BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

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In the Matter of Missouri-American Water Company's Request for Authority to Implement General Rate Increase for Water and Sewer Service Provided in Missouri Service Areas.

Case No. WR-2022-0303

<u>STIPULATION AND AGREEMENT</u> AS TO RATE DESIGN AND CLASS COST OF SERVICE

COME NOW Missouri-American Water Company ("MAWC" or the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), the Midwest Energy Consumers Group, City of St. Joseph, Public Water Supply District No. 2 of Andrew County, City of Riverside, the Missouri Industrial Energy Consumers, and Consumers Council of Missouri (collectively, the "Signatories"), by and through their respective counsel, and, for their *Stipulation and Agreement as to Rate Design and Class Cost of Service* (this "Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

1. The Empire District Electric Company d/b/a Liberty, Sunnydale Properties, and Triumph Foods, LLC are not Signatories to this Stipulation. However, counsel for each have stated that they do not object to this Stipulation.

2. This Stipulation is being entered into for the purpose of settling issues 13 and 14, as described in the *List of Issues, List and Order of Witnesses, Order of Opening, and Order of Cross-Examination* filed in this case on February 16, 2023.

3. Admission of Testimony: The Signatories consent to the admission of, and request that the Commission admit into the record in this proceeding, without the need for witnesses to take the stand, all written testimony that has been filed herein.

4. Rate Design and Revenue Allocations: The agreed to distribution of the rate

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change resulting from this case, resulting volumetric rates, as well as the agreed to customer charges, are reflected in **Attachment A** (water) and **Attachment B** (sewer).

5. **Cost of Service:** The Company agrees in the next general rate case to file its twostep cost of service analysis filed in this case and to file an additional cost-of-service analysis based on a single step allocation process to customer class that was used in Case No. WR-2017-0285 (referred to as the GF model). The Company agrees to benchmark the two modeling approaches which will include a comparison of allocated costs by function and classification, as well as a detailed discussion of the differences between models.

6. **Community Data:** MAWC agrees to meet with Staff, OPC, and any interested stakeholders at least three times before it files its next general rate case to discuss MAWC specific community data as it pertains to Rate A customers in both districts. These meetings shall be completed six months before MAWC files its next general rate case. Topics for discussion include, but are not limited to: primary bill usage frequency distribution data at various intervals (annually, monthly, etc.); secondary census tract information (or other relevant aggregated demographic data); identifying rough approximations of customer types (residential, non-residential) within Rate A; and an emphasis on low income and/or retiree customers. MAWC agrees to make aggregated data (non-personal data) results available to stakeholders no later than when it files its next rate case.

General Terms

7. Unless otherwise explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue recovery, or revenue-related methodology. Except as explicitly provided herein,

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none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding. This Stipulation has resulted from extensive negotiations among the parties, and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation unconditionally and without modification, or if the Commission approves the Stipulation with modifications or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

8. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510, as to the issues settled by this Stipulation only. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues not explicitly addressed by this Stipulation. The Signatories agree that all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

9. This Stipulation and its attachments contain the entire agreement of the Signatories concerning the issues addressed herein.

10. 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, investigatory powers or other statutory

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powers 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.

WHEREFORE, the Signatories respectfully request the Commission to issue an Order approving this Stipulation and Agreement and authorizing the Company to file tariffs to implement the terms hereof.

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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on March 10, 2023, to counsel for all parties.

Q1.Com

WATER RATES

Meter Charges

Meter Size	Rate A	Rate B	Rate J
5/8"	\$10.00	\$10.00	\$24.53
3/4"	\$13.61	\$13.61	\$33.38
1"	\$18.42	\$18.42	\$45.19
1.5"	\$30.47	\$30.47	\$74.73
2.0"	\$44.92	\$44.92	\$110.18
3.0"	\$79.00	\$79.00	\$193.77
4.0"	\$126.79	\$126.79	\$310.98
6.0"	\$247.19	\$247.19	\$606.30
8.0"	\$421.71	\$421.71	\$1,034.36
10.0"	\$708.57	\$708.57	\$1,737.95
12.0"	\$850.28	\$850.28	\$2,085.54
Flat Rate	\$43.50		

Private Fire Charges

Meter Size	Rate	
2.0"	\$7.80	
3.0"	\$25.17	
4.0"	\$31.01	
6.0"	\$69.81	
8.0"	\$124.22	
10.0"	\$194.03	
12.0"	\$279.42	
Hydrant	\$69.82	

Volumetric Charges

	Current Rates		Settlement		
_	Base	WSIRA	Total	Proposed	vs. Current
St. Louis County					
Rate A	\$5.6290	\$1.2726	\$6.9016	\$7.7604	\$0.8588
Rate B	\$2.6194	\$0.4772	\$3.0966	\$2.7176	(\$0.3790)
Rate J	\$1.7797	\$0.3394	\$2.1191	\$2.0012	(\$0.1179)
Other Missouri					
Rate A	\$6.2469	\$0.7058	\$6.9527	\$8.3781	\$1.4254
Rate B	\$2.6194	\$0.2274	\$2.8468	\$2.7176	(\$0.1292)
Rate J	\$2.8268	\$0.2465	\$3.0733	\$2.9572	(\$0.1161)

Flat Rate Customers

Location	Rate
White Branch	\$43.50
Rankin Acres	\$43.50
Monsees Lake	\$43.50
Table Rock Estates	\$32.00

SEWER RATES

Customer Charges

Meter Size	Arnold	RT 2.1	RT 3.1
Residential Flat Rate	\$39.09	\$65.36	\$53.83
Commercial Minimum		\$65.36	\$53.83
5/8"		\$65.36	\$53.83
3/4"		\$90.78	\$76.38
1"		\$132.67	\$111.63
1.5"		\$237.48	\$199.82
2.0"		\$363.26	\$305.66
3.0"		\$640.00	\$538.52
4.0"		\$1,048.59	\$882.32
6.0"		\$1,744.46	\$1,467.85

Volumetric Charges

Usage	Arnold	RT 2.1	RT 3.1
Over 5,000 Gal.	\$7.4971		
Over 6,000 Gal.		\$10.6846	\$7.6318

Notes

Sheet RT 2.1 includes Cedar Hill, Jefferson City, Cole, Callaway and Benton Counties, Emerald Pointe, Branson Canyon, Incline Village, Ozark Meadows, Platte County, Stonebridge Village, Saddlebrooke Village, Wardsville, Pevely Farms, Homestead Estates, Radcliffe Estates, Rogue Creek, Hiller's Creek, Taos, Purcell, and Monsees Lake Estates.

<u>Sheet RT 3.1</u> includes Pettis County (Maplewood, Quail Run, Brooking Park, Westlake Village), Fenton, Hickory Hills, Temple Terrace, Anna Meadows, Jaxson Estates, Timber Springs, Clinton Estates, Trimble, Centennial Acres, Lawson, Garden City, Hallsville, Orrick, Eureka, Stewartsville, and Smithton.