. Addo's rebuttal testimony, a "triple net lease"
15 is a lease in which the tenant agrees to pay all or part of the taxes, insurance, and
16 maintenance expense associated with the use of the leasing property. These fees are paid in
17 addition to the tenant's regular monthly rent. Staff witness Ferguson, in her rebuttal
18 testimony on pages 4 and 5, was unequivocal regarding the additional financial responsibility
19 that has been encumbered upon the Company as a result of this type of rental lease
20 agreement. By rough estimation, LCSW could be paying approximately \$17,000 per year in
21 rent and associated expenses such as repairs, communal costs, etc., due to this lease
22 arrangement. This is \$5,600 more than the anticipated \$11,400 yearly expense that accounts
23 only for the rent of the property.

1 Q. Do you think this lease structure should be a major concern to the
2 Commission in deciding this subject matter?

3 A. Yes. This type of lease structure will result in a substantial financial burden
4 for the Company and its customers if the Commission were to grant the Company full
5 recovery of this expense.

6 In contrast to the potential annual cost of the Company's proposed lease expense
7 amount of approximately \$17,000, the Staff has proposed an \$8,100 rate allowance for office
8 rent expense per year (including utilities). This means that the Company is seeking over
9 double the amount of office rent expense recommended by Staff.

10 Q. Do you have any further comments?

11 A. Yes. Staff made a number of unscheduled visits to the office property, and,
12 on each of the visits, the office was closed. There were no LWSC personnel or customers
13 present on each occasion. Staff understands LCSW's office assistant does not work on a full
14 time basis, however, given the timesheets provided to Staff, it is reasonable to expect that
15 personnel would have been present on at least a few of the trips. In fact, there is no signage
16 on either the office building or a drop-box near the office building that displays the
17 Company's name, hours of operation or a phone number in order to contact the company.
18 Staff understands that public utilities are not required to post this information at their office
19 buildings; however, there is a reasonable expectation that companies will display this
20 information to customers for easy contact. It would be a good business practice for the
21 Company to have its name on the payment drop-box, which is situated next to the unnamed
22 office building, so customers will know definitively that the drop-box belongs to LCSW.

Surrebuttal Testimony of
Kofi A. Boateng

1 Q. OPC Witness Addo disagreed with Staff's annualized rent of \$7,200,
2 and described this recommendation as "unreasonable." Do you agree that this amount
3 is unreasonable?

4 A. No. Staff's annualized rent expense of \$7,200 is not vastly different from
5 OPC's position and is based on a monthly rental expense of \$600. This amount was further
6 increased by \$900 to a total of \$8,100, in order to account for utility expenses associated with
7 the office building. Staff's recommendation is based on available information obtained by
8 Staff concerning lease rates for available commercial office space in the Troy, Missouri area,
9 and Staff believes its recommended allowance for this item is reasonable.

10 Q. What is OPC's recommendation in rent and related expenses?

11 A. Interestingly, OPC recommends that an annualized amount of \$7,018 in rent
12 and related utility expenses be included in the Company cost of service calculation. That is,
13 assuming the Commission accepts its (OPC's) disallowance of \$1,140 for the office space
14 currently not being utilized by LCSW; otherwise, OPC annualized rent and related utility
15 expense would have totaled approximately \$8,000, which is approximately the same as that
16 of Staff.

17 Q. Do you disagree on any aspects of OPC's recommendation with regards to
18 office rent?

19 A. No. Staff does not oppose any of OPC's recommendation related to rent
20 expense. Staff and OPC used different methodology in determining the reasonable level of
21 expense to be included in the cost of service for rent on a going forward basis. If the
22 Commission does not adopt Staff's position regarding the office rent issue, Staff believes
23 OPC's approach is more reasonable than what the Company is proposing.

Surrebuttal Testimony of
Kofi A. Boateng

1 Q. Does Staff share OPC's view that the issue of LCSW leasing this property as
2 office space might not meet the requirements of a legitimate arm's length transaction?

3 A. Yes. I believe Staff witness Ferguson also alluded to the possibility that the
4 transaction may not meet that standard in her rebuttal testimony at page 6. Based on the
5 information acquired from the Lincoln County Recorder of Deeds office, it appears that
6 Mr. Dennis Kallash, an owner of LCSW, might also have some level of interest in the
7 property as a trustee outside of LCSW. Staff has issued data requests to LCSW to inquire
8 further into the ownership of the office space property, not all of which have been responded
9 to as of the date of this testimony.

10 Q. Can you point to some specific concerns that lead Staff to suspect that this
11 lease agreement is inconsistent with appropriate ratemaking procedures regarding
12 transactions with affiliates or related parties?

13 A. Yes. First, while Staff has not concluded that Mr. Kallash has or had a
14 controlling interest in the leased property office building, it is not also convinced, based on
15 available records obtained at the Lincoln County Assessor's office, that he has or had no
16 interest in the property. Second, as stated earlier in the testimony, Staff does not believe
17 that the yearly rent expense is reasonable for the Company of its size and customer level.
18 Third, Staff does not believe that the contract terms provide acceptable terms for cost for the
19 Company and its customers because, by the terms of the triple net lease agreement, the
20 Company could be liable for additional expenses totaling over \$5,600 a year for taxes,
21 insurance, and maintenance such as lawn mowing, snow shoveling, and many other
22 related expenses. Lastly, the Company's inability to have a competitive bid or lack of

1 support for realtors they contacted in search of an alternative office space demonstrate to
2 Staff that this lease agreement might not have been negotiated at arm's length.

3 Q. What is an affiliate, and who are related parties?

4 A. Financial Accounting Standards Board's (FASB's) Accounting Standards
5 Codification (ASC) 850, Related Party Disclosures, under Section 10 – 20 defines "affiliate"
6 as "a party that directly or indirectly through one or more intermediaries, controls, is
7 controlled by, or is under common control with an entity." The same section defines
8 "control" as "the possession, direct or indirect, of the power to direct or cause the direction of
9 the management and policies of an entity through ownership, by contract, or otherwise."

10 Section 850-10-20 gives examples of related parties as: affiliates of the entity; entities
11 for which investments in their equity securities would be required, absent the election of the
12 fair value option under the Fair Value Option Subsection; principal owners or the entity and
13 members of their immediate families; management of the entity and members of their
14 immediate families; trusts for the benefit of employees, such as person and profit-sharing
15 trusts that are managed by or under the trusteeship of management; other parties that can
16 significantly influence the management or operating policies of the transacting parties or that
17 have an ownership interest in one of the transacting parties and can significantly influence
18 the other to an extent that one or more the transacting parties might be prevented from fully
19 pursuing its own separate interest; etc.

20 Q. How do the Accounting Standards view related party transactions, in general?

21 A. In general terms, the Standards (ASC 850-10-50-5) state that transactions
22 involving related parties cannot be presumed to be carried out on an arm's length basis as the
23 requisite conditions of competitive, free-market dealings may not exist. Representations

1 about transactions with related parties, if made, shall not imply that the related party
2 transactions were consummated on terms equivalent to those that prevail in arm's length
3 transactions unless such representations can be substantiated.

4 Q. What is an arm's length transaction?

5 A. An arm's length transaction is a transaction that takes place usually between
6 two or more completely unrelated parties. This principle signifies that the final transfer of
7 assets or services would be valued at the fair market value. The arm's length transaction is a
8 principle that is very important in the marketplace, because it symbolizes that transactions in
9 the marketplace would provide consistent and meaningful data on a continuous basis into
10 the future as a reliable tool for comparison.

11 Questions arise if the parties involved in the transaction are related or affiliates of
12 one another that might lead to a discount for the transfer of an asset or service. The arm's
13 length transaction principle is most often referred to in the marketplace as the fair market
14 value of an item or service, which is determined at arm's length. The significance of the
15 arm's length principle is that it is used as the basis to determine the price of commodities
16 and services in a fair market, as the sale of one property affects the price of another within
17 the same market. If the parties to the transaction are related, chances are that there would
18 usually be a benefit for each party in the agreed upon price, thereby drawing the agreed upon
19 price away from the true fair market price in the marketplace.

20 Q. Has the LCSW provided the name of the owner of the rental property?

21 A. According to a response to Staff Data Request No. 2, the Company responds
22 that Mr. Mike Lordo owns the property. However, the Company did not provide any
23 supporting information regarding the ownership.

1 Q. Has Staff submitted further data requests to gather additional relevant
2 information from the Company on rent since filing of its rebuttal testimony?

3 A. Yes. Staff has submitted a number of data requests through its Staff
4 Counsel's office to the Company and has received some responses from LCSW. In one of its
5 data requests, Staff requested the Company provide any evidence to support their claim that
6 the current office space property was the only rental office property reasonably available at
7 the time the Company signed the triple net lease agreement. However, the response provided
8 by the Company to Staff indicates no evidence that a serious search was done at the time it
9 decided to look for an alternative office space to conduct the utility business.

10 Q. Why do you come to this conclusion?

11 A. The response to Staff Data Request No. 1 states in part, "the Kallash's talked
12 to several rental property owners about available space, but do not have any written notes
13 concerning who they talked to." Interestingly, within the same response, the Company
14 admits "for other properties that were available, utilities were not included in the monthly
15 rent." If a Company is diligently comparing several properties for purposes of assessing
16 the optimal office space capability, Staff finds it difficult to believe that the Company
17 would not have to write down information for comparison purposes in order to choose the
18 best location.

19 Q. At page 6 of his rebuttal testimony, Witness Addo quoted a section of the
20 Company witness Dale Johansen's direct testimony as LCSW's underlying reason for opting
21 to enter into this particular lease. Please comment.

22 A. In the quote referenced above, Mr. Johansen states that "the Company
23 believes its current office space is appropriate and that the \$950/month rent is reasonable."

Surrebuttal Testimony of
Kofi A. Boateng

1 As stated in Staff's rebuttal testimony filed on this issue, Staff believes that there was more
2 affordable alternative office space that existed at the time of rental, had the Company done a
3 more thorough search in the area.

4 Q. Are there any Staff data requests associated with this issue that have yet to be
5 responded to by the Company?

6 A. Yes. The Company was required to respond to Staff Data Request No. 31¹, by
7 Friday, October 18, 2013, but it has not done so as of the date of this testimony. This data
8 request sought information regarding whether or not Mr. Kallash or anyone related to the
9 Kallash family ever had any ownership or interest in the office building. A copy of Staff
10 Data Request No. 31 is attached to this testimony as Schedule KAB-2.

11 Q. Do you plan to inquire further into the subject of ownership or what interest, if
12 any, Mr. Kallash or a related party might have had or has in the rented office property?

13 A. Yes. Staff has been provided with conflicting information on ownership of
14 the property. Staff is still not convinced as to what the motivation was for LCSW to enter
15 into a triple net lease agreement whereby the Company assumed a large financial obligation
16 without any evidence of use of an independent "bidding" process to find what was available
17 to them at an affordable cost to the customers. Despite repeated attempts of the Staff to
18 obtain any support for the rental of the office, the Company has failed to support its position
19 as to the rationale for choosing the property it now utilizes as office space.

20 Q. Would Staff change its position if the Company were to provide adequate
21 proof that indeed Mr. Lordo owns the property, and that Mr. Kallash or a related party
22 currently has or in the past had no interest in the said property?

¹ Staff received additional response related to this Data Request a few hours prior to submission of this Surrebuttal testimony and has not yet had opportunity to review the documents.

Surrebuttal Testimony of
Kofi A. Boateng

1 A. No. Staff's position on this issue is abundantly clear; the amount of rental
2 expense involved in the lease is excessive for a company of its size and resource base.
3 Secondarily, the question of ownership creates an additional cause of concern for Staff as to
4 why this particular property was chosen by LCSW for its office space.

5 Q. Does this conclude your surrebuttal testimony?

6 A. Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Lincoln County)
Sewer and Water, LLC for Approval Of a Rate) Case No. SR-2013-0321
Increase)

AFFIDAVIT OF KOFI AGYENIM BOATENG, CPA, CIA

STATE OF MISSOURI)
) ss.
COUNTY OF St. Louis)

Kofi Agyenim Boateng, of lawful age, on his oath states: that he has participated in the preparation of the foregoing Surrebuttal Testimony in question and answer form, consisting of 18 pages to be presented in the above case; that the answers in the foregoing Surrebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of his knowledge and belief.


Kofi Agyenim Boateng, CPA, CIA

Subscribed and sworn to before me this 22nd day of October, 2013.




Notary Public

KOFIA A. BOATENG

EDUCATIONAL BACKGROUND AND EXPERIENCE

In May 2004, I received a Master's of Business Administration (MBA) degree with emphasis in Accounting from Lincoln University in Jefferson City, Missouri. I graduated from Ho Polytechnic, Ghana in September 2000, and received a Higher National Diploma (HND) in Accountancy. I commenced employment with the Missouri Public Service Commission Staff (Staff) in my current position of Utility Regulatory Auditor in September of 2004. Prior to employment with the Commission, I worked with the Missouri Department of Revenue, Scholastic Group, Inc., ACS-BPS (Ghana) Limited, and the Controller & Accountant General's Department, Ghana.

I am a Certified Public Accountant (CPA) licensed in the state of Missouri. I also hold Certified Internal Auditor (CIA), and Certified Fraud Examiner (CFE) designations. I am a member of the American Institute of Certified Public Accountants (AICPA), Missouri Society of Certified Public Accountants (MSCPA), The Institute of Internal Auditors (The IIA), and the Association of Certified Fraud Examiners (ACFE).

I have actively participated and assisted with audits and examinations of the books and records of utility companies operating under the Commission's jurisdiction within the state of Missouri in both formal and informal rate cases. I have also filed and given testimony before the Missouri Public Service Commission.

CASE PROCEEDING PARTICIPATION

KOFI A. BOATENG

		PENDING ISSUES
Union Electric Company d/b/a Ameren Missouri	ER-2012-0166	Staff Cost of Service Report (Direct, Rebuttal, & Surrebuttal); Maryland Height Energy Ctr. Plant; Entergy Case – Legal Fees & Refunds; Leases; Injuries & Damages; Insurance Expense; SO ₂ Tracker Adj.; Corporate Allocation; Storm Costs-Annualization & Amortization; Cash Working Capital (CWC)
Atmos Energy Corporation/Liberty Energy (Midstates) Corporation	GM-2012-0037	Acquisition Case
Union Electric Company d/b/a Ameren Missouri	ER-2011-0028	Staff Cost of Service Report (Direct & Rebuttal); Electric Revenue (Customer Growth), MISO Day Revenues & Expenses; Gross Receipt Taxes (GRT); Pension & OPEB Trackers & Expenses; Uncollectible Accounts, FAC Elimination; and Unbilled Revenues (All Stipulated)
Union Electric Company d/b/a AmerenUE	GR-2010-0363	Direct Report: Gas Revenues (growth), Other Revenues, Pension & OPEB Expense, Incentive Compensation, Gross Receipt Taxes, Unbilled Revenues
KMB Utility Corporation	SR-2010-0345 WR-2010-0346	Staff Memorandum/ Expenses
Union Electric Company d/b/a AmerenUE	GO-2010-0257	Staff Recommendation: Infrastructure System Replacement Surcharge (ISRS) Application
Union Electric Company d/b/a AmerenUE	ER-2010-0036	Direct Report: Electric Revenues (growth), Other Revenues – MISO related Revenues and Expenses, Bad Debt, Pension & OPEB, Incentive Compensation

CASE PROCEEDING PARTICIPATION

KOFI A. BOATENG

	CASE NO.	PENDING TYPE/ISSUES
Kansas City Power & Light Company	ER-2009-0089	Direct Report: Electric Revenues (growth), Other Revenues, Bad Debt Expense, Forfeited Discount, Gross Receipt Taxes, Electronic Card Acceptance Program, Fly Ash Sales
KCP&L Greater Missouri Operation Company – MPS & L&P	ER-2009-0090	Direct Report: Electric Revenues (growth), Other Revenues, Bad Debt Expense, Forfeited Discount, Gross Receipt Taxes, Electronic Card Acceptance Program, Inter-Company Off-System Sales Revenue and Off-System Fuel & Purchased Power
Missouri-American Water Company	WR-2008-0311	Testimony: Revenues, Gross Receipt Taxes, Bad Debt Expense, Chemical Expense, Uncountable-For-Water
Gladlo Water & Sewer Company	WR-2009-0418 SR-2009-0419	Staff Memorandum
Missouri Gas Utility	GR-2008-0060	Testimony: Materials & Supplies, Gas Inventory, Prepayments, Customer Deposits, Payroll, Advertising, Property Taxes, Rate Case Expense.
Roy-L Utilities, Inc.	QS-2008-0001 QW-2008-0002	Staff Memorandum
Laclede Gas Company	GR-2007-0208	Testimony: Customer Deposits, Payroll & Payroll Taxes, Incentive Compensation, Dues & Donations, Miscellaneous Expenses, Lobbying, Equity Plan, Directors' Fees, and Customer Deposit Interest
Bilyeu Water Co. LLC	WA-2007-0270	Certificate Case: No Staff Memorandum
Aquila, Inc., d/b/a Aquila Networks-MPS and Aquila Networks-L&P	ER-2007-0004	Testimony: Materials and Supplies, Prepayments, Customer Deposits, Advertising, Dues & Donations, Postage, PSC Assessment, Rate Case Expense, Customer Deposit Interest Expense
Gladlo Water & Sewer Company	QS-2007-0001 QW-2007-0002	Staff Memorandum (Case Still Pending)

CASE PROCEEDING PARTICIPATION

KOFI A. BOATENG

		OPENING DATE	PENDING ISSUES
Algonquin Water Resources of Missouri, LLC	WR-2006-0425	Testimony: Revenues, Electric Expense, Office Rents, Postage, Telephone Expense, Rate Case Expense	
The Empire District Electric Company	ER-2006-0315	Testimony: Plant and Depreciation, Reserve, Cash Working Capital, Property Taxes, Advertising, Dues and Donations, Outside Services, Banking Fees, Promotional Giveaways, Transmission Billing Adjustment, Maintenance	
New Florence Telephone Company	TC-2006-184	Stipulation and Agreement	
Cedar Green Land Acquisition, LLC	WA-2013-0117 SA-2013-0354	Certificate Case (Still Pending)	
Suburban Water and Sewer Company	WR-2005-0455	Staff Memorandum	
Noel Water Company, Inc.	WR-2005-0452	Staff Memorandum	
Aquila, Inc., d/b/a Aquila Networks-L&P	HR-2005-0450	Testimony: Materials and Supplies, Prepayments, Customer Deposits, Customer Deposits Interests, Customer Advances, PSC Assessments, Rate Case Expense	
Aquila, Inc., d/b/a Aquila Networks-MPS and Aquila Networks-L&P	ER-2005-0436	Testimony: Materials and Supplies, Prepayments, PSC Assessments, Rate Case Expense	
Public Service Commission of the State of Missouri v. Cass County Telephone Company Limited Partnership	TC-2005-0357	Stipulation and Agreement	
Southtown Utilities, Inc.	WA-2005-0268	Staff Memorandum	
Aqua Missouri Company, Inc. (Water and Sewer)	QS-2005-0008 QW-2005-0009 QS-2005-0010 QW-2005-0011	Staff Memorandum	

Missouri Public Service Commission**Data Request**

Data Request No. 0031
Company Name Lincoln County Sewer & Water, LLC-(Water)
Case/Tracking No. WR-2013-0322
Date Requested 10/10/2013
Issue Expense - A&G - Leases
Requested From Dean Cooper
Requested By Amy Moore
Brief Description Ownership of leased property

Description 1. Has Dennis Kallash, Toni Kallash, or anyone related to the Kallash family ever had any ownership or material interest in the 202 Sunswept property currently leased by LCSW? If yes, please provide detailed support showing the time period and the kind of interest that the individual(s) had in the property. 2. Has Dennis Kallash or anyone related to him ever been a grantor or trustee of any sort or in management position over this 202 Sunswept property? If yes, when was the last time that the relationship ceased? Requested by Kofi Boateng; kofi.boateng@psc.mo.gov

Due Date 10/18/2013

The attached information provided to Missouri Public Service Commission Staff in response to the above data information request is accurate and complete, and contains no material misrepresentations or omissions, based upon present facts of which the undersigned has knowledge, information or belief. The undersigned agrees to immediately inform the Missouri Public Service Commission Staff if, during the pendency of Case No. WR-2013-0322 before the Commission, any matters are discovered which would materially affect the accuracy or completeness of the attached information.

If these data are voluminous, please (1) identify the relevant documents and their location (2) make arrangements with requestor to have documents available for inspection in the Lincoln County Sewer & Water, LLC-(Water) office, or other location mutually agreeable. Where identification of a document is requested, briefly describe the document (e.g. book, letter, memorandum, report) and state the following information as applicable for the particular document: name, title number, author, date of publication and publisher, addresses, date written, and the name and address of the person(s) having possession of the document. As used in this data request the term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies or data, recordings, transcriptions and printed, typed or written materials of every kind in your possession, custody or control or within your knowledge. The pronoun "you" or "your" refers to Lincoln County Sewer & Water, LLC-(Water) and its employees, contractors, agents or others employed by or acting in its behalf.

Security Public
Rationale NA

Schedule KAB-2 Page 1 of 1