

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

In the Matter of the Rate Increase                                    )  
for Oakbrier Water Company, Inc.                                    )     **File No. WR-2012-0267**

**NOTICE OF UNANIMOUS AGREEMENT REGARDING DISPOSITION  
OF SMALL WATER COMPANY REVENUE INCREASE REQUEST**

COMES NOW the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”), by and through counsel, and submits this *Notice of Unanimous Agreement Regarding Disposition of Small Water Company Revenue Increase Request* (“Notice”) and respectfully states the following in support thereof:

1.     On January 31, 2012,<sup>1</sup> Oakbrier Water Company, Inc. (“Oakbrier” or “Company”) initiated a small company rate increase action pursuant to Commission Rule 4 CSR 240-3.050.<sup>2</sup>
  
2.     In its Rate Increase Request Letter, Oakbrier sought Commission approval of an increase of \$2,160 in its annual water system operating revenues.
  
3.     Upon completion of its investigation of the Company’s requests, Staff provided the Company’s and the Office of the Public Counsel (“Public Counsel”) with materials related to Staff’s investigation, as well as Staff’s initial recommendation for the resolution of the revenue increase request.

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<sup>1</sup> All dates are in 2012, unless otherwise noted.

<sup>2</sup> The owner of Oakbrier Water Co., Inc. also owns R.D. Sewer Company and Lakeland Heights Water Co. Inc. Also on January 31, R.D. Sewer filed for a rate increase in File No. SR-2012-0263 and Lakeland Heights Water Co., Inc. filed for a rate increase in File No. WR-2012-0266. Separate disposition agreements have been filed in those cases.

4. On August 28, the Staff and the Company filed a disposition agreement that included comprehensive accounting schedules, a review of customer service and business operation and example tariffs designed to implement the agreed-upon revenue requirements.

5. Public Counsel did not join in the agreement. Instead, on October 4, Public Counsel filed motions requesting the Commission to suspend the tariffs and schedule local public hearings, which were held on October 29 and 30.

6. After negotiations, the parties moved on November 14 to stay the evidentiary hearing set in this case. The Commission granted the motion the same day.

7. All parties subsequently reached a *Unanimous Agreement Regarding Disposition of Small Water Company Revenue Increase* (“Unanimous Agreement”), which is attached here as Appendix A and incorporated by reference. Appendix A also includes various attachments related to the Unanimous Agreement, and affidavits from Staff members that investigated this matter.

8. As agreed upon by the parties to this case, the Unanimous Agreement provides for an increase of \$1,162 in the Company’s annual operating revenues.

9. The Unanimous Agreement provides for tariff sheets to become effective December 14, 2012, which is less than the 30 days required by statute and rule.<sup>3</sup> In a separate pleading filed today in this matter, the parties have requested a waiver of the 30-day requirement.

10. The Company is current on its payment of Commission assessments and on its filings of annual reports and statements of revenue. The Company has no other cases pending before the Commission at this time.

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<sup>3</sup> Section 393.140(11) RSMo, Rule 4 CSR 240-3.050(13).

11. Staff has notified both the Company and Public Counsel of this filing, and neither objected to this filing.

**WHEREFORE**, Staff submits this Notice and the attached Appendix A for the Commission's consideration, and requests that the Commission enter an Order adopting the terms agreed upon by Staff, the Company and Public Counsel, including an expedited effective date for the tariff sheets.

Respectfully Submitted,

**STAFF OF THE MISSOURI  
PUBLIC SERVICE COMMISSION**

/s/ John D. Borgmeyer

John D. Borgmeyer  
Legal Counsel  
Missouri Bar No. 61992

Attorney for the Staff of the  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102  
Telephone: (573) 751-5472  
Fax: (573) 751-9285  
Email: john.borgmeyer@psc.mo.gov

**CERTIFICATE OF SERVICE**

I hereby certify that true and correct copies of the foregoing were served electronically to all counsel of record this 27<sup>th</sup> day of November, 2012.

/s/ John D. Borgmeyer

APPENDIX A

CASE No. WR-2012-0267

# UNANIMOUS DISPOSITION AGREEMENT WITH ATTACHMENTS AND STAFF AFFIDAVITS

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### Staff Participant Affidavits

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# Unanimous Disposition Agreement

**UNANIMOUS AGREEMENT REGARDING DISPOSITION  
OF SMALL WATER COMPANY REVENUE INCREASE REQUEST**

**OAKBRIER WATER COMPANY, INC.**

**MO PSC FILE NO. WR-2012-0267**

**BACKGROUND**

Oakbrier Water Company, Inc. ("Company") initiated the small company revenue increase request ("Request") for water service that is the subject of the above-referenced Missouri Public Service Commission ("Commission") File Number by submitting a letter to the Secretary of the Commission in accordance with the provisions of Commission Rule 4 CSR 240-3.050, Small Utility Rate Case Procedure ("Small Company Procedure"). In its request letter, which was received at the Commission's offices on January 31, 2012, the Company set forth its request for an increase of \$2,160 in its total annual water service operating revenues. The Company also acknowledged that the design of its customer rates, its service charges, its customer service practices, its general business practices and its general tariff provisions would be reviewed during the Commission Staff's ("Staff") review of the revenue increase request, and thus could be the subject of Staff recommendations. The Company provides service to approximately 60 residential customers located in Poplar Bluff, Missouri.

Pursuant to the provisions of the Small Company Procedure and related internal operating procedures, Staff initiated an audit of the Company's books and records, a review of the Company's customer service and general business practices, a review of the Company's existing tariff, an inspection of the Company's facilities and a review of the Company's operation of its facilities. (These activities are collectively referred to hereinafter as "Staff's Investigation of the Company's Request" or "Staff's investigation.")

Upon completion of Staff's investigation of the Company's Request, Staff provided the Company and the Office of the Public Counsel ("Public Counsel") with information regarding Staff's investigation and the results of the investigation, including Staff's initial recommendations for the resolution of the Company's Request.

## **RESOLUTION OF THE COMPANY'S RATE INCREASE REQUEST**

Pursuant to negotiations held subsequent to the Company's and Public Counsel's receipt of the above-referenced information regarding Staff's investigation of the Company's Request, Staff, Public Counsel and the Company hereby state the following agreements:

- (1) The resulting agreed-upon annualized operating revenue increase of \$1,162 is just and reasonable and designed to recover the Company's cost of service;
- (2) The current PSC MO Number 1 tariff will be cancelled and replaced by PSC MO Number 2 tariff and is included in the example tariff sheets in Attachment A;
- (3) The rates included in the example tariff, specifically on tariff sheet 4 attached hereto and included in Attachment A, are just and reasonable, and the provisions of the attached example tariff also properly reflect all other agreements set out herein, where necessary;
- (4) The rates set out in the attached example tariff, specifically on tariff sheet 4 included in Attachment A, are designed to generate revenues sufficient to recover the annualized cost of service for the Company, and equates to a 7.49% increase in annual operating water revenues;
- (5) The rates included in the attached example tariff, specifically on tariff sheet 4 included in Attachment A, will result in the residential customer impacts shown on the billing comparison worksheet attached hereto as Attachment B and incorporated by reference herein;
- (6) The agreed-upon net rate base is \$8,683, the development of which is shown on the rate base worksheet attached hereto as Attachment C and incorporated by reference herein;
- (7) The schedule of depreciation rates attached hereto as Attachment D and incorporated by reference herein, which includes the depreciation rates used by Staff in its revenue requirement analysis, shall be the prescribed schedule of water plant depreciation rates for the Company;
- (8) Within thirty (30) days of the effective date of an order approving this Unanimous Disposition Agreement, the Company shall implement the recommendations contained in the Engineering & Management Services Unit ("EMSU") Report attached hereto as Attachment E and incorporated by reference herein:
  - (a) The Company will utilize a standard time sheet to record and maintain the time expended by its employees and contractors at each of the water and sewer systems it operates that will facilitate summarization and analysis;



(9) On the effective date of the order from the Commission approving this Unanimous Disposition Agreement, the Company shall implement the following recommendations from the Commission's Auditing Unit:

- (a) The Company will discontinue making personal purchases from the Company's business account; and
- (b) The Company will maintain utility plant records and customer account records, and keep all books and records, including plant property records, in accordance with the NARUC Uniform System of Accounts, Water 1973, revised 1976;

(10) Within ninety (90) days of the effective date of an order approving this Unanimous Disposition Agreement, the Company shall obtain estimates for accounting services including estimates for financial statement preparation and tax form preparation and provide copies of the estimates to the Manager of the Commission's Auditing Unit;

(11) Within ninety (90) days of the effective date of an order approving this Unanimous Disposition Agreement, the Company shall implement the recommendations contained in the EMSU Report attached hereto as Attachment E and incorporated by reference herein:

- (a) The Company will complete an analysis of automated billing systems that could be cost-effectively implemented to manage the calculation and preparation of customer bills and maintenance of records; and
- (b) The Company will review the present bill format to determine if information regarding delinquent dates can be provided more clearly. This review should be conducted in conjunction with the analysis and implementation of an automated billing system;

(12) The Company shall mail its customers a final written notice of the rates and charges included in its proposed tariff revisions prior to or with its next billing cycle after issuance of the Commission order approving the terms of this Unanimous Disposition Agreement. The notice shall include a summary of the impact of the proposed rates on an average residential customer's bill. When the Company mails the notice to its customers, it shall also send a copy to Staff Case Coordinator who will file a copy in this case;

(13) Staff or Public Counsel may conduct follow-up reviews of the Company's operations to ensure that the Company has complied with the provisions of this Unanimous Disposition Agreement;

(14) Staff or Public Counsel may file a formal complaint against the Company, if the Company does not comply with the provisions of this Unanimous Disposition Agreement;

(15) The Company, Staff and Public Counsel agree that they have read the foregoing Unanimous Agreement Regarding Disposition of Small Water Company Revenue Increase Request; that facts stated therein are true and accurate to the best of the Company's, Staff's and Public Counsel's knowledge and belief; that the foregoing conditions accurately reflect the agreement reached between the Company, Public counsel and Staff; and that the Company freely and voluntarily enters into this agreement; and

(16) The above agreements satisfactorily resolve all issues identified by Staff , Public Counsel and the Company regarding the Company's Request, except as otherwise specifically stated herein.

### **ADDITIONAL MATTERS**

Other than the specific conditions agreed upon and expressly set out herein, the terms of this Unanimous Disposition Agreement reflect compromises between Staff, Public Counsel and the Company. In arriving at the amount of the annual operating revenue increase specified herein no party has agreed to any particular ratemaking principle.

The Company and Staff acknowledge that they have previously agreed to an extension of the normal "Day 150" date by which an agreement regarding the resolution of a small company revenue increase request is to be reached. A copy of the extension agreement can be found in the above-referenced EFIS Case No. for the Request and was filed with the Commission on April 10, 2012.

The Company acknowledges that the Staff will be filing this Unanimous Disposition Agreement and the attachments hereto. The Company also acknowledges that Staff or Public Counsel may make other filings in this case.

Additionally, the Company agrees that, subject to the rules governing practice before the Commission, Staff and Public Counsel shall have the right to provide whatever oral explanation the Commission may request regarding this Unanimous Disposition Agreement at any agenda meeting at which this case is noticed to be considered by the Commission. Subject to the rules governing practice before the Commission, Staff and Public counsel will be available to answer Commission questions regarding this Unanimous Disposition Agreement. To the extent reasonably practicable, Staff shall provide the Company with advanced notice of any such agenda meeting so that they may have the opportunity to be present and/or represented at the meeting.

Small Company Revenue Increase Disposition Agreement  
MO PSC File No. WR-2012-0267  
Oakbrier Water Company, Inc. – Page 5 of 5

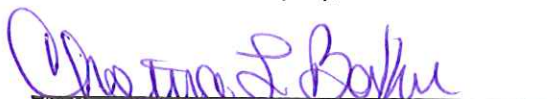
**SIGNATURES**

Agreement Signed and Dated:



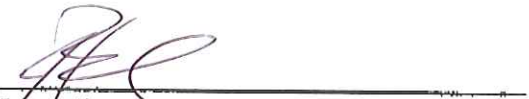
Rodger Owens  
President  
Oakbrier Water Company, Inc.

11-26-12  
Date



Christina L. Baker  
Senior Public Counsel  
The Office of The Public Counsel

11-26-12  
Date



James Busch  
Manager  
Water & Sewer Unit  
Missouri Public Service Commission Staff

11-26-12  
Date

**List of Attachments**

- Attachment A – Example Tariff Sheets
- Attachment B – Billing Comparison Worksheet
- Attachment C – Rate Base Worksheet
- Attachment D – Schedule of Depreciation Rates
- Attachment E – EMSU Report

# Agreement Attachment A

## Example Tariff Sheets

Name of Utility: Oakbrier Water Company  
Service Area: All Missouri Service Areas

Rules and Regulations Governing Rendering of  
Water Service

INDEX

Sheet No.

- 1 ..... Index
- 2 ..... Map of Service Area
- 3 ..... Legal Description of Service Area
- 4 ..... Schedule of Rates
- 5 ..... Schedule of Service Charges

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9	2.	General Rules and Regulations
10	3.	Company Employees and Customer Relations
11	4.	Applications for Service
12	5.	Inside Piping and Water Service Lines
17	6.	Improper or Excessive Use
17	7.	Discontinuance of Service by Company
18	8.	Termination of Water Service at Customer's Request
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26	11.	Meters and Meter Installations
29	12.	Meter Tests and Test Fees
30	13.	Bill Adjustments Based on Meter Tests
31	14.	Extension of Water Mains

\* Indicates new rate or text  
+ Indicates change

DATE OF ISSUE September 4, 2012  
Month Day Year

DATE EFFECTIVE October 22, 2012  
Month Day Year

ISSUED BY Rodger Owens President  
name of officer title

PO Box 24 Wappapello, MO 63966  
address

Name of Utility: Oakbrier Water Company  
Service Area: All Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service	
Map of Service Area	
* Indicates new rate or text + Indicates change	

DATE OF ISSUE September 4, 2012  
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Name of Utility: Oakbrier Water Company  
Service Area: All Missouri Service Areas

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

Boundary Description

All that part of the Southeast Quarter of Section 35, Township 26 North, Range 6 East of County Road 543.

AND ALSO,

All that part of the South one-half of the North one-half and the South one-half of Section 35, Township 26 North, Range 6 East lying West of County Road 543.

AND ALSO,

All of the Northeast Quarter of Section 34, Township 26 North, Range 6 East. Except the north half of the northwest quarter of the northwest quarter of the northeast quarter, the north half of the northeast quarter of the northwest quarter of the northeast quarter, the north half of the northwest quarter of the northeast quarter of the northeast quarter, and the north half of the northeast quarter of the northeast quarter of the northeast quarter of Section 34, Township 26 North, Range 6 East.

AND ALSO,

The North half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 2, Township 25 North, Range 6 East.

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- + Indicates change

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Name of Utility: Oakbrier Water Company  
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Rules and Regulations Governing Rendering of  
Water Service

Schedule of Rates

Applicable to all water Customers located in the Company's Oakbrier Estates service area.

Monthly minimum \$15.07  
(includes 2,000 gallons)

Commodity Charge \$3.39  
(per 1,000 gallons over 2,000 gallons)

Taxes:

Any applicable Federal, State, or local taxes computed on billing basis shall be added as separate items in rendering each bill.

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Rules and Regulations Governing Rendering of  
Water Service

Schedule of Service Charges

The following Miscellaneous Charges apply as authorized and Described elsewhere in the Company's filed Rule and Regulations:

New Service Connection Fee	Actual Cost
Consists of the costs incurred by the Company for construction including parts, material, labor and equipment, but excluding the cost of the meter. See Rule 5 B. 1. and 5 B. 3.	
Service Connection Inspection Fee See Rule 5 B. 2 and 5 B. 3.	\$25
Water Service Line Inspection Fee See Rule 5 C.	\$25
Turn-On Fee	\$30
Turn-Off Fee	\$30
Meter Test Fee	\$25
Late Charges The late charge is calculated monthly with the greater amount above being added to the delinquent bill	\$5 or 3%
Returned Check Charges	\$25
Service Calls for Damages caused by Customer	Actual cost but not less than \$25

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Name of Utility: Oakbrier Water Company  
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Rules and Regulations Governing Rendering of  
Water Service

Rule 1 DEFINITIONS

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity which has applied for service; two or more APPLICANTS may make one application for a main extension.
- B. The "COMPANY" is Oakbrier Water Company, acting through its officers, managers, or other duly authorized employees or agents.
- C. The "CURB STOP" is a valve on the Service Connection, located at or near the Customer's property line, and used to shut off water service to the premises. The Curb Stop is owned and maintained by the Company.
- D. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for water service or is receiving service from Company, or whose facilities are connected for utilizing such service.
- E. The "DATE OF CONNECTION" shall be the date of the permit for installation and connection issued by the Company. In the event no permit is taken and a connection is made, the date of connection may be the date of commencement of construction of the building upon the property.
- F. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- G. "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the Company not requested by the Customer.
- H. The "MAIN" is a pipeline which is owned and maintained by the Company, located on public property or private easements, and used to transport water throughout the Company's service area.

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Rules and Regulations Governing Rendering of  
Water Service

Rule 1 continued

- I. The "METER" is a device owned by the Company used to measure and record the quantity of water that flows through the service line, and is installed in the outdoor meter setting, or inside the Customer's building where the water service line enters through a foundation wall.
- J. The "METER SETTING" is a place either in the service connection or building plumbing for a water meter to be installed. An outdoor meter setting is located at or near the property line, and includes the meter box, meter yoke, lid, and appurtenances, all of which shall be owned and maintained by the Company. Indoor meter settings are located inside the Customer's premises where the water service line enters the foundation wall either installed directly in the piping or in a meter yoke.
- K. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- L. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during period of seasonal absence or turn-off.
- M. The "SERVICE CONNECTION" is the pipeline connecting the main to the Customer's water service line and includes the curb stop, or outdoor meter setting and all necessary appurtenances located at or near the property line. This service connection shall be owned and maintained by the Company. If the property line is in a street, and if the curb stop or meter setting is not located near the edge of the street abutting the Customer's property, the said service connection shall be deemed to end at the edge of the street abutting the Customer's property.
- N. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and

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Name of Utility: Oakbrier Water Company  
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Rules and Regulations Governing Rendering of  
Water Service

Rule 1 continued

includes resubdivision thereof.

- O. "TERMINATION OF SERVICE" is cessation of service requested by the Customer.
- P. "TURN-OFF" is the act of turning water service off by physically turning a valve such that water is unavailable to a Customer's premises.
- Q. "TURN-ON" is the act of turning water service on by physically turning a valve to allow water to be available to a Customer's premises.
- R. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each mobile home in a mobile home park and each rental unit of a multi-tenant rental property are considered as separate units for each single family or firm occupying same as a residence or place of business.
- S. The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct water to the Customer's unit from the property line, curb stop or outdoor meter setting, including the connection to the curb stop or meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the Customer's property.

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Rules and Regulations Governing Rendering of  
Water Service

Rule 2 GENERAL RULES & REGULATIONS

- A. Every applicant, upon signing an application for any water service rendered by the Company, or any Customer upon taking of water service, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate water service or service in particular service areas are set forth in rate schedules and constitute a part of these Rules and Regulations.
- C. The Company reserves the right, subject to authority of the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time to time deem necessary and proper.
- D. After the effective date of these Rates, Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rates, Rules and Regulations, and in accordance with the statutes of the state of Missouri and the Rates, Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not comply with applicable Rates, Rules and Regulations may remain, provided that their existence does not constitute a service problem or improper use, and reconstruction is not practical.

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Rules and Regulations Governing Rendering of  
Water Service

Rule 3 COMPANY EMPLOYEES AND CUSTOMER RELATIONS

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its Customers except as covered in the Company's Rates, Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these Rates, Rules and Regulations.

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Rules and Regulations Governing Rendering of  
Water Service

Rule 4 APPLICATIONS FOR SERVICE

- A. A written application for service, signed by the Customer, stating the type of service required and accompanied by any other pertinent information, will be required from each Customer before service is provided to any unit. Every Customer, upon signing an application for any service rendered by the Company, or upon taking of service, shall be considered to have expressed consent to the Company's Rates, Rules and Regulations.
- B. If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary in accordance with Rule 14.
- C. When, in order to provide the service requested a main extension or other construction or equipment expense is required, the Company may require a written contract. Said contract may include, but not be limited to, the obligations upon the Company and the applicant, and shall specify a reasonable period of time necessary to provide such service.

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Rules and Regulations Governing Rendering of  
Water Service

Rule 5 INSIDE PIPING AND WATER SERVICE LINES

- A. The Company will provide water service at the outdoor meter, at the curb stop if an indoor meter setting is utilized, or at the property line if neither an outdoor meter nor a curb stop exists at or near the property line. Separate buildings shall be served through separate water service lines.
- B. The service connection from the water main to the Customer's property line shall be owned and maintained by the Company. Construction of the service connection, outdoor meter setting and curb stop shall be accomplished in one of the follow ways at the Customer's option:
1. The Company will construct the service connection, outdoor meter setting and curb stop, as necessary, and make the connection to the main, within three (3) business days of an application for service, or within the time period specified in an application for service (See Rule 4). The Customer shall be responsible for payment of the New Service Connection Fee, as specified by or provided for in the Schedule of Service Charges; or,
  2. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and make the connection to the main, subject to prior approval of the Company; or,
  3. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and the Company will tap the main and connect the service connection. The Customer shall be responsible for payment of a New Service Connection Fee as specified by or provided for in the Schedule of Service Charges.
- C. A service connection installation constructed by the Customer as provided for in 5 B. 2. or 5 B. 3., above, is subject to inspection by the Company. The Service Connection Inspection Fee as specified in the Schedule of Service Charges shall

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Name of Utility: Oakbrier Water Company  
Service Area: All Missouri Service Areas

Rules and Regulations Governing Rendering of  
Water Service

Rule 5 continued

apply if the Company must make a trip solely to conduct an inspection of a service connection constructed by the Customer, and shall not apply if the inspection of a service connection is accomplished at the same time as a tap is made for the Customer, or the same time as an inspection of the water service line as provided for in 5 D., below, or if the Company installs the service connection as provided in 5 B. 1., above.

- D. Water service line construction and maintenance from the property line, curb stop or meter setting, including the connection to the curb stop or meter setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. The Customer shall be responsible for any applicable fees as listed in the Schedule of Service Charges. Customers shall be responsible for the cost of repairing any damage to the Company's mains, curb stops, valve boxes, meters, and meter installations caused by the Customer, Customer's agent, or tenant.
- E. Existing water service lines and service connections may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities.
- F. The water service line shall be brought to the unit at a depth of not less than thirty-six inches (36") and have a minimum inside diameter of three-quarters inch (3/4"). The Customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. A valve must be installed in the service line where it enters the unit. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.
- G. Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least one hundred sixty (160) psi working pressure.

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Rule 5 continued

- H. The Company will not install a service connection to a vacant lot.
- I. Any change in the location of an existing service connection requested by the Customer shall be made by the Company or with the Company's approval, at the Customer's expense.
- J. The Company shall have the right to enter the Customer's premises for the purposes of inspection to ensure compliance with these Rates, Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- K. Neither water service lines nor service connections may be extended along public streets or roadways or through property of others in connecting with the Company's mains. The service connection may, however, extend through the water main easement and roadway easement as necessary in order to be connected to a main located across and adjacent to a street in front of the Customer's living unit. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.
- L. Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any Customer's plumbing classified as an actual or potential backflow hazard in the Regulations of the Missouri Department of Natural Resources shall be required to install and maintain a backflow prevention device. This Rule may also apply to Customers on whose premises it is impossible or impractical for the Company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the Company.

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Rule 6 IMPROPER OR EXCESSIVE USE

- A. No Customer shall be wasteful of the water supplied to the unit by the Customer's willful action or inaction. It shall be the responsibility and duty of each Customer to maintain all piping and fixtures at the unit in a good and efficient state of repair at all times.
- B. No Customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The Company shall deny or discontinue service where Customer's water service line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customer's or the Company's facilities.
- C. The Customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the Company's mains.
- D. The Customer shall not tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the meter yoke, or allow any such action.
- E. The Customer shall not attempt to take unmetered water from the Company mains either by an unauthorized tap or direct connection to service connection nor by connection to a fire hydrant.
- F. Customers will not be permitted to supply water in any way to premises other than the service address, or to permit others to use their hose or attachments, or leave them exposed to use by others without permission from the Company.

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY

- A. The Company may discontinue service for any of the following reasons:
1. Non-payment of a delinquent account not in dispute; or
  2. Failure to post a security deposit or guarantee acceptable to the utility; or
  3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
  4. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult; or
  5. Failure to comply with the terms and conditions of a settlement agreement; or
  6. Refusal to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
  7. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system; or
  8. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not apply, and notice to the Customer shall be provided by Rules and procedures applicable to the Customer's sewer service in lieu of notification required by these Rules and Regulations.

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- B. The Company may discontinue service after notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. If written notice is hand delivered to the Customer, it shall be done at least ninety-six (96) hours prior to discontinuance. If the Company intends to discontinue service to a multi-tenant dwelling, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance. Discontinuance shall not occur more than eleven (11) business days after the date given as the discontinuance date.
- C. The Company shall make reasonable efforts to contact the Customer at least seventy-two (72) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).
- D. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.
- E. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance.
- F. The provisions of Paragraphs C. and E., above, may be waived if safety of Company personnel while at the premises is a consideration.

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- G. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.
- H. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
- I. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- J. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- K. Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rule 8 TERMINATION OF WATER SERVICE AND TEMPORARY TURN-OFF AT  
CUSTOMER'S REQUEST

- A. Service will be terminated at the Customer's request, by giving not less than seventy-two (72) hours notice to the Company during its regular office hours. The Company shall, on the requested day, read the Customer's meter and charges for water service rendered up to and including the time of termination shall be computed and will become due and payable immediately.
- B. A Customer may request temporary turn-off by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. Turn-off and turn-on charges shall apply, and are specified in the Schedule of Service Charges.
- D. A Customer who requests termination of service, but returns to the premises and requests water service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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Rule 9 INTERRUPTIONS IN SERVICE

- A. The Company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system. Notice will be provided when it is practicable.
- B. Whenever service is interrupted for repairs, all Customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize interruption of service.
- C. No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the Company.
- D. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage in a reasonable and non-discriminatory manner.

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Rule 10 BILLS FOR SERVICE

- A. The charges for water service shall be at the rates specified in the Schedule of Rates on file with the Missouri Public Service Commission. Other service charges, such as for turn-off or turn-on, are set forth in the Schedule of Service Charges in these Rules and Regulations.
- B. A Customer who has made application for, or is receiving the benefit of, water service to a unit shall be responsible for payment for all water service provided to the Customer at said unit from the date of connection until the date requested by the Customer by proper notification to the Company to terminate service.
- C. Each Customer is responsible for furnishing the Company with the correct address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer's application unless the Company is notified in writing by the Customer of a change of address.
- D. Payments shall be made at the office of the Company or at such other places conveniently located as may be designated by the Company or by ordinary mail. However, payment must be received by the close of business on the date due.
- E. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- F. A separate bill shall be rendered for each Customer with itemization of all water service charges. All bills for service shall state the due date. The Company shall render bills monthly.
- G. Bills shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is

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closed, in which case the due date shall be extended to the next business day. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinuance of service in accordance with Rule 7. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.

H. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be the monthly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.

I. The Company may require a security deposit or other guarantee as a condition of new service if the Customer:

1. Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or
2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or
3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
  - a. Owns or is purchasing a home; or
  - b. Is and has been regularly employed full time for at least one (1) year; or
  - c. Has an adequate and regular source of income; or
  - d. Can provide credit references from a commercial credit source.

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- J. The Company may require a security deposit or other guarantee of payment as a condition of continued service if:
1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or
  2. The utility service to the unit has been diverted or interfered with in an unauthorized manner; or
  3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods.
- K. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- L. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.
- M. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- N. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.

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- O. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices.

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Rule 11 METERS AND METER INSTALLATIONS

- A. All new and permanent service connections shall be metered. The Company shall furnish and install a suitable meter for each Customer, and the Company's installed meter shall be the standard for measuring water used to determine the bill.
- B. All meters and meter installations shall be furnished, installed, maintained and removed by the Company and shall remain its property.
- C. The Company shall have the right to determine on the basis of the Customer's flow requirements the type and size of meter to be installed and location of same. If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the Customer, the cost of installing such meter shall be paid by the Customer.
- D. Domestic water service to any one Customer at a single premises shall be furnished through a single service connection. Individual units of a multi-unit building may have separate connections and meter installations only if each unit has separate plumbing, ground-level space, an individual service connection and meter installation location, and frontage to a Company-owned main. For multi-unit buildings with one service connection and meter installation, the inside piping may be rearranged at the Customer's own expense so as to separate the units and meter tenants, then divide the bill accordingly.
- E. The owners of premises wherein meters are located shall be held responsible for the safekeeping of the Company's meters and metering appurtenances, and are required to keep meters located within their property accessible to the Company for reading and for meter changeouts. If a Customer limits accessibility, or fails to protect a meter against damage, the Company may discontinue service or may refuse to supply water until accessibility is restored and the Company is paid for any such damage. The amount of the charge shall be the cost of the necessary replacement parts and the labor cost necessary to make the repair.

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- F. If the Company determines that no suitable outdoor location is available, then the meter may be installed inside the Customer's premises where the water service line enters the building and just downstream of the inside shutoff valve. The Company shall install a curb stop within the service connection at or near the property line as practical. When the meter is installed inside the Customer's premises, the Customer will either provide a meter yoke to accept installation of the Company's meter, or provide proper fittings for the house plumbing pipe to allow for direct installation of the Company's meter, along with a proper grounding strap installed around the meter to prevent electric charge build-up on either side of the meter or while a meter is removed. If installation in a special setting is necessary, the excess cost of installation shall be paid by the Customer. All indoor fittings and plumbing components, except the Company-owned meter, shall be furnished, owned and maintained by the Customer.
- G. If an existing basement meter location is determined inadequate or inaccessible by the Company, the Customer must provide for the installation of a meter to be located at or near the Customer's property line. The Customer shall obtain from the Company, or furnish the necessary meter installation appurtenances conforming to the Company's specifications, and said appurtenances and labor shall be paid by the Customer.
- H. Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain provided the meter is readily accessible, at the Company's and Customer's convenience as determined by the Company, for servicing and reading and the meter space provided is located where the service line enters the building. The Company may, at its discretion, require the Customer to install a remote reading device at an approved location, for the purpose of reading the meter. It is the responsibility of the Customer and/or the owner of the premises to provide a location for the water meter which, in the event of water discharge as a result of leakage from the meter or couplings, will not result in damage. The Company's liability for damages to any and all property caused by such leakage shall in no event exceed the price of water service to the affected

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premises for one average billing period in the preceding year. Where damage is caused by the negligence of Company personnel at the premises, this limitation will not apply. If a Customer refuses to provide an accessible location for a meter as determined by the Company, the Company will notify the Manager of the Water and Sewer Unit of the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.

- I. The Customer shall promptly notify the Company of any defect in, or damage to, the Company-owned meter setting.
- J. Any change in the location of any existing meter or meter setting at the request of the Customer shall be made at the expense of the Customer, and with the approval of the Company.

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Rule 12 METER TESTS AND TEST FEES

- A. Any Customer may request the Company to make a special test of the accuracy of the meter through which water is supplied to the Customer. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by Regulations of the Missouri Public Service Commission.
- B. The Company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the Company upon the request of the Customer without charge if the meter has not been tested within twelve (12) months preceding the requested test; otherwise, an approved charge will be made if the test indicates meter accuracy within five percent (5%).
- C. A meter test requested by the Customer may be witnessed by the Customer or the Customer's duly authorized representative, except for tests of meters larger than two inch (2") inlet, which will be conducted by the water manufacturer. A certified copy of the test report will be provided to the Customer.
- D. If a test shows an average error of more than five percent (5%), billings shall be adjusted in accordance with Rule 13.

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Rule 13 BILL ADJUSTMENTS BASED ON METER TESTS

- A. Whenever any test by the Company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Missouri Public Service Commission, the Company shall adjust the Customer's bills by the amount of the actual average error of the meter and not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration shall be determined as follows:
1. Where the period of error can be shown, the adjustment shall be made for such period; or
  2. Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
- B. If the meter is found on any such test to under-register, the Company may render a bill to the Customer for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the Company was not at fault for allowing the inaccurate meter to remain in service.
- C. If the meter is found on any such test to over-register, the Company shall refund to the Customer any overcharge caused during the period of inaccuracy as above defined. The refund shall be paid within a reasonable time and may be in the form of a bill credit.

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Rule 14 EXTENSION OF WATER MAINS

- A. This Rule shall govern the extension of mains by the Company within its certified area where there are no water mains.
- B. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.
- C. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution in aid of construction equal to the amount determined in Paragraph B. above, plus any applicable Customer connection fee. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains of twelve inches (12") or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company.
- D. The cost to single-family residential applicant(s) connecting to a main extension contributed by other applicant(s) shall be as follows:
  - 1. For single-family residential applicant(s) applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
  - 2. For single-family residential applicant(s) applying for service in areas that are unplatted in subdivision lots, an applicant(s) cost shall be equal to the total

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cost of the main extension divided by the total length of the main extension in feet times one hundred feet (100').

3. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs 14 F. 1. or 14 F. 2., above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

<u>Meter Size</u>	<u>Flow Factor</u>
5/8"	1
1"	2.5
1 1/2"	5
2"	8
3"	15
4"	25

E. Refunds of contributions shall be made to applicant(s) as follows:

1. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.
2. During the first ten (10) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with Paragraph D., above. The refund shall be paid within a reasonable time after the money is collected.
3. The sum of all refunds to any applicant shall not exceed the total contribution which the applicant(s) has paid.

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Name of Utility: Oakbrier Water Company  
Service Area: All Missouri Service Areas

Rules and Regulations Governing Rendering of  
Water Service

Rule 14 continued

- F. Extensions made under this Rule shall be and remain the property of the Company.
- G. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new Customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such Customers.
- H. Extensions made under this Rule shall be of Company-approved pipe sized to meet water service requirements. If the Company chooses to size the extension larger in order to meet the Company's overall system requirements, the additional cost caused by the larger size of pipe shall be borne by the Company.
- I. No interest will be paid by the Company of payments for the extension made by the applicant(s).
- J. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the Company without cost to the Company, before the extension will be made.

\* Indicates new rate or text  
+ Indicates change

DATE OF ISSUE September 4, 2012  
Month Day Year

DATE EFFECTIVE October 22, 2012  
Month Day Year

ISSUED BY Rodger Owens President  
name of officer title

PO Box 24 Wappapello, MO 63966  
address

# Agreement Attachment B

## Billing Comparison Worksheet

# OAKBRIER WATER COMPANY, INC.

## Residential Customer Bill Comparison-Water

### Rates for 5/8" Meter

<u>Current Base Customer Charge</u>	<u>Proposed Base Customer Charge</u>	<u>Current Usage Rate</u>	<u>Proposed Usage Rate</u>
\$15.59	\$15.07	\$2.44	\$3.39

current customer charge includes 5,000 gallons

proposed customer charge includes 2,000 gallons

### MONTHLY BILL COMPARISON

3,000 gallons/month usage

#### Current Rates

Customer Charge	\$ 15.59
Usage Charge	\$ -
Total Bill	\$ 15.59

#### Proposed Rates

Customer Charge	\$ 15.07
Usage Charge	\$ 3.38
Total Bill	\$ 18.45

#### INCREASES

##### Customer Charge

\$ Increase	(\$0.52)
% Increase	-3.36%

##### Usage Charge

\$ Increase	\$0.95
% Increase	38.96%

##### Total Bill

\$ Increase	\$2.86
% Increase	18.33%

# Agreement Attachment C

## Rate Base Worksheet

**OakBrier**  
**Informal Case/Rate Case**  
**WR-2012-0267**  
**Test Year Ending 12-31-2011**  
**Rate Base Required Return on Investment Schedule - Water**

Line Number	<u>A</u> Rate Base Description	<u>B</u> Dollar Amount	
1	Plant In Service	\$32,158	From Plant Schedule
2	Less Accumulated Depreciation Reserve	\$18,016	From Depreciation Reserve Schedule
3	Net Plant In Service	\$14,142	
4	Other Rate Base Items:	\$0	
	Contribution in Aid of Construction	-\$7,404	
	CIAC Depreciation	\$1,945	
5	Total Rate Base	\$8,683	
6	Total Weighted Rate of Return Including Income Tax	6.29%	From PreTax Return & Taxes Schedule
7	Required Return & Income Tax	\$546	



# Agreement Attachment D

## Schedule of Depreciation Rates

# OAKBRIER WATER COMPANY

## DEPRECIATION RATES

(CLASS D WATER)

WR-2012-0267

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>DEPRECIATION RATE</u>	<u>AVERAGE SERVICE LIFE (YEARS)</u>	<u>NET SALVAGE</u>
311	Structures & Improvements (well house)	3.0%	33	
314	Wells & Springs	2.0%	50	
321	Structures & Improvements (pump house)	3.0%	33	
325	Electric Pumping Equipment	10.0%	10	
332	Water Treatment Equipment	2.9%	35	
342	Distribution Reservoirs & Standpipes	2.5%	40	
343	Transmission & Distribution Mains	2.0%	50	
345	Services	2.5%	40	
346	Meters	10.0%	10	
347	Meter Installations	2.5%	40	
348	Hydrants	2.0%	50	
371	Structures & Improvements (office & shop)	3.0%	33	
372	Office Furniture & Equipment	5.0%	20	
372.1	Office Computer Equipment	20.0%	5	
373	Transportation Equipment	14.3%	7	9%
379	Other General (tools, shop, garage and power operated equipment)	10.0%	9	10%

# Agreement Attachment E

## EMSU Implementation Review

# **REPORT OF CUSTOMER SERVICE AND BUSINESS OPERATIONS REVIEW**

## **Engineering and Management Services Unit**

### **Small Company Rate Increase Request**

**File No. WR-2012-0267**

**Oakbrier Water Company, Inc.**

**Gary Bangert**

The Engineering and Management Services Unit (EMSU) staff initiated an informal review of the customer service and business processes, procedures, and practices of Oakbrier Water Company, Inc. (“Oakbrier” or “Company”) in Bernie, Missouri, in March 2012. The review was performed in conjunction with the Company’s rate increase request, File No. WR-2012-0267, filed on January 31, 2012. The Company is requesting an increase of \$2,160.00 in its annual water system operating revenues. This request represents an increase of approximately 19% to the Company’s annual water system operating revenues.

The EMSU staff examined the Company’s tariffs, annual reports, Missouri Public Service Commission (“Commission”) complaint and inquiry records, and other documentation related to the Company’s customer service and business operations. In preparation of this report, the EMSU staff submitted data requests on February 9, 2012, and conducted interviews with Company personnel on April 18 and 19, 2012. The EMSU staff’s review of the Company resulted in the following recommendations for Company management:

#### **THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:**

- 1. Utilize a standard time sheet to record and maintain the time expended by its employees and contractors at each of the water and sewer systems it operates that will facilitate summarization and analysis. This recommendation should be completed within thirty (30) days of the Commission’s Order in File No. WR-2012-0267.*
- 2. Complete an analysis of automated billing systems that could be cost-effectively implemented to manage the calculation and preparation of customer bills and maintenance of records. This recommendation should be completed within ninety (90) days of the Commission’s order in File No. WR-2012-0267.*
- 3. Review the present bill format to determine if information regarding delinquent dates can be provided more clearly. This review should be conducted in conjunction with the analysis and implementation of an automated billing system. This recommendation*

*should be completed within ninety (90) days of the Commission's order in File No. WR-2012-0267.*

The purpose of the EMSU is to promote and encourage efficient and effective utility management. This objective contributes to the Commission's overall mission to ensure that customers receive safe and adequate service at reasonable rates while providing utilities the opportunity to earn a fair return on their investment.

The objectives of this review were to document and analyze the management control processes, procedures, and practices used by the Company to ensure that its customers' service needs are met and to make recommendations, where appropriate, by which the Company may improve the quality of services provided to its customers. The findings of this review will also provide the Commission with information regarding the Company's customer service and business operations.

The scope of this review focused on processes, procedures, and practices related to:

- Meter Reading
- Customer Billing
- Payment Remittance
- Credit and Collections
- Complaints and Inquiries
- Customer Communication

This report contains the results of the EMSU staff's review.

### **History**

The EMSU staff previously performed a customer service review of the Company in January 2008. This review was performed in conjunction with a small company rate request submitted by the Company and given Case No. WR-2009-0229. That review resulted in a written report and included recommendations for improvement in the areas of customer billing, credit and collections, complaint recording, records storage, and time reporting. The Disposition Agreement in the previous case addressed specific time frames for the completion of each of the recommendations made in the report. The EMSU staff continued to work with the Company to ensure that these recommendations were addressed. The actions taken by the Company were

considered appropriate for meeting the intent of the recommendations contained in the EMSU report.

### **Overview**

Oakbrier Water Company was certificated by the Commission in 1989 to provide water service in the service area of Butler County. The Company was acquired by Rodger and La Dawn Owens in 1996 and provides water service to 60 residential customers. The Owens also own three other utility systems including two water systems and one sewer system: Lakeland Heights Water Company, Whispering Hills Water System, and R.D. Sewer Company. The business office is located at 406 South Allen in Bernie, Missouri, and office hours are 8 a.m. to 4 p.m., Monday through Friday. The Company noted that someone is available at all times to take emergency phone calls. A phone number is also provided on customer bills which gives customers 24-hour, 7-day access to Company personnel in the event of an emergency.

The Company is operated by its owners. Rodger Owens serves as the Company's president, owner, and operator. La Dawn Owens serves as the office manager, owner, and billing clerk in addition to being responsible for all customer service operations. The Company utilizes part-time assistance in the office and occasionally in the field as needed.

The Company keeps time records as a result of the prior customer service audit performed in 2008. The office manager maintains a record of the time she is allocating to each of the four companies they own and manage. In addition, she notes the specific activity, such as billing or collections, that she is performing that day. The operator's activities are recorded by the office manager who schedules and assigns the work activities. In addition, the operator records all visits to Company facilities, such as the well houses, on sheets kept at the location to document activities. That information is transferred to date planner books that are used to maintain records on time and activities at various companies.

The Company has developed a standard mileage amount associated with travel to each of the areas it serves and any Company facilities it frequently visits. These mileages are included on monthly mileage logs and also frequently on the time sheets or monthly monitoring records.

Company management anticipates minimal future growth in the number of customers it serves. An informational brochure is available to all customers including contact information and the rights and responsibilities of the Company and its customers.

### **Meter Reading**

The Company's owners spend approximately two days on about the 25<sup>th</sup> of the month reading water meters at the three water companies they operate. The meter readings are manually recorded on field log sheets prepared for each customer. Company personnel indicated that estimated readings are uncommon but may occur two times a year. The primary reasons for estimated reads include extreme weather conditions or sickness. If a customer's bill is estimated, the Company's practice is to put a note on the bill indicating that it has been estimated.

A master meter is located on the system and water usage and pressure are monitored regularly. A monthly report is produced enabling Company personnel to compare the quantity of water that is pumped with the amount that is billed to customers. Theft of water service has not occurred in the last several years at Oakbrier.

Meter readings are monitored for reasonableness when they are recorded in the field and the office manager reviews them again when they are transferred to a customer ledger prior to preparing the bills. Any accounts with unusual readings are investigated. Company management asserts that the cost of automated meter reading technology is not feasible given the small size of the water system.

### **Customer Billing**

The office manager manually calculates and prepares the customers' postcard bills. In the event estimated bills are necessary, bill calculations are based on a three-month average of usage history. All bills are mailed by the 28<sup>th</sup> of the month. Bills include a due date of the 1<sup>st</sup> day of the month and are considered delinquent on the 21<sup>st</sup> day of each month. The bottom of the bill includes an instruction for the customer to add a \$5.00 fee if the payment is not made by the 20<sup>th</sup> of the month.

Customers' water charges are based on a price schedule of \$15.59 per month minimum up to 5,000 gallons. Usage in excess of 5,000 gallons is billed at \$2.44 per 1,000 gallons.

### **Payment Remittance**

Customers' payment options include cash, check, or money order. Most payments are received by mail and a few are dropped by the business office. Drop boxes for payments have recently been added at the well houses. Bill payments are sometimes collected from customers in the field.

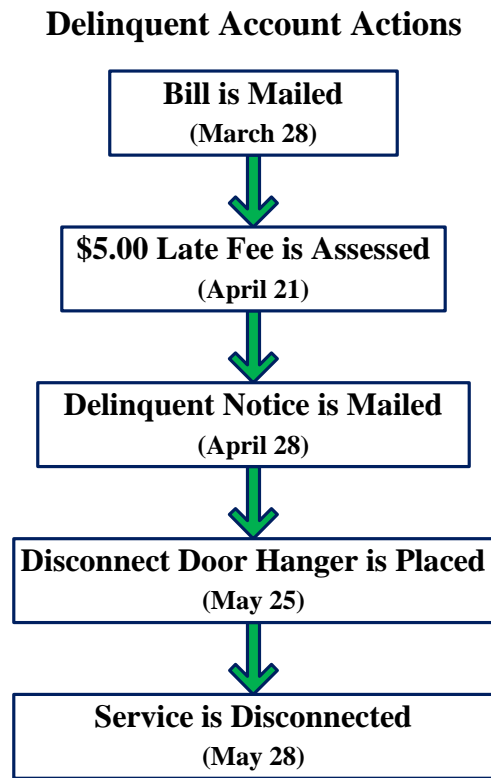
Bill payments are processed and recorded daily onto the customer ledger. Critical customer records and bill payments are kept in a fireproof file. Bank deposits are made once or twice weekly.

**Credit and Collections**

Customers requesting service are required to complete a written application. Most applications for new service are from customers in existing homes. The EMSU staff understands that customers are not charged a security deposit prior to establishing service.

Company personnel asserted that they have not had a problem with insufficient funds checks. The last insufficient funds check was received in 2008. The Company’s tariff provides for a returned check fee of \$25.00.

The Company has an established procedure for handling delinquent accounts. The following illustration shows the actions that would be taken on an account that remains unpaid if the bill were mailed on March 28.



As shown in the illustration, accounts that remain unpaid are subject to disconnection approximately 37 days after they become delinquent. Upon disconnection, customers must pay their account balance including the \$5.00 late fee, \$25 disconnect fee, and \$25 reconnect fee



prior to getting their service restored, pursuant to the tariff. Company management represented to the EMSU staff that a service that is disconnected for nonpay is usually reconnected the day the bill is paid in full, including the extra fees, unless it occurs very late in the day.

Company personnel indicated that typically less than one or two customers have their service disconnected in a given month due to nonpayment. For example, in February 2011, five disconnection letters were mailed and two disconnects were actually performed. In February 2012, one disconnection letter was mailed and one disconnect was performed. The Company is occasionally forced to write off uncollectible accounts when someone moves and Company personnel are unable to communicate and obtain payment. These uncollectible accounts are written off prior to the next tenant or homeowner moving in. There were no uncollectible accounts in 2011. The Company does not use an outside collection agency.

### **Complaints and Inquiries**

Customers with questions or concerns may call the Company's business office number or the owner's cell phone number appearing on the bill and customer brochure. The office manager responds to customer calls to the business office. A hard copy file is kept that documents the nature of complaints and inquiries and any action taken. A review of Commission complaint/inquiry records since 2009 showed no complaints or inquiries.

### **Customer Communication**

Customer bills are the primary means of communicating with customers. Company personnel occasionally incorporate short messages on bills to provide specific information. For example, the office manager includes a note on bills when meters are estimated or when bill payments are delinquent. Letters have also been sent to notify customers of rate case activity. Customers are occasionally called in order to convey specific information.

### **Findings, Conclusions, and Recommendations**

The following discussion presents a summary of the findings, conclusions, and recommendations pertaining to the Company's customer service operations. The information presented in this section focuses on the following two issues that require Company management's attention:

- Time Keeping Records
- Automated Billing and Records Systems

- Revisions to Bill Format

### **Time Keeping Records**

The Company's system for documenting employee time is not conducive to summarization and analysis. The Company has attempted to maintain documentation regarding hours worked by its employees by noting the use of time on a calendar. However, these records are difficult to summarize and analyze for rate making and other review purposes.

The EMSU staff previously made a recommendation to the Company in Case No. WR-2009-0229 to initiate time reporting for Company employees and any contractors it may employ. The Company did implement a practice to record the hours spent on daily activities at each of the companies operated by the owners. The EMSU staff reviewed the Company's actions and found them appropriate for a response to the recommendation at that time.

However, it is the opinion of the EMSU staff that the Company could improve the usefulness of the time records by using a simple standard form time sheet to track hours, location of work and a general description of the activity. Some companies also use this time sheet to include vehicle mileage, thereby capturing all of the information on one sheet. The time sheet should also note time spent on activities unrelated to the operation of its regulated water and sewer companies. The eventual purchase of an automated billing system may include options that can maintain time records as well. However, as an interim measure, the Company should utilize a standard time sheet to consolidate its time record keeping. The EMSU staff will provide some sample time sheets to the Company that may assist it in implementing the following recommendation.

### ***THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:***

*Utilize a standard time sheet to record and maintain the time expended by its employees and contractors at each of the water and sewer systems it operates that will facilitate summarization and analysis. This recommendation should be completed within thirty (30) days of the Commission's Order in File No. WR-2012-0267.*

### **Automated Billing and Records System**

The Company's present billing processes are manual, based upon a multitude of paper records, and are time consuming to complete. While customers do appear to be receiving

accurate bills in a timely manner, the process could be improved through utilization of an automated billing system. In addition, the system could provide a system of consolidated record keeping for data such as time keeping and vehicle maintenance.

The EMSU staff has previously made a recommendation to the Company to evaluate the utilization of an automated billing system. The Company did review several systems it was aware of but found them to be inadequate for use by a regulated water and sewer utility. For example, regulated companies characteristically must provide specific information on the bill and the billing systems reviewed would not allow for the level of detail the Company may need to provide to its customers. The EMSU staff found the Company's actions appropriate for a response to the recommendation at that time.

However, it is apparent that the Company needs to expand its review of billing systems to focus upon those used successfully by other regulated water and sewer utilities. While the EMSU staff appreciates the workload of attending to the daily operations of four companies, it appears that the time may be available at the conclusion of this case for the Company to focus upon the analysis and eventual purchase of an automated billing system. As an interim measure, the application of Excel spreadsheets may assist in the consolidation of data and assist in minimizing the tedious record keeping that the Company presently maintains.

***THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:***

*Complete an analysis of automated billing systems that could be cost-effectively implemented to manage the calculation and preparation of customer bills and maintenance of records. This recommendation should be completed within ninety (90) days of the Commission's order in File No. WR-2012-0267.*

**Revision of Bill Format**

The format of the present bill can be confusing regarding the due date and the delinquent date. The due date is always noted as the first of the month. A penalty is assessed if the bill is not paid by the 20<sup>th</sup> of the month. The 21<sup>st</sup> day of the month is actually the delinquent date and is used in determining when a penalty is assessed and when a potential disconnection of service can occur.

It may be helpful to customers to be able to clearly see the delinquent date in order to make sure they meet this deadline. While it could be time consuming and confusing to make

such changes now, these changes should be considered when the Company reviews automated bill systems.

***THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:***

*Review the present bill format to determine if information regarding delinquent dates can be provided more clearly. This review should be conducted in conjunction with the analysis and implementation of an automated billing system. This recommendation should be completed within ninety (90) days of the Commission's order in File No. WR-2012-0267.*

**Implementation Review**

The EMSU staff will conduct a review of the Company's progress regarding the implementation of the two recommendations made in this report.

## Staff Participant Affidavits

James M. Russo – Water & Sewer Department

Amanda C. McMellen-Auditing Department

John A. Robinett – Engineering & Management Services Department

Gary Bangert – Engineering & Management Services Department

**BEFORE THE PUBLIC SERVICE COMMISSION**

**OF THE STATE OF MISSOURI**

**AFFIDAVIT OF JAMES M. RUSSO**

In the Matter of Oakbrier Water Company, )  
Inc. Rate Increase Request )

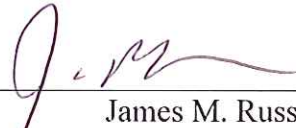
File No. WR-2012-0267

STATE OF MISSOURI

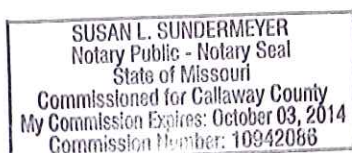
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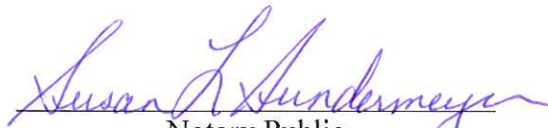
COUNTY OF COLE

**COMES NOW** James M. Russo, being of lawful age, and on his oath states the following: (1) that he is a Rate & Tariff Examination Supervisor in the Missouri Public Service Commission's Water and Sewer Unit ; (2) that he participated in the Staff's investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Unanimous Agreement Regarding Disposition of Small Water and Sewer Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachment A and B to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment A and B to the Disposition Agreement; and (6) that the matters set forth in Attachment A and B to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.

  
\_\_\_\_\_  
James M. Russo  
Rate & Tariff Examination Supervisor  
Water & Sewer Unit

Subscribed and sworn to before me this 19<sup>th</sup> day of November, 2012.



  
\_\_\_\_\_  
Notary Public

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

In the Matter of the Rate Increase for                     )  
Oakbrier Water Company, Inc.                                 )             Case No. WR-2012-0267

AFFIDAVIT OF GARY BANGERT


STATE OF MISSOURI         )  
   )         ss.  
COUNTY OF COLE         )

COMES NOW Gary Bangert, being of lawful age, and on his oath states the following: (1) that he is a Utility Management Analyst in the Missouri Public Service Commission’s Engineering & Management Services Unit; (2) that he participated in the Staff’s investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Unanimous Agreement Regarding Disposition of Small Water Company Revenue Increase Request* (“Disposition Agreement”); (4) that he was responsible for the preparation of Attachment E to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment E to the Disposition Agreement; and (6) that the matters set forth in Attachment E to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.

  
\_\_\_\_\_  
Gary Bangert  
Utility Management Analyst III  
Engineering & Management  
Services Unit

Subscribed and sworn to before me this 20<sup>th</sup> day of November, 2012.

D. SUZIE MANKIN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cole County  
My Commission Expires: December 08, 2012  
Commission Number: 08412071

  
\_\_\_\_\_  
Notary Public

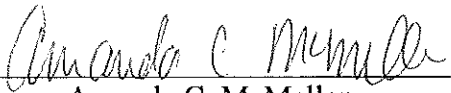
**BEFORE THE PUBLIC SERVICE COMMISSION**  
**OF THE STATE OF MISSOURI**

In the Matter of the Rate Increase for    )  
Oakbrier Water Company, Inc.    )           Case No. WR-2012-0267

AFFIDAVIT OF AMANDA C. MCMELLEN


STATE OF MISSOURI            )  
  )  
COUNTY OF COLE             )           ss.

**COMES NOW** Amanda C. McMellen, being of lawful age, and on her oath states the following: (1) that she is a Utility Regulatory Auditor in the Missouri Public Service Commission’s Auditing Unit; (2) that she participated in the Staff’s investigation of the small company rate increase request that is the subject of the instant case; (3) that she has knowledge of the foregoing *Unanimous Agreement Regarding Disposition of Water Company Revenue Increase Request* (“Disposition Agreement”); (4) that she was responsible for the preparation of Attachments C to the Disposition Agreement; (5) that she has knowledge of the matters set forth in Attachments C to the Disposition Agreement; and (6) that the matters set forth in Attachments C to the Disposition Agreement are true and correct to the best of her knowledge, information, and belief.

  
\_\_\_\_\_  
Amanda C. McMellen  
Utility Regulatory Auditor IV  
Auditing Unit

Subscribed and sworn to before me this 20<sup>th</sup> day of November, 2012.

D. SUZIE MANKIN Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: December 08, 2012 Commission Number: 08412071
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\_\_\_\_\_  
Notary Public



