

Attachment 1

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

Cody's Cabins, L.L.C.,)	
Charles Chodrick, and Brenda Chodrick,)	
)	
Complainants,)	
)	<u>Case No. WC-2016-0132</u>
v.)	
)	
Branson Cedars Resort Utility Company LLC,)	
)	
Respondent.)	

NOTICE OF JOINT STIPULATION AND AGREEMENT

COMES NOW the Staff of the Missouri Public Service Commission ("Staff"), by and through undersigned counsel, and submits the attached Joint Stipulation and Agreement.

1. On November 30, 2015 Cody's Cabins, L.L.C. ("Cody's Cabins"), and Charles and Brenda Chodrick ("Chodricks") filed a formal complaint (together, "Complainants"), against Branson Cedars Resort Utility Company, LLC ("Branson Cedars").

2. On January 22, 2016, Staff filed its *Staff Report* with its observations and conclusions regarding the underlying facts of the matter, with recommendations for resolution.

3. On March 10, 2016, Branson Cedars filed notice not objecting to Staff's recommendation.

4. On March 16, 2016, Cody's Cabins filed notice agreeing with Staff's recommendation.

5. On March 16, 2016, the Commission issued an order cancelling the scheduled prehearing conference for March 23, 2016, and indicated the case would remain open until a stipulation and agreement or motion for dismissal by Cody's Cabins was filed with the Commission.

6. The parties have executed a Stipulation and Agreement, memorializing the Staff Report recommendation, and including a statement from Cody's Cabins to dismiss the matter.

7. Staff offers the attached Stipulation and Agreement for the Commission's consideration.

WHEREFORE, Staff offers the Stipulation and Agreement, and respectfully requests the matter closed.

Respectfully Submitted,

/s/ Jacob T. Westen

Jacob T. Westen
Senior Counsel
Missouri Bar No. 65265
Attorney for the Staff of the
Missouri Public Service Commission
P.O. Box 360
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand delivered, transmitted by facsimile or electronically mailed to all counsel of record this 1st day of April, 2016.

/s/ Jacob T. Westen

Cody's Cabins, LLC, Charles Chodrick, and
Brenda Chodrick,

Complainants,

V.

Branson Cedars Resort Utility Company, LLC,

Respondent

Case No. WC-2016-0132

STIPULATION AND AGREEMENT

COME NOW Cody's Cabins, LLC, Charles Chodrick, and Brenda Chodrick (Cody's), Branson Cedars Resort Utility Company, LLC (BCRU), and the Staff of the Missouri Public Service Commission (Staff), 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. BCRU will cease treating that portion of Cabin 20, as described in documents within this case and owned by Cody's, as a separate "commercial laundry facility" customer for the purposes of billing water and sewer services
2. Following the execution of this Stipulation and Agreement, BCRU will remove any unpaid charges associated with the portion of Cabin 20 in question.
3. Filing of this fully executed Stipulation and Agreement shall serve as notice to the Commission that Cody's dismisses case no. WC-2016-0132.
4. The Signatories agree that the provisions of BCRU's current approved water tariff, specifically PSC MO No. 1 Original Sheet No. 4, and of BCRU's current approved sewer tariff, specifically PSC MO No. 2 Original Sheet No. 4, both referencing "private laundry

facilities associated with cabin owners (two)” as a Class 1.0 (water and sewer) Commercial Customer, will no longer apply to Cody’s Cabin 20 due to the present configuration of the building and its present use by Cody’s.

5. This Stipulation and Agreement is being entered into solely for the purpose of settling the issues in this formal complaint case. 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 Unanimous Stipulation and Agreement is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Unanimous 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

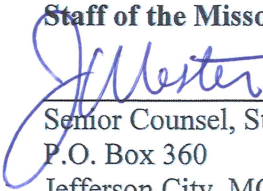
though this Stipulation and Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation and Agreement shall become privileged as reflecting the substantive content of settlement discussions and 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.

9. The Staff also shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests; provided, that the Staff shall, to the extent reasonably practicable, provide the other Signatories with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to Commission Rule 4 CSR 240-2.135.

Signatories to Stipulation and Agreement – Case No. WC-2016-0132

Staff of the Missouri Public Service Commission

 Jacob Weston
Senior Counsel, Staff Counsel's Office
P.O. Box 360
Jefferson City, MO 65101

4.1.2016
Date

Branson Cedars Resort Utility Company, LLC


Name

Michael Hyams / COO - member
Title (Officer / Member)

3-30-2016
Date

769 State Highway 86
Ridgedale, MO 65739

Cody's Cabins, LLC

Name

Title

Date

1916 S. Boomer Road
Enid, OK 73703

Charles Chodrick

Date

Brenda Chodrick

Date

practicable, provide the other Signatories with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to Commission Rule 4 CSR 240-2.135.

Signatories to Stipulation and Agreement – Case No. WC-2016-0132

Staff of the Missouri Public Service Commission

Senior Counsel, Staff Counsel's Office
P.O. Box 360
Jefferson City, MO 65101

Date

Branson Cedars Resort Utility Company, LLC

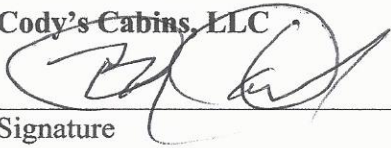
Signature

Print Name

Title (Officer / Member)

Date

769 State Highway 86
Ridgedale, MO 65739

Cody's Cabins, LLC


Signature

CHARLES M. CHODRICK

Print Name

PARTNER

Title

3-30-16

Date

1916 S. Boomer Road
Enid, OK 73703

Charles Chodrick



Brenda Chodrick



3-30-16
Date

3-30-16
Date