

APPENDIX A

CASE No. WR-2013-0436

STAFF/COMPANY PARTIAL DISPOSITION AGREEMENT WITH ATTACHMENTS AND STAFF AFFIDAVITS

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Company/Staff Partial Disposition Agreement

**COMPANY/STAFF PARTIAL AGREEMENT REGARDING DISPOSITION
OF SMALL WATER COMPANY REVENUE INCREASE REQUEST**

ROGUE CREEK UTILITIES, INC.

MO PSC FILE NO. WR-2013-0436

BACKGROUND

Rogue Creek Utilities, 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 March 27, 2013, the Company set forth its request for an increase of \$40,425 in its total annual water service operating revenues. Included in the \$40,425 was a request for a surcharge and interim rates in the amount of \$33,225. 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 could thus be the subject of Staff recommendations. An *Agreement Regarding Emergency Interim Rates and Request for Order* and revised tariff sheets were filed on May 14, 2013. The Commission issued an *Order Approving Unanimous Agreement and Approving Tariff* on May 21, 2013. The Company provides service to approximately 99 customers, the vast majority of which are residential customers located in Washington County, 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 and the Company hereby state the following agreements:

- (1) The agreed upon revenue requirement increase of \$15,256 (94.62% increase) added to the level of test-year revenues of \$16,124 results in overall revenues of \$31,380. This revenue requirement is just and reasonable and designed to recover the Company's cost of service. However, the revenue requirement may be impacted by the items identified for possible arbitration in the arbitration paragraph below. The above amounts are shown on the ratemaking income statement found in Attachment A, incorporated by reference herein;
- (2) The Auditing Unit conducted a full and complete audit of the Company's books and records using the 12-month period ending December 31, 2012, updated to June 30, 2013, as the basis for the revenue requirement determined above. The audit findings can be found in Attachment B, incorporated by reference herein;
- (3) The agreed upon net rate base is \$23,029. The development of this amount is shown on the rate base worksheet that is found in Attachment C, incorporated by reference herein. This amount is included in the audit work papers in the ultimate determination of the revenue requirement shown in (1) above;
- (4) The schedule of depreciation rates in Attachment D, incorporated by reference herein, includes the depreciation rates used by Staff in its revenue requirement analysis and shall be the prescribed schedule of water plant depreciation rates for the Company;
- (5) To allow the Company the opportunity to collect the revenue requirement agreed to in (1) above, the rates as shown on Attachment E, incorporated by reference herein, are just and reasonable rates that the Company will be allowed to charge its customers. The impact of these rates will be as shown on Attachment F, also attached and incorporated by reference herein;
- (6) For the purposes of implementing the agreements set out in this partial disposition agreement, the Company will file with the Commission proposed tariff revisions containing the rates, charges, and language set out in the example tariff sheet(s) attached as Attachment E. The proposed tariff revisions will bear an effective date of October 15, 2013;
- (7) The current PSC MO Number 2 tariff will be cancelled and replaced by PSC MO Number 3, which is included in the example tariff described above;

(8) Within ninety (90) days of the effective date of an order approving this Partial Company/Staff Disposition Agreement, the Company shall implement the recommendations contained in the Engineering & Management Services Unit (“EMSU”) Report attached hereto as Attachment H and incorporated by reference herein, and provide proof of implementing the recommendation to the Manager of the Commission’s EMSU Unit:

- (a) The Company has begun incorporating, and will continue to incorporate, the correct delinquent date on customer bills that designates when customer accounts will be subject to late fees. The Company will provide at least twenty-one (21) days from the rendition (or the mailing) of bills before a payment is considered delinquent as required by Commission Rule 4 CSR 240-13.020(7);
- (b) The Company will develop and require a signed customer application prior to providing service as specified in the Company’s tariff. The Company’s customer application shall include the date, the customer’s signature, and a statement indicating that the customer agrees to abide by the Company’s rates, rules and regulations, and applicable state statutes;
- (c) The Company will develop and implement a process to ensure all customer complaints received by Company personnel are documented and maintained for at least two (2) years. Documentation shall adhere to Commission Rule 4 CSR 240-13.040 and 4 CSR 240-60.010(4) and include the customer name, address, nature of the complaint, date of occurrence, as well as an explanation of what the Company has done to address the complaint;
- (d) The Company will develop and utilize a notice of discontinuance of service that is in compliance with Commission Rule 4 CSR 240-13.050(4); and
- (e) The Company will develop and distribute to all current and future customers written information specifying the rights and responsibilities of the Company and its customers. This document should adhere to Commission Rule 4 CSR 240-13.040(3);
- (f) The Company is recording, and will continue to record, the time associated with work performed by the receiver;
- (g) The Company will document the duties currently performed by the part-time local resident who performs meter reading and maintenance activities for the Company on a part-time basis;;
- (h) The Company is recording, and will continue to record, information regarding vehicle usage. The information will include the date, description and location of the task, and the miles attributable to the task; and,

- (i) The Company will initiate action to read water meters on a regular basis and develop a consistent schedule for mailing bills and performing other appropriate actions associated with bill collection;
- (9) Within ninety (90) days of the effective date of an order approving this Partial Company/Staff Disposition Agreement, the Company shall implement the recommendations contained in the Auditing Unit Report, attached hereto as Attachment I and incorporated by reference herein and provide proof of implementing the recommendations to the Manager of the Commission's Auditing Unit:
- (a) The Company will continue to develop continuous property records (CPRs) for all of the Company's Plant in Service and Contributions in Aid of Construction (CIAC) that include, where applicable, the amount of plant, depreciation reserve, CIAC, and CIAC reserve used by Staff in this case;
 - (b) The Company will keep the Company CPRs and general ledger up to date and complete;
 - (c) The Company will maintain the Company's books and records in accordance with National Association of Regulated Utility Commissioners (NARUC) Uniform System of Accounts (USOA);
 - (d) The Company will calculate depreciation expense on a monthly basis and include the amounts in the Company's general ledger;
 - (e) The Company will develop a list of duties and responsibilities for the certified operator and maintain the number of hours worked with a description of the functions performed by the operator; and,
 - (f) The Company will develop a list of duties and responsibilities for any employee that performs work for the Company and maintain the number of hours worked with a description of the functions performed by the employees.
- (10) The Receiver will file a rate case no later than 18 months after the effective date of the tariff revisions resulting from the current rate request.
- (11) 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 Company/Staff Partial 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 the Staff Case Coordinator who will file a copy in this case;
- (12) 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 Partial Company/Staff Disposition Agreement;

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

(14) The Company and Staff agree that they have read the foregoing Company/Staff Partial Disposition Agreement, that facts stated therein are true and accurate to the best of the Company's knowledge and belief, that the foregoing conditions accurately reflect the agreement reached between the Company and Staff; and that the Company freely and voluntarily enters into this Partial Disposition Agreement; and,

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

ITEMS TO BE RESOLVED THROUGH ARBITRATION

Staff and the Company hereby state that the true-up and amortization of accounts payable, capital structure, and treatment of loss of customers after September 30, 2013, have not been resolved and request that these items be addressed through the arbitration process provided for in Commission Rule 4 CSR 240.3.050(3).

ADDITIONAL MATTERS

Other than the specific conditions agreed upon and expressly set out herein, the terms of this Partial Company/Staff Disposition Agreement reflect compromises between Staff and the Company. In arriving at the amount of the annual operating revenue increase specified herein, neither 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 to allow the Company to determine how much revenue would be collected through the approved surcharge and to update receiver fees. A copy of the extension agreement can be found in the above-referenced EFIS Case Item Number 22 for the Request.

Staff has completed a Summary of Case Events and has included that summary as Attachment J to this Company/Staff Partial Disposition Agreement.

The Company acknowledges that Staff will be filing this Company/Staff Partial Disposition Agreement and the attachments hereto. The Company also acknowledges that Staff may make other filings in this case.

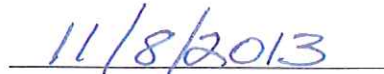
Additionally, the Company agrees that subject to the rules governing practice before the Commission, Staff shall have the right to provide whatever oral explanation the Commission may request regarding this Company/Staff Partial Disposition Agreement at any agenda meeting at which this case is noticed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

SIGNATURES

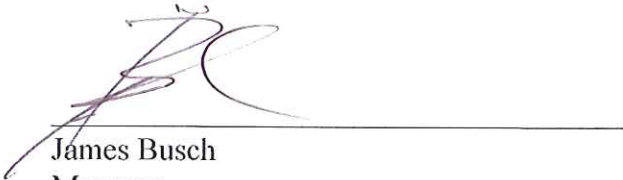
Agreement Signed and Dated:




Dale W. Johansen – Manager
Johansen Consulting Services, LLC
Court-Appointed Receiver
Rogue Creek Utilities, Inc.



Date



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



Date

List of Attachments

- Attachment A – Ratemaking Income Statement
- Attachment B – EMS Run
- Attachment C – Rate Base Worksheet
- Attachment D – Schedule of Depreciation Rates
- Attachment E – Example Tariff Sheets
- Attachment F – Billing Comparison Worksheet
- Attachment G – Water & Sewer Unit Memorandum
- Attachment H – EMSU Report
- Attachment I – Auditing Unit Recommendation Memorandum
- Attachment J – Summary of Events

Agreement Attachment A
Ratemaking Income Statement

Rogue Creek Utilities

Rate Making Income Statement-Water

Operating Revenues at Current Rates		Base Charge	Commodity	
1	Tariffed Rate Revenues *	\$ 15,789	\$ 13,674	\$ 2,115
2	Other Operating Revenues *	\$ 335	\$ 168	\$ 168
3	Total Operating Revenues	\$ 16,124	\$ 13,841	\$ 2,282
4	* See "Revenues - Current Rates" for Details			
Cost of Service		Base Charge	Commodity	
Item	Amount			
1	Receivership Fee-(base)	\$ 7,200	\$ 5,400	\$ 1,800
2	Receivership Fee-(trvel)	\$ 1,621	\$ 1,216	\$ 405
3	Electricity Expense	\$ 1,663		\$ 1,663
4	Chemicals	\$ 3,032		\$ 3,032
5	Certified Operator Fees	\$ 7,200	\$ 5,400	\$ 1,800
6	System repairs and Maintenance	\$ 600	\$ 360	\$ 240
7	Meter Reading	\$ 720		\$ 720
8	Office Supplies	\$ 294	\$ 294	\$ -
9	Postage Expense	\$ 284	\$ 284	\$ -
10	Telephone & Internet Expense	\$ -		\$ -
11	Outside Services-Contractors	\$ 1,101	\$ 826	\$ 275
12	Permit Fees	\$ 200	\$ 200	\$ -
13	Regulatory Commission Expense	\$ 140	\$ 70	\$ 70
14	Amortization Expense-3 year	\$ 2,975	\$ 2,975	\$ -
15	Miscellaneous General Expenses	\$ -		\$ -
16	Sub-Total Operating Expenses	\$ 27,030	\$ 17,025	\$ 10,006
17	Property Taxes	\$ -		\$ -
18	MO Franchise Taxes	\$ -		\$ -
19	Employer FICA Taxes	\$ -		\$ -
20	Federal Unemployment Taxes	\$ -		\$ -
21	State Unemployment Taxes	\$ -		\$ -
22	State & Federal Income Taxes	\$ 322	\$ 322	\$ -
23	Sub-Total Taxes	\$ 322	\$ 322	\$ -
24	Depreciation Expense	\$ 3,268	\$ 1,699	\$ 1,569
25	Interest Expense	\$ 830	\$ 432	\$ 398
26	CIAC Depreciation Offset	\$ (1,364)	\$ (709)	\$ (655)
27	Sub-Total Depreciation/Interest/Amortization	\$ 2,734	\$ 1,422	\$ 1,312
28	Return on Rate Base	\$ 1,294	\$ 673	\$ 621
29	Total Cost of Service	\$ 31,380	\$ 19,441	\$ 11,939
30	Overall Revenue Increase Needed	\$ 15,256	\$ 5,600	\$ 9,657

Agreement Attachment B

EMS Run

Exhibit No.:
Issue: Accounting Schedules
Witness: MO PSC Auditors
Sponsoring Party: MO PSC Staff
Case No: WR-2013-0436
Date Prepared: June 20, 2013



MISSOURI PUBLIC SERVICE COMMISSION
UTILITY SERVICES DIVISION
STAFF ACCOUNTING SCHEDULES

ROGUE CREEK WATER
CASE NO. WR-2013-0436

Jefferson City, Missouri

Jun-13

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Rate Design Schedule - Water

Line Number	A Description	B Account Number (Optional)	C Staff Annualized	D Customer Charge	E Commodity	F Percentage Rate
Rev-1	ANNUALIZED REVENUES					
Rev-2	Annualized Rate Revenues		(1) \$15,789			
Rev-3	Miscellaneous Revenues		(1) \$335			
Rev-4	TOTAL ANNUALIZED REVENUES		<u>\$16,124</u>			
1	OPERATIONS EXPENSES		(2)			
2	Receivership Fee (base charge)		\$7,200	\$0	\$7,200	0.00%
3	Receivership Fee (travel expenses)		\$1,621	\$0	\$1,621	0.00%
4	Electricity - Well		\$1,663	\$0	\$1,663	0.00%
5	Chemicals (Salt for Softening)		\$3,032	\$0	\$3,032	0.00%
6	TOTAL OPERATIONS EXPENSE		<u>\$13,516</u>	\$0	\$13,516	
7	MAINTENANCE EXPENSES					
8	Certified Operator Fees (Environmental Management Services)		\$7,200	\$0	\$7,200	0.00%
9	System Repair & Maintenance (Floyd Medley)		\$600	\$0	\$600	0.00%
10	TOTAL MAINTENANCE EXPENSE		<u>\$7,800</u>	\$0	\$7,800	
11	CUSTOMER ACCOUNT EXPENSE					
12	Meter Reading		\$720	\$0	\$720	0.00%
13	Office Supplies - billing postcards		\$294	\$0	\$294	0.00%
14	Postage & P.O. Box Rental		\$284	\$0	\$284	0.00%
15	TOTAL CUSTOMER ACCOUNT EXPENSE		<u>\$1,298</u>	\$0	\$1,298	
16	ADMINISTRATIVE & GENERAL EXPENSES					
17	Telephone & Internet		\$0	\$0	\$0	0.00%
18	Transportation Expense		\$0	\$0	\$0	0.00%
19	Outside Services - Contractors		\$1,101	\$0	\$1,101	0.00%
20	TOTAL ADMINISTRATIVE AND GENERAL		<u>\$1,101</u>	\$0	\$1,101	
21	OTHER OPERATING EXPENSES					
22	MO DNR Fees		\$200	\$0	\$200	0.00%
23	PSC Assessment		\$140	\$0	\$140	0.00%
24	Amortization Expense - 3-year		\$2,975	\$0	\$2,975	0.00%
25	CIAC Depreciation Offset		-\$1,364	\$0	-\$1,364	0.00%
26	Depreciation		\$3,268	\$0	\$3,268	0.00%
27	TOTAL OTHER OPERATING EXPENSES		<u>\$5,219</u>	\$0	\$5,219	
28	TAXES OTHER THAN INCOME					
29	Real & Personal Property Taxes		\$0	\$0	\$0	0.00%
30	Payroll Taxes		\$0	\$0	\$0	0.00%
31	TOTAL TAXES OTHER THAN INCOME		<u>\$0</u>	\$0	\$0	
32	TOTAL OPERATING EXPENSES		<u>\$28,934</u>	\$0	\$28,934	
33	Interest Expense		(3) \$830	\$0	\$830	0.00%
34	Return on Equity		(3) \$1,294	\$0	\$1,294	0.00%
35	Income Taxes		(3) \$322	\$0	\$322	0.00%
36	TOTAL INTEREST RETURN & TAXES		<u>\$2,446</u>	\$0	\$2,446	
37	TOTAL COST OF SERVICE		<u>\$31,380</u>	\$0	\$31,380	
38	Less: Miscellaneous Revenues		<u>\$335</u>	\$0	\$335	0.00%
39	COST TO RECOVER IN RATES		<u>\$31,045</u>	\$0	\$31,045	
40	INCREMENTAL INCREASE IN RATE REVENUES		<u>\$15,256</u>			
41	PERCENTAGE OF INCREASE		<u>94.62%</u>			

Rogue Creek Water
 Rate Case
 WR-2013-0436
 Test Year Ending 12-31-2012, Update 6-30-2013
 Rate Design Schedule - Water

A	B	C	D	E	F
Line Number	Account Number (Optional)	Staff Annualized	Customer Charge	Commodity	Percentage Rate
42	REQUESTED INCREASE IN REVENUES		\$0		

- (1) From Revenue Schedule
- (2) From Expense Schedule
- (3) From PreTax Rate of Return Schedule, Rate Base & Return Schedule

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Rate Base Required Return on Investment Schedule - Water

Line Number	A Rate Base Description	B Dollar Amount	
1	Plant In Service	\$109,233	From Plant Schedule
2	Less Accumulated Depreciation Reserve	\$81,965	From Depreciation Reserve Schedule
3	Net Plant In Service	\$27,268	
4	Other Rate Base Items:	\$0	
	Contribution In Aid of Construction	-\$69,870	
	CIAC Amortization	\$63,332	
	Materials & Supplies	\$2,299	
5	Total Rate Base	\$23,029	
6	Total Weighted Rate of Return Including Income Tax	10.62%	From PreTax Return & Taxes Schedule
7	Required Return & Income Tax	<u>\$2,446</u>	

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Rate of Return Including Income Tax - Water

	A	B	formulas
1 State Income Tax Rate Statutory / Effective	6.25% (2)	5.81%	(1 - (B2 x .5)) x A1
2 Federal Income Tax Rate Statutory / Effective	14.98% (1) & (2)	<u>14.11%</u>	(1 - B1) x A2
3 Composite Effective Income Tax Rate		19.92%	B1 + B2
4 Equity Tax Factor		1.2487	1 / (1-B3)
5 Recommended Weighted Rate of Return on Equity - Common and Preferred		<u>5.62%</u>	From Capital Structure Schedule
6 Weighted Rate of Return on Equity Including Income Tax		7.02%	B4 x B5
7 Recommended Weighted Rate of Return on Debt - Long-Term and Short-Term		<u>3.60%</u>	From Capital Structure Schedule
8 Total Weighted Rate of Return Including Income Tax		<u><u>10.62%</u></u>	B6+B7

To Rate Base Schedule

(1) If Sub-Chapter S Corporation, Enter Y: N

Equity Income Required **\$1,522**
& Preliminary Federal Tax

Tax Rate Table

Net Income Range				
Start	End	Tax Rate	Amount in Range	Tax on Range
\$0	\$50,000	15.00%	\$1,522	\$228
\$50,001	\$75,000	25.00%	\$0	\$0
\$75,001	\$100,000	34.00%	\$0	\$0
\$100,001	\$335,000	39.00%	\$0	\$0
\$335,001	\$9,999,999,999	34.00%	\$0	\$0
			<u>\$1,522</u>	<u>\$228</u>
			Consolidated Tax Rate:	
			Average Tax Rate: 0.1498	

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Capital Structure Schedule - Water

Line Number	A Description	B Dollar Amount	C Percentage of Total Capital Structure	D Embedded Cost of Capital	E Weighted Cost of Capital
1	Common Stock	\$12,043	50.10%	11.22%	5.621%
2	Other Security-Non Tax Deductible	\$0	0.00%	0.00%	0.000%
3	Preferred Stock	\$0	0.00%	0.00%	0.000%
4	Long Term Debt	\$11,997	49.90%	7.22%	3.603%
5	Short Term Debt	\$0	0.00%	0.00%	0.000%
6	Other Security-Tax Deductible	\$0	0.00%	0.00%	0.000%
7	TOTAL CAPITALIZATION	<u>\$24,040</u>	<u>100.00%</u>		<u>9.224%</u>

To PreTax Return Rate Schedule

Note: column C: is 6 positions with 4 that are displayed (if not totaled correctly, due to rounding)

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Plant In Service - Water

Line Number	A Account # (Optional)	B Plant Account Description	C Total Plant	D Adjustment Number	E Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
1		INTANGIBLE PLANT					
2	301.000	Organization	\$135			100.00%	\$135
3	302.000	Franchises	\$1,017			100.00%	\$1,017
4		TOTAL INTANGIBLE PLANT	\$1,152		\$0		\$1,152
5		SOURCE OF SUPPLY PLANT					
6	310.000	Land & Land Rights - SSP	\$0			100.00%	\$0
7	311.000	Structures & Improvements - SSP	\$3,838			100.00%	\$3,838
8	312.000	Collection & Impounding Reservoirs	\$0			100.00%	\$0
9	313.000	Lake, River & Other Intakes	\$0			100.00%	\$0
10	314.000	Wells & Springs	\$977			100.00%	\$977
11	315.000	Infiltration Galleries & Tunnels	\$0			100.00%	\$0
12	316.000	Supply Mains	\$1,259	P-12	-\$1,259	100.00%	\$0
13		TOTAL SOURCE OF SUPPLY PLANT	\$6,074		-\$1,259		\$4,815
14		PUMPING PLANT					
15	321.000	Structures & Improvements - PP	\$0			100.00%	\$0
16	325.000	Electric Pumping Equipment	\$0			100.00%	\$0
17	325.100	Submersible Electric Pumping	\$12,484	P-17	\$333	100.00%	\$12,817
18	326.000	Diesel Pumping Equipment	\$0			100.00%	\$0
19	328.000	Other Pumping Equipment	\$0			100.00%	\$0
20		TOTAL PUMPING PLANT	\$12,484		\$333		\$12,817
21		WATER TREATMENT PLANT					
22	330.000	Land & Land Rights-WTP	\$0			100.00%	\$0
23	331.000	Structures & Improvements - WTP	\$0			100.00%	\$0
24	332.000	Water Treatment Equipment	\$6,724			100.00%	\$6,724
25		TOTAL WATER TREATMENT PLANT	\$6,724		\$0		\$6,724
26		TRANSMISSION & DISTRIBUTION PLANT					
27	340.000	Land & Land Rights-T&D	\$0			100.00%	\$0
28	341.000	Structures & Improvements - T&D	\$0			100.00%	\$0
29	342.000	Distribution Reservoirs & Standpipes	\$6,034			100.00%	\$6,034
30	344.000	Fire Mains	\$0			100.00%	\$0
31	345.000	Services	\$12,319			100.00%	\$12,319
32	343.000	Transmission & Distribution Mains	\$53,049	P-32	\$126	100.00%	\$53,175
33	346.000	Meters- Bronze Chamber	\$0			100.00%	\$0
34	346.000	Meters- Plastic Chamber	\$9,250			100.00%	\$9,250
35	347.000	Meter Installations-	\$96			100.00%	\$96
36	348.000	Other Transmission & Distribution Plant	\$0			100.00%	\$0
37	349.000	Hydrants	\$0			100.00%	\$0
38		TOTAL TRANS. & DISTRIBUTION PLANT	\$80,748		\$126		\$80,874
39		GENERAL PLANT					
40	370.000	Land & Land Rights-GP	\$0			100.00%	\$0
41	371.000	Structures & Improvements - GP	\$0			100.00%	\$0
42	372.000	Office Furniture & Equipment	\$0			100.00%	\$0
43	372.100	Office Computer Equipment	\$1,143			100.00%	\$1,143
44	373.000	Transportation Equipment - GP	\$958			100.00%	\$958
45	379.000	Other General Equipment	\$0			100.00%	\$0
46	394.000	Tools, Shop & Garage Equip.	\$283			100.00%	\$283
47	397.000	Communication Equipment	\$467			100.00%	\$467
48		TOTAL GENERAL PLANT	\$2,851		\$0		\$2,851
49		TOTAL PLANT IN SERVICE	\$110,033		-\$800		\$109,233

To Rate Base & Depreciation Schedules

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Schedule of Adjustments for Plant in Service - Water

A Plant Adjustment Number	B Plant In Service Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
P-12	Supply Mains	316.000		-\$1,259
	Reclassify from Account 316 to Account 343		-\$1,259	
P-17	Submersible Electric Pumping	325.100		\$333
	Install New Well Pressure Switch		\$1,000	
	Remove cost from plant in service		-\$667	
P-32	Transmission & Distribution Mains	343.000		\$126
	Reclasify from Account 316 to Account 343		\$126	
Total Plant Adjustments				<u><u>-\$800</u></u>

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Depreciation Expense - Water

Line Number	A Account Number	B Plant Account Description	C Adjusted Jurisdictional	D Depreciation Rate	E Depreciation Expense
1		INTANGIBLE PLANT			
2	301.000	Organization	\$135	0.00%	\$0
3	302.000	Franchises	\$1,017	0.00%	\$0
4		TOTAL INTANGIBLE PLANT	\$1,152		\$0
5		SOURCE OF SUPPLY PLANT			
6	310.000	Land & Land Rights - SSP	\$0	0.00%	\$0
7	311.000	Structures & Improvements - SSP	\$3,838	2.50%	\$96
8	312.000	Collection & Impounding Reservoirs	\$0	0.00%	\$0
9	313.000	Lake, River & Other Intakes	\$0	0.00%	\$0
10	314.000	Wells & Springs	\$977	0.00%	\$0
11	315.000	Infiltration Galleries & Tunnels	\$0	0.00%	\$0
12	316.000	Supply Mains	\$0	2.00%	\$0
13		TOTAL SOURCE OF SUPPLY PLANT	\$4,815		\$96
14		PUMPING PLANT			
15	321.000	Structures & Improvements - PP	\$0	2.50%	\$0
16	325.000	Electric Pumping Equipment	\$0	0.00%	\$0
17	325.100	Submersible Electric Pumping	\$12,817	10.00%	\$1,282
18	326.000	Diesel Pumping Equipment	\$0	0.00%	\$0
19	328.000	Other Pumping Equipment	\$0	0.00%	\$0
20		TOTAL PUMPING PLANT	\$12,817		\$1,282
21		WATER TREATMENT PLANT			
22	330.000	Land & Land Rights-WTP	\$0	0.00%	\$0
23	331.000	Structures & Improvements - WTP	\$0	2.50%	\$0
24	332.000	Water Treatment Equipment	\$6,724	2.90%	\$195
25		TOTAL WATER TREATMENT PLANT	\$6,724		\$195
26		TRANSMISSION & DISTRIBUTION PLANT			
27	340.000	Land & Land Rights-T&D	\$0	0.00%	\$0
28	341.000	Structures & Improvements - T&D	\$0	2.50%	\$0
29	342.000	Distribution Reservoirs & Standpipes	\$6,034	2.50%	\$151
30	344.000	Fire Mains	\$0	0.00%	\$0
31	345.000	Services	\$12,319	2.50%	\$308
32	343.000	Transmission & Distribution Mains	\$53,175	2.00%	\$1,064
33	346.000	Meters- Bronze Chamber	\$0	0.00%	\$0
34	346.000	Meters- Plastic Chamber	\$9,250	0.00%	\$0
35	347.000	Meter Installations-	\$96	2.50%	\$2
36	348.000	Other Transmission & Distribution Plant	\$0	0.00%	\$0
37	349.000	Hydrants	\$0	0.00%	\$0
38		TOTAL TRANS. & DISTRIBUTION PLANT	\$80,874		\$1,525
39		GENERAL PLANT			

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Depreciation Expense - Water

Line Number	A Account Number	B Plant Account Description	C Adjusted Jurisdictional	D Depreciation Rate	E Depreciation Expense
40	370.000	Land & Land Rights-GP	\$0	0.00%	\$0
41	371.000	Structures & Improvements - GP	\$0	2.50%	\$0
42	372.000	Office Furniture & Equipment	\$0	0.00%	\$0
43	372.100	Office Computer Equipment	\$1,143	0.00%	\$0
44	373.000	Transportation Equipment - GP	\$958	13.00%	\$125
45	379.000	Other General Equipment	\$0	0.00%	\$0
46	394.000	Tools, Shop & Garage Equip.	\$283	5.00%	\$14
47	397.000	Communication Equipment	\$467	6.70%	\$31
48		TOTAL GENERAL PLANT	<u>\$2,851</u>		<u>\$170</u>
49		Total Depreciation	<u><u>\$109,233</u></u>		<u><u>\$3,268</u></u>

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Accumulated Depreciation Reserve - Water

Line Number	A Account Number	B Depreciation Reserve Description	C Total Reserve	D Adjustment Number	E Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
1		INTANGIBLE PLANT					
2	301.000	Organization	\$0			100.00%	\$0
3	302.000	Franchises	\$0			100.00%	\$0
4		TOTAL INTANGIBLE PLANT	\$0		\$0		\$0
5		SOURCE OF SUPPLY PLANT					
6	310.000	Land & Land Rights - SSP	\$0			100.00%	\$0
7	311.000	Structures & Improvements - SSP	\$1,542			100.00%	\$1,542
8	312.000	Collection & Impounding Reservoirs	\$0			100.00%	\$0
9	313.000	Lake, River & Other Intakes	\$0			100.00%	\$0
10	314.000	Wells & Springs	\$1,122			100.00%	\$1,122
11	315.000	Infiltration Galleries & Tunnels	\$0			100.00%	\$0
12	316.000	Supply Mains	\$0			100.00%	\$0
13		TOTAL SOURCE OF SUPPLY PLANT	\$2,664		\$0		\$2,664
14		PUMPING PLANT					
15	321.000	Structures & Improvements - PP	\$0			100.00%	\$0
16	325.000	Electric Pumping Equipment	\$0			100.00%	\$0
17	325.100	Submersible Electric Pumping	\$14,805	R-17	-\$667	100.00%	\$14,138
18	326.000	Diesel Pumping Equipment	\$0			100.00%	\$0
19	328.000	Other Pumping Equipment	\$0			100.00%	\$0
20		TOTAL PUMPING PLANT	\$14,805		-\$667		\$14,138
21		WATER TREATMENT PLANT					
22	330.000	Land & Land Rights-WTP	\$0			100.00%	\$0
23	331.000	Structures & Improvements - WTP	\$0			100.00%	\$0
24	332.000	Water Treatment Equipment	\$2,259			100.00%	\$2,259
25		TOTAL WATER TREATMENT PLANT	\$2,259		\$0		\$2,259
26		TRANSMISSION & DISTRIBUTION PLANT					
27	340.000	Land & Land Rights-T&D	\$0			100.00%	\$0
28	341.000	Structures & Improvements - T&D	\$0			100.00%	\$0
29	342.000	Distribution Reservoirs & Standpipes	\$3,479			100.00%	\$3,479
30	344.000	Fire Mains	\$0			100.00%	\$0
31	345.000	Services	\$7,864			100.00%	\$7,864
32	343.000	Transmission & Distribution Mains	\$35,389			100.00%	\$35,389
33	346.000	Meters- Bronze Chamber	\$0			100.00%	\$0
34	346.000	Meters- Plastic Chamber	\$13,053			100.00%	\$13,053
35	347.000	Meter Installations-	\$7			100.00%	\$7
36	348.000	Other Transmission & Distribution Plant	\$0			100.00%	\$0
37	349.000	Hydrants	\$0			100.00%	\$0
38		TOTAL TRANS. & DISTRIBUTION PLANT	\$59,792		\$0		\$59,792
39		GENERAL PLANT					
40	370.000	Land & Land Rights-GP	\$0			100.00%	\$0
41	371.000	Structures & Improvements - GP	\$0			100.00%	\$0
42	372.000	Office Furniture & Equipment	\$0			100.00%	\$0
43	372.100	Office Computer Equipment	\$2,033			100.00%	\$2,033
44	373.000	Transportation Equipment - GP	\$420			100.00%	\$420
45	379.000	Other General Equipment	\$0			100.00%	\$0
46	394.000	Tools, Shop & Garage Equip.	\$229			100.00%	\$229
47	397.000	Communication Equipment	\$430			100.00%	\$430
48		TOTAL GENERAL PLANT	\$3,112		\$0		\$3,112
49		TOTAL DEPRECIATION RESERVE	\$82,632		-\$667		\$81,965

To Rate Base Schedule

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Schedule of Adjustments for Accumulated Depreciation Reserve - Water

A	B	C	D	E
Reserve Adjustment Number	Accumulated Depreciation Reserve Adjustments Description	Account Number	Adjustment Amount	Total Adjustment Amount
R-17	Submersible Electric Pumping	325,100		-\$667
	Retire Well Pressure Switch		-\$667	
Total Reserve Adjustments				-\$667

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Revenue Schedule - Water

Line Number	A Account Number (Optional)	B Revenue Description	C Company/ Test Year Amount	D Adjustment Number	E Jurisdictional Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
Rev-1		ANNUALIZED REVENUES					
Rev-2		Annualized Rate Revenues	\$15,677	Rev-2	\$112	100.00%	\$15,789
Rev-3		Miscellaneous Revenues	\$335	Rev-3	\$0	100.00%	\$335
Rev-4		TOTAL ANNUALIZED REVENUES	\$16,012		\$112		\$16,124

Rogue Creek Water
 Rate Case
 WR-2013-0436
 Test Year Ending 12-31-2012, Update 6-30-2013
 Revenue Adjustment Schedule - Water

A Revenue Adj Number	B Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
Rev-2	Annualized Rate Revenues			\$112
	1. To Annualize Rate Revenues		\$112	
Rev-3	Miscellaneous Revenues			\$0
	1. To Annualize Miscellaneous Revenues		\$0	
Total Revenue Adjustments				\$112

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Rate Revenue Feeder Schedule - Water

Line Number	A Description	Residential 3/4"		Commercial 2"	
		B Amount	C Amount	D Amount	E Amount
1	<u>Customer Charge Revenues:</u>				
2	Customer Number	99		0	
3	Bills Per Year	12		0	
4	Customer Bills Per year	1,188		0	
5	Current Customer Charge	\$11.51		\$0.00	
6	Annualized Customer Charge Revenues		\$13,674		\$0
7	<u>Commodity Charge Revenues:</u>				
8	Total Gallons Sold	2,977,220		0	
9	Less: Base Gallons Included In Customer Charge	1,200,000		0	
10	Commodity Gallons	1,777,220		0	
11	Block 1, Commodity Gallons per Block	1,777,220		0	
12	Block 1, Number of Commodity Gallons per Unit	1,000		0	
13	Block 1, Commodity Billing Units	1,777.22		0.00	
14	Block 1, Existing Commodity Charge	\$1.19		\$0.00	
15	Block 1, Annualized Commodity Charge Rev.		\$2,115		\$0
16	Total Annualized Water Rate Revenues		\$15,789		\$0

Commodity Billing Units are based on the number of commodity gallons applicable to each block, divided by the tariff usage rate gallons (e.g. for tariff rate of \$2.50 per 1,000 gallons of usage, the commodity gallons for that rate would be divided by 1,000 to arrive at the number of commodity billing units).

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Rate Revenue Feeder Schedule - Water

Line Number	A Description	Total	
		F Amount	G Amount
1	Customer Charge Revenues:		
2	Customer Number	99	
3	Bills Per Year		
4	Customer Bills Per year	1,188	
5	Current Customer Charge		
6	Annualized Customer Charge Revenues		\$13,674
7	Commodity Charge Revenues:		
8	Total Gallons Sold	2,977,220	
9	Less: Base Gallons Included In Customer Charge	1,200,000	
10	Commodity Gallons	1,777,220	
11	Block 1, Commodity Gallons per Block		
12	Block 1, Number of Commodity Gallons per Unit		
13	Block 1, Commodity Billing Units		
14	Block 1, Existing Commodity Charge		
15	Block 1, Annualized Commodity Charge Rev.		\$2,115
16	Total Annualized Water Rate Revenues		\$15,789

Commodity Billing Units are based on the number of commodity gallons applicable to each block, divided by the tariff usage rate gallons (e.g. for tariff rate of \$2.50 per 1,000 gallons of usage, the commodity gallons for that rate would be divided by 1,000 to arrive at the number of commodity billing units).

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Miscellaneous Revenues Feeder - Water

Line Number	A Description	B Amount
1	Late Payment Fees	\$165
2	Reconnect Fees	\$135
3	Other Revenues	\$35
4	Total Miscellaneous Revenues	<u>\$335</u>

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Expense Schedule - Water

Line Number	A Account Number (Optional)	B Expense Description	C Company/ Test Year Amount	D Adjustment Number	E Adjustments	F Jurisdictional Allocation	G Adjusted Jurisdictional
1		OPERATIONS EXPENSES					
2		Receivership Fee (base charge)	\$3,442	W-2	\$3,768	100.00%	\$7,200
3		Receivership Fee (travel expenses)	\$436	W-3	\$1,185	100.00%	\$1,621
4		Electricity - Well	\$1,683	W-4	-\$20	100.00%	\$1,663
5		Chemicals (Salt for Softening)	\$2,896	W-5	\$136	100.00%	\$3,032
6		TOTAL OPERATIONS EXPENSE	\$8,457		\$5,059		\$13,516
7		MAINTENANCE EXPENSES					
8		Certified Operator Fees (Environmental Management Services)	\$0	W-8	\$7,200	100.00%	\$7,200
9		System Repair & Maintenance (Floyd Medley)	\$597	W-9	\$3	100.00%	\$600
10		TOTAL MAINTENANCE EXPENSE	\$597		\$7,203		\$7,800
11		CUSTOMER ACCOUNT EXPENSE					
12		Meter Reading	\$240	W-12	\$480	100.00%	\$720
13		Office Supplies - billing postcards	\$161	W-13	\$133	100.00%	\$294
14		Postage & P.O. Box Rental	\$112	W-14	\$172	100.00%	\$284
15		TOTAL CUSTOMER ACCOUNT EXPENSE	\$513		\$785		\$1,298
16		ADMINISTRATIVE & GENERAL EXPENSES					
17		Telephone & Internet	\$457	W-17	-\$457	100.00%	\$0
18		Transportation Expense	\$49	W-18	-\$49	100.00%	\$0
19		Outside Services - Contractors	\$943	W-19	\$158	100.00%	\$1,101
20		TOTAL ADMINISTRATIVE AND GENERAL	\$1,449		-\$348		\$1,101
21		OTHER OPERATING EXPENSES					
22		MO DNR Fees	\$200			100.00%	\$200
23		PSC Assessment	\$173	W-23	-\$33	100.00%	\$140
24		Amortization Expense - 3-year	\$0	W-24	\$2,975	100.00%	\$2,975
25		CIAC Depreciation Offset	\$0	W-25	-\$1,364	100.00%	-\$1,364
26		Depreciation	\$3,268	W-26	\$0	100.00%	\$3,268
27		TOTAL OTHER OPERATING EXPENSES	\$3,641		\$1,678		\$5,219
28		TAXES OTHER THAN INCOME					
29		Real & Personal Property Taxes	\$0			100.00%	\$0
30		Payroll Taxes	\$0			100.00%	\$0
31		TOTAL TAXES OTHER THAN INCOME	\$0		\$0		\$0
32		TOTAL OPERATING EXPENSES	\$14,667		\$14,277		\$28,934

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Expense Adjustment Schedule - Water

A Expense Adj Number	B Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
W-2	Receivership Fee (base charge)			\$3,758
	To normalize court ordered receiver fees (Harrison)		\$3,758	
W-3	Receivership Fee (travel expenses)			\$1,185
	To normalize receiver travel expenses (Harrison)		\$1,185	
W-4	Electricity - Well			-\$20
	To Annualize Electric Expense (Harrison)		-\$20	
W-5	Chemicals (Salt for Softening)			\$136
	To Annualize Chemical Expense (Harrison)		\$136	
W-8	Certified Operator Fees (Environmental Management)			\$7,200
	To normalize certified operator fees (Harrison)		\$7,200	
W-9	System Repair & Maintenance (Floyd Medley)			\$3
	To normalize level of misc. maintenance expense (Harrison)		\$3	
W-12	Meter Reading			\$480
	To normalize meter reading expense (Harrison)		\$480	
W-13	Office Supplies - billing postcards			\$133
	To normalize office supplies - billing postcards (Harrison)		\$133	
W-14	Postage & P.O. Box Rental			\$172

Rogue Creek Water
Rate Case
WR-2013-0436
Test Year Ending 12-31-2012, Update 6-30-2013
Expense Adjustment Schedule - Water

A Expense Adj Number	B Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment
	To normalize postage expense (Harrison)		\$172	
W-17	Telephone & Internet			-\$457
	To eliminate test year phone and internet expense (Harrison)		-\$457	
W-18	Transportation Expense			-\$49
	To eliminate test year transportation expense (Harrison)		-\$49	
W-19	Outside Services - Contractors			\$158
	To normalize outside services - contractors (Harrison)		\$158	
W-23	PSC Assessment			-\$33
	To Annualize PSC Assessment (Harrison)		-\$33	
W-24	Amortization Expense - 3-year			\$2,975
	To amortize Rogue Creeks back-payment owed to vendors over a 3-year period (Harrison)		\$2,975	
W-25	CIAC Depreciation Offset			-\$1,364
	To offset depreciation for CIAC (Harrison)		-\$1,364	
W-26	Depreciation			\$0
	1. To Annualize Depreciation		\$0	
	Total Expense Adjustments			<u>\$14,277</u>

Agreement Attachment C

Rate Base Worksheet

Rogue Creek Sewer
WR-2013-0436
Rate Base as of 6-30-2013
Source: Company Workpapers & Staff EMS

Water

Plant in Service	109,233
Less Depreciation Reserve	<u>81,965</u>
Net Plant in Service	27,268
Contribution in Aid of Construction	(69,870)
CIAC Amortization	63,332
Materials & Supplies	<u>2,299</u>
Net Rate Base	23,029

Agreement Attachment D

Schedule of Depreciation Rates

Rouge Creek Utilities
SCHEDULE of DEPRECIATION RATES
WATER Plant Accounts
WR-2013-0436

NARUC USOA ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DEPRECIATION RATE
Source of Supply		
311	Structures & Improvements	2.5%
314	Wells & Springs (2%)	0.0%
Pumping Plant		
321	Structures & Improvements	2.5%
325.1	Submersible Pumping Equipment	10.0%
325.2	High Service or Booster Pumping Equip.	6.7%
Water Treatment Plant		
331	Structures & Improvements	2.5%
332	Water Treatment Equipment	2.9%
Transmission and Distribution		
342	Distribution Reservoirs & Standpipes	2.5%
343	Transmission & Distribution Mains	2.0%
345	Customer Services	2.5%
346	Customer Meters & Installations (3.3%)	0.0%
347	Customer Meter Pits & Installation	2.5%
348	Hydrants	2.0%
General Plant		
371/390	Structures & Improvements	2.5%
372/391	Office Furniture & Equipment	5.0%
372.1/391.1	Office Electronic & Computer Equip. (14.3%)	0.0%
373/392	Transportation Equipment	13.0%
394	Tools, Shop, Garage Equipment	5.0%
397	Communication Equipment	6.7%

Version, 7/25/2013. The above recommended depreciation rates are based on Staff's review of the Company's operation and records, onsite visits, and discussion with company representatives.

Agreement Attachment E

Example Tariff Sheets

Name of Utility: Rogue Creek Utilities, Inc.
Service Area: Certificated Service Areas in Washington County

Rules & Regulations Governing Rendering of
Water Service

INDEX

Sheet No.

- 1 Index
- 2 Map of Service Area
- 3 Legal Description of Service Area
- 6 Schedule of Rates
- 7 Schedule of Service Charges

	Rule No.	Rule Title
8	.....1.	Definitions
11	.....2.	General Rules and Regulations
12	.....3.	Company Employees and Customer Relations
13	.....4.	Applications for Service
14	.....5.	Inside Piping and Water Service Lines
18	.....6.	Improper or Excessive Use
19	.....7.	Discontinuance of Service by Company
22	.....8.	Termination of Water Service at Customer's Request
23	.....9.	Interruptions in Service
24	.....10.	Bills for Service
28	.....11.	Meters and Meter Installations
31	.....12.	Meter Tests and Test Fees
32	.....13.	Bill Adjustments Based on Meter Tests
33	.....14.	Extension of Water Mains

* Indicates new rate or text
+ Indicates change

Issue Date: November 13, 2013
Month /Day/Year

Effective Date: January 1, 2014
Month /Day/Year

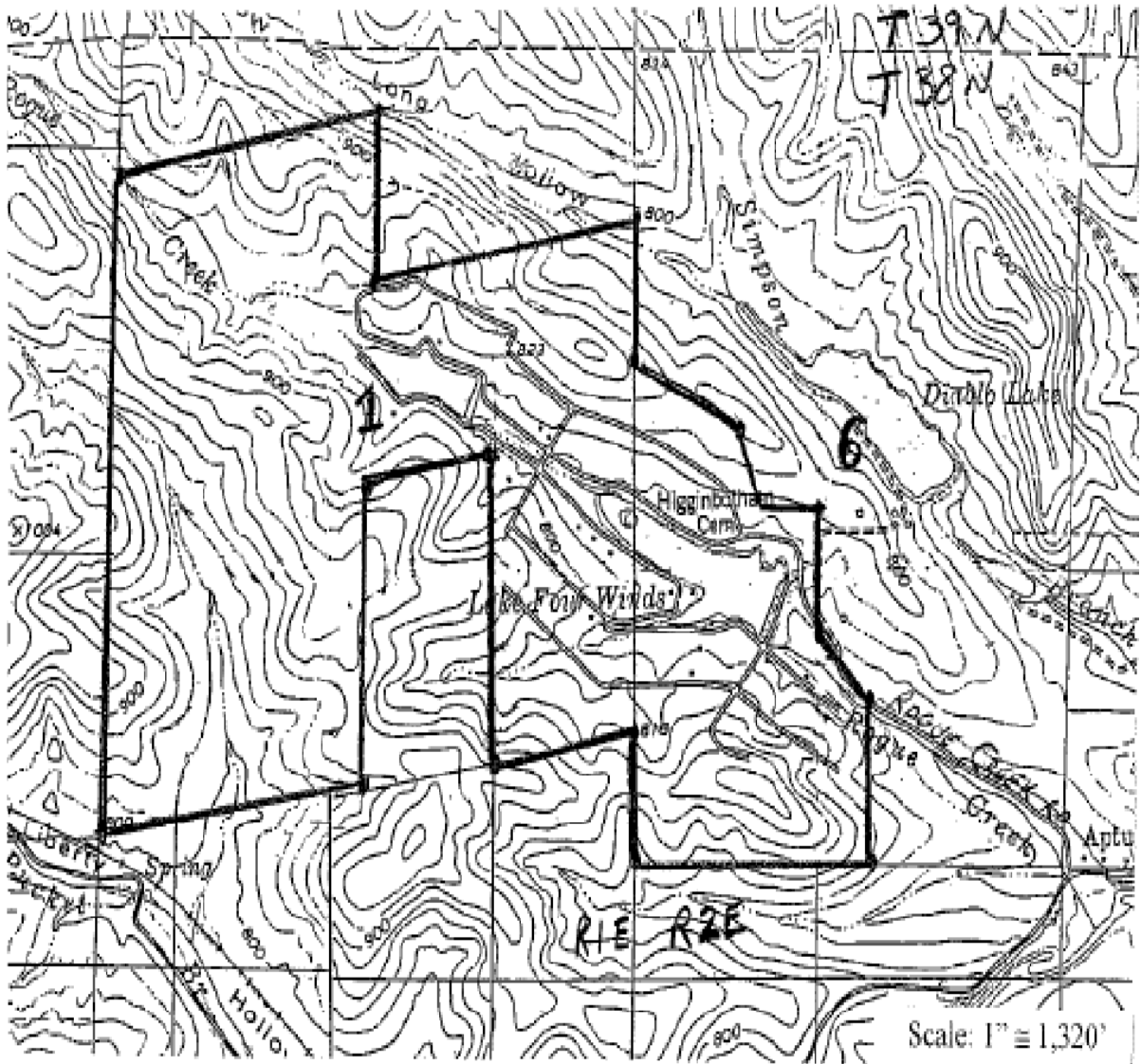
Issued By: Dale W. Johansen – Receiver
Name and Title of Issuing Officer

915 Country Ridge Dr., Jefferson City, MO 65109
Company Mailing Address

Name of Utility: Rogue Creek Utilities, Inc.
Service Area: Certificated Service Areas in Washington County

Rules & Regulations Governing Rendering of
Water Service

Map of Service Area



Issue Date: November 13, 2013
Month /Day/Year

Effective Date: January 1, 2014
Month /Day/Year

Issued By: Dale W. Johansen – Receiver
Name and Title of Issuing Officer

915 Country Ridge Dr., Jefferson City, MO 65109
Company Mailing Address

Name of Utility: Rogue Creek Utilities, Inc.
Service Area: Certificated Service Areas in Washington County

Rules & Regulations Governing Rendering of
Water Service

Legal Description of Service Area

Beginning at the Southwest corner of Section 6, Township 38 North, Range 2 East; thence North along the line between Range 1 East and Range 2 East a distance of 1082.40 feet to the Southeast corner of Section 1, Township 38 North, Range 1 East; thence along the South line of Section 1 bearing 78°16'25" West, a distance of 1369.50 feet; thence North 0°17'30" West, a distance of 2640 feet; thence South 78°06'08" West, a distance of 1369.50 feet; thence South 0°35'00" East, a distance of 1320 feet; thence South 78°12'18" West, a distance of 1369.50 feet; thence South 0°52'43" East, a distance of 1320.00 feet to a point on the South line of Section 1; thence South 78°16'25" West, a distance of 1369.50 feet to the Southwest corner of Section 1, Township 38 North, Range 1 East; thence North 1°36'37" East along the west line of Section 1 a distance of 5280 feet to the Northwest corner of Lot 2 in the Northwest quarter of Section 1; thence North 77°55'34" East along the North line of Lot 2 a distance of 2537.74 feet to the Northeast corner of Lot 2; thence South 0°35'00" East, a distance of 1320 feet to the Northwest corner of Lot 1 in the Northeast quarter of Section 1; thence North 78°01'00" East, a distance of 2796.50 feet to the Northeast corner of Lot 1; thence South 0°00'00" East along the Range line a distance of 1215.24 feet; thence South 61°00'00" East, a distance of 1036.20 feet; thence South 23°30'00" East, a distance of 704.22 feet; thence North 88°42'21" East, a distance of 701.59 feet; thence South 4°03'30" West, a distance of 794.69 feet; thence South 53°00'00" East, a distance of 169.34 feet; thence South 5°00'00" West, a distance of 440 feet; thence North 88°39'55" East, a distance of 318 feet thence South 4°05'47" West, a distance of 1320 feet; thence South 88°36'55" West along the South line of Section 6, Township 38 North, Range 2 East, a distance of 2112 feet, more or less, to the point of beginning; containing 442.92 acres in Section 1, Township 38 North, Range 1 East, and 158.90 acres in Section 6, Township 38 North, Range 2 East, all lying in Washington County, Missouri.

- * Indicates new rate or text
- + Indicates change

Issue Date: November 13, 2013
Month /Day/Year

Effective Date: January 1, 2014
Month /Day/Year

Issued By: Dale W. Johansen – Receiver
Name and Title of Issuing Officer

915 Country Ridge Dr., Jefferson City, MO 65109
Company Mailing Address

Name of Utility: Rogue Creek Utilities, Inc.
Service Area: Certificated Service Areas in Washington County

Rules & Regulations Governing Rendering of
Water Service

Legal Description of Service Area (continued)

Part of the NW 1/4 of the SE 1/4 of Section 6, Township 38 North, Range 2 East described as follows, to-wit: Begin at the Southwest corner of the Northwest quarter of the Southeast quarter of Section 6, Township 38 North, Range 2 East; thence North 710 feet to cedar post for a corner at the road, Mulberry 2 feet in diameter, South 23° East 17 feet; thence South 53° East along road 458 1/4 feet to a corner, Post Oak 12 inches South 60° West 4 feet Post Oak 9 inches South 20° East 7 feet and Post Oak 9 inches South 55° East 6 1/4 feet; thence South 5° West 440 feet to a corner on South line of Northwest quarter of Southeast quarter Black Haw 4 inches North 5° West 5 feet and a Chinquapin 5 inches North 45° West 8 feet; thence West 342 feet to the place of beginning, containing 5.28 acres.

The East half of the Southeast quarter of Section One (1), Township 38 North, Range 1 East, containing 80 acres, the Southwest fractional quarter of Section 6, Township 38 North, Range 2 East, containing 98.80 acres; the West half of the Southwest quarter of the Southeast quarter of Section 6, Township 38 North, Range 2 East, containing 20 acres and part of the Northwest quarter of the Southeast quarter of Section 6, Township 38 North, Range 2 East, described as follows: Beginning at the quarter Section corner on the East and West line between Section 6 and 7, Township 38 North, Range 2 East at a Post Oak 12 inches in diameter bears South 70° East 30 links, also a Post Oak 13 inches in diameter bears South 40° West 150 links, thence North 20 chains set a post from which a White Oak 18 inches in diameter bears North 20° West 50 links, thence East 350 links where set a post from which a Black Oak 5 inches in diameter bears North 20 degrees East 21 links, thence North 20 chains to beginning corner, containing 7 acres, all in Washington County, Missouri, containing 205.80 acres, more or less, according to the Official Plat Book of said County on file in the office of the Recorder of Deeds.

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Legal Description of Service Area (continued)

Also, the North half of the Southwest quarter, Lot One (1) and Two (2) of the Northwest quarter, and Lot One (1) of the Northeast quarter and the North half of the Southwest quarter of section One (1), Township 38 North , Range One (1) East, containing 320 acres.

The Southwest quarter of the Southwest quarter of Section One (1), Township 38 North, Range One (1) East, containing 40 acres, more or less, EXCEPT: .08 of an acre, more or less, deeded to Missouri Pacific Railroad Company by deed recorded in Book 115, page 299, Deed of Records of Washington County, Missouri.

Part of Lot One (1) of N.W. Fr. Quarter of Section 6, Township 38 North, Range Two (2) East, described as follows, to-wit: Begin at West 1/4 Section corner in field, thence east a distance of 17.50 chains to a point, (B/O. 30" for corner), thence North 23° 30" west a distance of 10.67 chains to a point (stake and rocks), thence N. 61° West 15.70 chains to a point, (Corner Axle), thence South a distance of 17.88 chains to the place of beginning, containing 21.1 acres, more or less.

All of the Southeast quarter of the Southwest quarter of Section One (1), Township 38 North, Range One (1) East, containing 40 acres.

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Schedule of Rates

Availability: The following monthly water service charges are available to any water Customer on the Company's main for supplying the service requested.

Monthly Minimum Water Service Charge: The following minimum monthly service charge must be paid regardless of the quantity of water metered.

Residential Rate - \$14.87 per month

Commercial Rate - \$148.72 per month

Water Service Commodity Charge: The following shall be billed for all metered usage:

\$4.01 per 1,000 gallons

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

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Rules & Regulations Governing Rendering of Water Service	
<u>Schedule of Service Charges</u>	
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	\$25
See Rule 5 B. 2 and 5 B. 3.	
Water Service Line Inspection Fee	\$25
See Rule 5 C.	
Turn-On Fee	\$15
Turn-Off Fee	\$15
Meter Test Fee	\$25
Late Charges	\$5 or 3%
The late charge is calculated monthly with the greater amount above being added to the delinquent bill	
Returned Check Charges	\$25
Service Calls for Damages caused by Customer	Actual cost but not less than \$40
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Rules & 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. A "COMMERCIAL CUSTOMER" is any common area owned or controlled by the Home Owner's Association including but not limited to the clubhouse, shower facilities, restrooms, and swimming pool.
- C. The "COMPANY" is Rogue Creek Utilities, Inc., acting through its officers, managers, or other duly authorized employees or agents.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the Company not requested by the Customer.

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Rules & Regulations Governing Rendering of
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Rule 1 continued

- I. 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.
- J. 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.
- K. 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.
- L. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- M. 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 periods of seasonal absence or turn-off.
- N. 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

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Water Service

Rule 1 continued

deemed to end at the edge of the street abutting the Customer's property.

O. 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

includes resubdivision thereof.

P. "TERMINATION OF SERVICE" is cessation of service requested by the Customer.

Q. "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.

R. "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.

S. 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.

T. 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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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 Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations, and in accordance with the statutes of the state of Missouri and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not comply with applicable 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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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 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 Rules and Regulations.

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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.
- 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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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 that are not on one lot that cannot be subdivided 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.

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Rule 5 continued

- 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 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.

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Rule 5 continued

- 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.
- 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 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

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Rule 5 continued

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, nor to permit others to use their hose or attachments, nor 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 procedure applicable to the Customer's sewer service in lieu of notification required by these Rules and Regulations.

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Rule 7 continued

- 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 twenty-four (24) 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.

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Rule 7 continued

- F. The provisions of paragraphs C. and E. above may be waived if safety of Company personnel while at the premises is a consideration.
- 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 AT CUSTOMER'S REQUEST

- A. Service will be terminated at the Customer's request, by giving not less than twenty-four (24) 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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Month /Day/Year

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Month /Day/Year

Issued By: Dale W. Johansen – Receiver
Name and Title of Issuing Officer

915 Country Ridge Dr., Jefferson City, MO 65109
Company Mailing Address

Name of Utility: Rogue Creek Utilities, Inc.
Service Area: Certificated Service Areas in Washington County

Rules & Regulations Governing Rendering of
Water Service

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.

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Rules & Regulations Governing Rendering of
Water Service

Rule 10 continued

- 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 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 discontinue 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

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Rules & Regulations Governing Rendering of
Water Service

Rule 10 continued

- d. Can provide credit references from a commercial credit source.
- 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.

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Rules & Regulations Governing Rendering of
Water Service

Rule 10 continued

- 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.
- 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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Rules & Regulations Governing Rendering of
Water Service

Rule 11 METERS AND METER INSTALLATIONS

- A. All 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 and/or 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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Rules & Regulations Governing Rendering of
Water Service

Rule 11 continued

- 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.
- 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 premises for one average billing period in the preceding year. Where damage is caused by the negligence of Company personnel at the premises, this

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Rules & Regulations Governing Rendering of
Water Service

Rule 11 continued

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 Staff 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 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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Rules & Regulations Governing Rendering of
Water Service

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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Rules & Regulations Governing Rendering of
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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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Rules & Regulations Governing Rendering of
Water Service

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 cost of the main extension divided by the total length of the main extension in

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Rules & Regulations Governing Rendering of
Water Service

Rule 14 continued

feet times one hundred (100) feet.

3. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs D.1. or D.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:
- 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.
 - 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.

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Rules & Regulations Governing Rendering of
Water Service

Rule 14 continued

3. The sum of all refunds to any applicant shall not exceed the total contribution which the applicant(s) has paid.
- 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.

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Agreement Attachment F

Billing Comparison Worksheet

Rogue Creek Utilities

Residential Customer Bill Comparison-Water

Rates for 5/8" Meter

	Current Rate	Proposed Rate	Current Usage Rate	Proposed Usage Rate
Monthly Customer Charge	\$11.51	\$14.87	\$1.190	\$4.010
Interim Monthly Charge	\$7.97	\$0.00	N/A	N/A
Special Monthly Surcharge	\$9.89	\$0.00	N/A	N/A

current customer charge is monthly charge and includes 1,000 gallons.

proposed customer charge does not include any gallons.

usage rate is per 1,000 gallons used

MONTHLY BILL COMPARISON

6,000 gallons/month usage

Current Monthly Charge

Monthly Customer Charge	\$ 11.51
Interim Monthly Charge	\$ 7.97
Special Monthly Surcharge	\$ 9.89
Usage Charge	\$ 5.95
Total Bill	\$ 35.32

Proposed Rates

Monthly Customer Charge	\$ 14.87
Interim Monthly Charge	\$ -
Special Monthly Surcharge	\$ -
Usage Charge	\$ 24.06
Total Bill	\$ 38.93

INCREASES

Monthly Customer Charge

\$ Increase	\$3.36
% Increase	29.21%

Interim Monthly Charge

\$ Increase	(\$7.97)
% Increase	-100.00%

Special Monthly Charge

\$ Increase	(\$9.89)
% Increase	-100.00%

Usage Charge

\$ Increase	\$18.11
% Increase	304.42%

Total Bill

\$ Increase	\$3.61
% Increase	10.23%

Agreement Attachment G

Water & Sewer Unit Memorandum

REPORT OF WATER AND SEWER UNIT
FIELD OPERATIONS AND TARIFF REVIEW

File Nos. WR-2013-0436 and SR-2013-0435
Rogue Creek Utility, Inc.
Martin Hummel/James Russo

Introduction

This Report was prepared jointly by Staff members Martin Hummel and James Russo. The Staff member responsible for each section is denoted at the end of each section.

Rogue Creek Utilities, Inc. (Company or RCU) holds certificates of public convenience and necessity granted by the Missouri Public Service Commission (the Commission), under which the Company provides water and sewer utility services.

The Company's original water tariff went into effect on December 1, 1976 and the original sewer tariff went into effect on June 1, 1978.

The Company provides water and sewer service to approximately 100 residential water and sewer customers in the Rogue Creek development approximately 8 miles north of Potosi in Washington County, Missouri. On March 27, 2013, the Company filed a request for an increase in sewer revenues and an increase in water revenues.

The Company is currently managed by the court-appointed receiver, Johansen Consulting Services, c/o Dale W. Johansen.

Facilities:

The water system consists of a single well providing 25 gallons per minute with a water softening unit used for reducing the level of lead in the water, two ground storage tanks with 4,500 gallon capacity and 4,000 gallon capacity, respectively, and a distribution system with water meters on all customer service connections.

- The water system does not consistently maintain adequate pressure (greater than 20 psi) and must have the pressure control switch at the well replaced; the remote location of the storage tanks from the well is a factor with respect to inconsistent pressure.
- Many of the water meters are old, and leaks associated with these meters further reduce system pressure. A replacement schedule along with associated capital is necessary.
- One of the water tanks has a leak in the roof, and arrangements are in place to schedule inspection of the tanks as soon as funds are available.
- Additional sampling sites are needed in conjunction with establishing a written sampling site plan.

- A second well is needed to improve system reliability.
- The water distribution system needs to be evaluated including identifying location and operability of all existing valves and determining where additional valves should be.

The sewer system is a 20,000 gallon per day extended aeration treatment plant, and the collection system consists of gravity collecting sewers, along with three (3) lift stations.

- The collector sewer on Watercrest Road has a break that allowed raw wastewater to exit and flow into the lake, and this break must be permanently repaired. Although sewage is not currently leaking since collecting sewer repair/replacement was recently completed under the direction of the Missouri Department of Natural Resources, additional collecting sewer cleaning and repair is needed in the Watercrest Road area to prevent another blockage that may result in leakage into the lake.
- A tributary sewer on Rogue Creek Road has a blockage that the Company has been unable to open, and this blockage is resulting in an overflow from a cleanout on a customer service sewer and is also causing slow drainage from connected houses.
- There are numerous repairs needed at the wastewater treatment plant, including weirs, sludge removal, air lift pumps, air diffusers, electric power supply service line, electrical controls, a second motor/blower and fencing.
- The three (3) lift stations need to be evaluated and covering structures repaired.
- The collection system needs to be surveyed and evaluated, including obtaining elevations of the manhole tops and inverts.
- As work progresses, additional deficiencies will be observed, and all the work will have to be prioritized to make best use of funds available.

(Hummel)

Operations and Maintenance:

Operations and maintenance for the Company should be provided by contractors. Due to lack of funds, much of this service has been restricted and contracted assistance has been limited. The receiver, assisted by PSC Staff, has been doing emergency maintenance which has included replacing profusely leaking water meters, routing and removing sewer blockages as best as could be accomplished with available equipment, reading meters, and making critical treatment plant repairs. The Department of Natural Resources responded to a sewer blockage that was causing wastewater to flow to the lake. With all of this work and additional observation, the receiver and PSC Staff have accumulated knowledge of the physical plant about which very little was previously known. (Hummel)

Tariff Review

Staff routinely updates water and sewer tariffs using a tariff template that can be modified for specific operations of the individual companies as they file rate cases with the Commission or as necessary. RCU's current PSC MO 2 water and sewer tariffs were originally filed October 4, 1988, and became effective November 5, 1988. The 4th Revised Sheet No.6 was filed May 13, 2013, and became effective May 31, 2013, and the 2nd Revised Sheet No. 7 was filed September 23, 2002, and became effective November 11, 2002, in both the water and sewer tariffs. In addition, the 1st Revised Sheet No. 24 in the water tariff was filed on October 4, 1989, and became effective on November 20, 1989. Staff is proposing to cancel the existing PSC MO 2 tariffs and replace them with PSC MO 3 for water and PSC MO 4 for sewer. (Russo)

Rate Design

Staff reviewed the current rate design and is recommending the current rate design be changed in this case. A new commercial customer class was added to account for the club house. The customer charge was determined by making the club house equivalent to 10 residential customers. Staff determined during the course of this case that part-time residents within Rogue Creeks service area used the club house facilities without receiving sewer or water service. In addition, Staff proposes the existing commodity rate for water be increased by an equal percentage amount. (Russo)

WATER AND SEWER UNIT STAFF RECOMMENDATIONS:

- 1) The Commission cancels the existing PSC MO No. 2 water tariff and replaces the water tariff with PSC MO No. 3.
- 2) The Commission cancels the existing PSC MO No. 2 sewer tariff and replaces the sewer tariff with PSC MO No. 4.
- 3) The receiver will file a rate case in 18 months after the effective date of the current rate request.

Agreement Attachment H

EMSU Report

REPORT OF CUSTOMER SERVICE AND BUSINESS OPERATIONS REVIEW

Engineering and Management Services Unit

Small Company Rate Increase Request

File Nos. SR-2013-0435 and WR-2013-0436

Rogue Creek Utilities, Inc.

Gary Bangert and Patricia Smith

The Engineering and Management Services Unit (EMSU) staff of the Missouri Public Service Commission (“Commission”) initiated an informal review of the customer service and business processes, procedures, and practices of Rogue Creek Utilities, Inc. (“Rogue Creek” or “Company”) in Potosi, Missouri, located in Washington County, in April 2013. The review was performed in response to the Company’s request for a rate increase in File Nos. SR-2013-0435 and WR-2013-0436, which was filed on March 27, 2013. This request includes a request for sewer and water tariff revisions to implement interim rates and special surcharges pending resolution of the small utility rate case procedure. The Company is requesting increases of \$48,565 in its annual sewer system operating revenues and \$40,425 in its annual water system operating revenues. This request represents increases of approximately 278% to the Company’s annual sewer system operating revenues and 254% to the Company’s annual water operating revenues.

The EMSU staff examined the Company’s tariffs, annual reports, 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 to the Company and conducted interviews with Company personnel. The EMSU staff’s review of the Company resulted in the following nine recommendations:

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

- 1. Develop and utilize time sheets to record the time associated with work assignments. This recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.*
- 2. Develop and execute a written agreement with the part-time Company employee who performs regular meter reading and maintenance actions. This recommendation should*

be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

3. Develop and utilize a written vehicle log to maintain information regarding vehicle usage. The log should include information regarding the vehicle type, date, description and location of the task, and the miles attributable to the task. This recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.
4. Initiate action to read water meters on a regular basis and develop a consistent schedule for mailing bills and performing other appropriate actions associated with bill collection. This recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.
5. Incorporate the correct delinquent date on customer bills that designates when customer accounts will be subject to late payment fees. Provide at least twenty-one (21) days from the rendition (or the mailing) of bills before a payment is considered delinquent as required by Commission Rule 4 CSR 240-13.020(7). This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.
6. Develop and require a signed customer application prior to providing service as specified in the Company's tariff. The Company's customer application shall include the date, the customer's signature, and a statement indicating that the customer agrees to abide by the Company's rates, rules and regulations, and applicable state statutes. This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.
7. Develop and utilize a notice of discontinuance of service that is in compliance with Commission Rule 4 CSR 240-13.050(4). This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.
8. Develop and implement a process to ensure all customer complaints received by Company personnel are documented and maintained for at least two (2) years. Documentation shall adhere to Commission Rules 4 CSR 240-13.040 and 4 CSR 240-60.010(4) and include the customer name, address, nature of the complaint, date of occurrence, as well as an explanation of what the Company has done to address the complaint. This recommendation should be completed within thirty (30) days

of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

9. Develop and distribute to all current and future customers written information specifying the rights and responsibilities of the Company and its customers. This document should adhere to Commission Rule 4 CSR 240-13.040(3). This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

The purpose of the EMSU is to promote and encourage efficient and effective utility management. These objectives contribute 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 are 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 focuses 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 2002 in Case No. QW-2002-0009. This review resulted in a written report and included recommendations for improvement in the areas of business operations, customer billing, and customer communications. The EMSU staff conducted follow-up work in 2007 associated with

these recommendations and determined that additional follow-up would be needed. Implementation actions requiring attention that have not been completed at the time of this EMSU staff customer service review are noted in the section of this report titled Findings, Conclusions, and Recommendations.

Overview

Rogue Creek was certificated by the Commission to provide water and sewer service in Missouri in June 1978. In the spring of 2007, Rogue Creek filed for voluntary receivership to operate the water and sewer system. Mr. Joe Coleman was appointed as receiver for Rogue Creek from November 7, 2007, until his death on April 27, 2008, at which time the court appointed Mrs. Rita Coleman, his widow, as successor receiver for Rogue Creek. On June 11, 2012, the Circuit Court for the County of Cole issued an order stating Johansen Consulting Services be appointed as the receiver of Rogue Creek Utilities, Inc. The Company provides water and sewer service to approximately one-hundred three (103) water customers and ninety-seven (97) sewer customers in the designated service areas. There has been minimal change in the number of customers over the past three years and little growth is anticipated. The business office for Johansen Consulting Services is located in Jefferson City, Missouri. Business office hours are 24/7 by phone and e-mail.

Rogue Creek has no employees; therefore, Johansen Consulting Services performs all business office functions and receives assistance from a part-time individual for outside plant responsibilities. Business office functions include entering meter readings, preparing and mailing customer bills, maintaining customer account records, posting customer bill payments, responding to customer complaints and inquiries, making bank deposits, and paying bills. Johansen Consulting Services has an agreement with one individual who lives in the vicinity of the Company's service territory to perform general maintenance work on a part-time basis and to respond to occasional customer calls regarding system problems. The part-time employee also assists Johansen Consulting Services with reading meters, although time sheets that track meter reading time are not maintained. There is no job description or written agreement pertaining to this part-time position. Rogue Creek owns no vehicles, although Johansen Consulting Services uses a personal vehicle when performing duties associated with Company business. Johansen Consulting Services asserts that a personal log is kept of mileage associated

with Company business; however, a copy of this log was requested by the EMSU staff but has not been provided.

Meter Reading

Johansen Consulting Services reads the water meters with the assistance of the part-time employee. Water meters are not read on a consistent schedule. Water meters are read at the end of the month or at the beginning of the month. Johansen Consulting Services asserts that six actual meter reads have been obtained from July 2012 through May 2013. All meters, including inactive meters, are read. Johansen Consulting Services asserts that it does not estimate meter reads although minimum tariff charges are applied to bills when meters are not read. A master meter on the system is read periodically and a comparison between customer water usage and water that is pumped is performed. Theft of water service has not been documented, although the Company is aware of one situation where a customer had water service and was not listed as an active customer.

Customer Billing

The Company's tariffs provide the rates for water and sewer service. Until May 31, 2013, customers' water bills were based on a monthly minimum customer charge of \$11.51 and a commodity charge of \$1.189 per 1,000 gallons over 1,000 gallons of usage. Sewer customers paid a flat fee of \$15.46 per month. Effective May 31, 2013, the Commission approved an Interim Rate A of \$7.97 per month and an Interim Rate B of \$9.89 per month for water service. The Commission also approved an Interim Rate A of \$5.61 per month and an Interim Rate B of \$10.18 per month for sewer service. Interim Rate A for water and sewer service will be in effect on a "subject to refund basis" through the completion of the current rate case or May 16, 2014, whichever occurs earlier. Interim Rate B for water and sewer service will expire on November 30, 2013.

Johansen Consulting Services uses Excel for accounting, billing, and to maintain customer records. Johansen Consulting Services indicated that bills are usually prepared and mailed between the 10th and 15th of the month, although there is no set schedule. The accuracy of bills is verified through visual inspection when the bills are produced. Information on the bills communicates that bills are due upon receipt and considered delinquent 21 days after the date the

bills are mailed. Johansen Consulting Services asserts that it started applying a late payment fee in April 2013, although the late payment fee is not applied until sometime after 22 days from the time the bills are mailed. The Company's water and sewer tariffs indicate that late fees can range from \$3.00 to three percent (3%) per month times the unpaid balance, whichever is more.

Payment Remittance

Customer payment options include check, money order or cash. Customer payments are made by mail. Since June 2012 all payments, except for two cash payments, were made by check. Johansen Consulting Services asserts that bill payments are processed as they are received and recorded on an Excel spreadsheet. Johansen Consulting Services indicates that bank deposits are made promptly after the receipt of payments.

Credit and Collections

Customers requesting water or sewer service are not required to complete a written application and a security deposit is not required as a condition for providing service. Johansen Consulting Services asserts that returned checks have not been a problem. There have been no returned checks since June 2012. In the event of a returned check, the Company's tariff provides for a \$20.00 returned check fee.

Johansen Consulting Services represents that an average of 10 customers is delinquent each month and 4 to 5 customers are more than 60 days in arrears. No water or sewer customers have been discontinued for nonpayment since June 2012. If a customer's water or sewer service were discontinued for nonpayment, the Company's tariff provides for a \$30.00 reconnection fee. A notice of discontinuance of service has not been prepared for use if a customer's service was scheduled to be discontinued for nonpayment. The Company does not use a collection agency to pursue the collection of amounts owed to Rogue Creek. No water or sewer accounts have been written off since June 2012.

Complaints and Inquiries

Customers with questions or concerns may call or e-mail Johansen Consulting Services using the contact information appearing on their bill. Johansen Consulting Services asserts that customer contacts are noted on a general work summary spreadsheet. However, the EMSU staff has been unable to verify the information that is recorded since a copy of the spreadsheet was

requested by the EMSU staff but has not been provided. A review of Commission complaint/inquiry records since 2010 showed one (1) complaint and no inquiries from water customers. The 2010 water customer complaint related to a disruption in water service. There have been no Commission complaints or inquiries from sewer customers since 2010.

Customer Communication

Customer bills are the primary means of communicating with customers, but customer letters have also been used to provide notice of rate increase requests. In addition, property association meetings are held where information related to water and sewer service has been discussed. Summary information regarding the rights and responsibilities of the Company and its customers has not been prepared and made available to customers.

Findings, Conclusions, and Recommendations

The following discussion presents a summary of the findings, conclusions, and recommendations pertaining to the Company's customer service operations. Recommendations resulting from rule or tariff violations are specifically noted and associated with a 30-day implementation requirement. The information presented in this section focuses on the following nine issues that require Company management's attention:

- Time Record
- Written Agreement
- Vehicle Log
- Meter Reading Schedule
- Delinquent Date Bill Information
- Written Service Application
- Notice of Discontinuance of Service
- Complaint and Inquiry Log
- Rights and Responsibilities Documentation

Time Record

Time records associated with Company work activity have not been developed. Johansen Consulting Services asserts that hand-written notes of activities like meter reading will be transferred to a spreadsheet, but this information has not been provided to the EMSU staff.

Maintaining accurate time records can serve and support several managerial and regulatory purposes, such as planning, budgeting, verification, and human resources.

- Time records assist in tracking the amount of time employees expend on all projects.
- Time sheets create a record, serving as visual feedback of the work and projects that have been accomplished.
- Data contained in the time records should be linked to accounting records and provide the necessary support for financial reporting and allocation of costs. Employee time records are useful in the regulatory process to support the pay and benefits that regulated utilities will receive in customer rates.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and utilize time sheets to record the time associated with work assignments. This recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Written Agreement

A written agreement has not been prepared that documents the job responsibilities and compensation provided to a part-time Company employee. This part-time individual performs general maintenance functions and assists with meter reading.

The lack of written contracts raises the possibility of a misunderstanding regarding the services that are provided and the basis of charges for these services. Written contracts would document rights and responsibilities and enable Company management to verify the legitimacy of charges incurred and the duties that are performed.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and execute a written agreement with the part-time Company employee who performs regular meter reading and maintenance actions. This

recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Vehicle Log

Johansen Consulting Services has not provided examples of vehicle logs associated with the performance of Company business while using a personal vehicle. While Johansen Consulting Services asserts that mileage records are kept, the EMSU staff has been unable to verify the existence and appropriateness of these records. Although the Company owns no vehicles, this lack of written documentation makes it difficult to determine the utilization of personal vehicles for Company-related activities. An appropriate vehicle log would provide useful information including the vehicle type, date, a general description and location of the task, and the miles driven attributable to the task. This information could be helpful in making Company business decisions.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and utilize a written vehicle log to maintain information regarding vehicle usage. The log should include information regarding the vehicle type, date, description and location of the task, and the miles attributable to the task. This recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Meter Reading Schedule

Customers' water meters are not read every month on a consistent schedule. Johansen Consulting Services asserts that water meters were read a total of six times from July 2012 until May 2013. The EMSU staff was informed that an attempt is made to read meters sometime between the end of the month and the first part of the following month. Johansen Consulting Services also indicates that bills are mailed sometime between the 10th and 15th of the month.

The occurrence of irregular meter readings and an inconsistent schedule for mailing bills has the potential to create several problems. Customers cannot depend on receiving their water and sewer bill at the same time each month. Variance in delinquent dates from month to month can create confusion and uncertainty as to when a late payment fee may be applied. An inconsistent billing schedule with varying dates for applying late payment fees could contribute to a delinquency problem. Furthermore, an inconsistent meter reading schedule could lead to

billing periods falling outside the requirement of 4 CSR 240.015(C) which prescribes a normal usage period of 26 to 35 days.

Regular monthly meter reading combined with a consistent pattern for mailing bills and performing other actions associated with bill payment collection is beneficial. Customers would know when to expect their bill and could plan on making a timely payment. This could result in a reduction in the number of delinquent payments and the associated follow-up collection activity.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Initiate action to read water meters on a regular basis and develop a consistent schedule for mailing bills and performing other appropriate actions associated with bill collection. This recommendation should be completed within ninety (90) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Delinquent Date Bill Information

Customer bills do not state the correct date that account payments will be delinquent and subject to a late payment fee. Information included on customer bills states that accounts are considered delinquent and subject to late fees 21 days after bills are mailed. While Johansen Consulting Services asserts that late fees are not assessed until at least 22 days after mailing, the information communicated on each bill is in violation of Commission Rule 4 CSR 240-13.020(7). This rule states, “A monthly-billed customer shall have at least twenty-one (21) days ... from the rendition of the bill to pay the utility charges.” Therefore, a bill payment should not be considered delinquent until the 22nd day after rendition or mailing. Incorporating the correct description of the delinquent date on customer bills would ensure that the communication provided to customers is consistent with Commission rules.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Incorporate the correct delinquent date on customer bills that designates when customer accounts will be subject to late payment fees. Provide at least twenty-one (21) days from the rendition (or the mailing) of bills before a payment is considered delinquent as required by Commission Rule 4 CSR 240-13.020(7). This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Written Service Application

The Company has not prepared and does not collect a signed customer application for service from its customers. Rule 4(a) of the Company's sewer and water tariffs requires a signed application from any customer prior to the provision of service. The customer application should include the customer's signature, the date the document was signed, and a statement indicating that the customer agrees to abide by the Company's rates, rules and regulations, and applicable state statutes. The signed and dated customer application would provide Rogue Creek more leverage to collect monies owed should the need arise.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and require a signed customer application prior to providing service as specified in the Company's tariff. The Company's customer application shall include the date, the customer's signature, and a statement indicating that the customer agrees to abide by the Company's rates, rules and regulations, and applicable state statutes. This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Notice of Discontinuance of Service

The Company has not prepared a notice of discontinuance of service. While no services have been discontinued for nonpayment since Johansen Consulting Services has taken responsibility for the Company's operations, a notice of discontinuance is not available for use. Commission Rule 4 CSR 240-13.050(4) states:

The notice of discontinuance shall contain the following information: (A) The name and address of the customer and the address, if different, where service is rendered; (B) A statement of the reason for the proposed discontinuance of service and the cost for reconnection; (C) The date on or after which service will be discontinued unless appropriate action is taken; (D) How a customer may avoid the discontinuance; (E) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time; and (F) A telephone number the customer may call from the service location without incurring toll charges and the address of the utility prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this rule.

The preparation and appropriate use of a notice of discontinuance would enable the Company to adhere to Commission rules and provide customers with the information they would need in the event discontinuance of service is warranted.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and utilize a notice of discontinuance of service that is in compliance with Commission Rule 4 CSR 240-13.050(4). This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Complaint and Inquiry Log

No Company record of customer contacts has been made available to the EMSU staff. Johansen Consulting Services asserts that information associated with customer contacts is recorded on a general work summary spreadsheet; however, the EMSU staff has been unable to verify the appropriateness of this record. The Commission's Utility Billing Practices 4 CSR 240-13.040 specifies that utilities are required to maintain records on their customers for at least two years relating to "The number and general description of complaints registered with the utility." Commission Rule 4 CSR 240-60.010(4) applicable to sewer companies states:

The utility shall maintain a file of customer complaints received on the service it provides. The file shall include the name and address, as well as the nature of the complaint and date of occurrence. A detailed explanation of what the utility did to correct the trouble which originated the complaint shall be recorded.

The 2002 EMSU staff customer service report also documented the lack of a system for recording complaints and inquiries. The lack of a complaint and inquiry log makes it difficult, if not impossible, for the Company to provide accurate documentation of the nature of its complaints and inquiries. The availability of documented complaint information is a good tool which would enable Company management to evaluate the reasons customers contact the Company and determine if any measures could be taken to reduce customer contacts and improve customer satisfaction. The availability of documentation regarding customer contacts would also help to show the Company's responsiveness in addressing customer issues.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and implement a process to ensure all customer complaints received by Company personnel are documented and maintained for at least two (2) years. Documentation shall adhere to Commission Rules 4 CSR 240-13.040 and 4 CSR 240-60.010(4) and include the customer name, address, nature of the complaint, date of occurrence, as well as an explanation of what the Company has done to address the complaint. This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Rights and Responsibilities Documentation

The Company has not prepared comprehensive, written information documenting the rights and responsibilities of the Company and its customers. The Company is in violation of Commission Rule 4 CSR 240-13.040(3) which states:

A utility shall prepare, in written form, information which in layman's terms summarizes the rights and responsibilities of the utility and its customers in accordance with this chapter. The form shall be submitted to the consumer services department of the Missouri Public Service Commission, and to the Office of the Public Counsel. This written information shall be displayed prominently, and shall be available at all utility office locations open to the general public, and shall be mailed or otherwise delivered to each residential customer of the utility if requested by the customer. The information shall be delivered or mailed to each new customer of the utility upon the commencement of service and shall be available at all times upon request.

The availability of written information would provide useful facts relating to billing procedures, payment requirements, customer deposits, discontinuance of service, inquiries and complaints, and access to the Company, Commission, and the Office of the Public Counsel. Written information would be a valuable educational resource for new and existing customers.

THE EMSU STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and distribute to all current and future customers written information specifying the rights and responsibilities of the Company and its customers. This document should adhere to Commission Rule 4 CSR 240-13.040(3). This recommendation should be completed within thirty (30) days of the effective date of any Commission order issued in cases, SR-2013-0435 and WR-2013-0436.

Implementation Review

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

Agreement Attachment I

Auditing Unit Recommendation Memorandum

AUDITING UNIT RECOMMENDATION MEMORANDUM

FROM: Paul R. Harrison
Auditing Unit Staff

TO: Jim Russo
Water and Sewer Unit, Case Coordinator

CC: Amy Moore
Staff Counsel's Office
Kim Bolin
Mark Oligschlaeger

**SUBJECT: Auditing Unit's Findings and Recommendation for Rogue
Creek Utilities, Inc.**
Case Nos. WR-2013-0436 and SR-2013-0435

DATE: July 3, 2013

Rogue Creek Utilities, Inc. ("Rogue Creek" or "Company") filed a rate increase request with the Missouri Public Service Commission ("Commission" or PSC) on March 27, 2013. On that date, the Company also filed a request to implement interim rates and a special surcharge pending resolution of its request of the small utility rate case procedures. The Company requested an increase in the amount of \$40,425 in the Company's annual water system operating revenues and an increase of \$48,565 in its annual sewer system operating revenues, and these rate changes, if approved, would result in an increase over current revenues of approximately 254% for water service and 278% for sewer service. Rogue Creek currently serves 103 water customers and 97 sewer customers in Washington County, Missouri. Rogue Creek's current water and sewer rates became effective on November 11, 2002.

Based upon the Company's filing, the above requested amount includes a \$36,870 request for a special surcharge for both water and sewer operations. The Company asserts the requested surcharge is needed in order to perform system maintenance and improvements of the water and sewer systems in the amount of \$14,435, many of which are required for compliance with Missouri Department of Natural Resources (MDNR) requirements, and to make back payments for essential water and sewer vendor services in the amount of \$21,260, which the Company has not been able to previously pay. Rogue Creek has represented that, in order for Rogue Creek to qualify for a loan from the bank to pay for these items, there would need to be an agreement that the surcharge would be included in the customers' monthly bills.

Also included in the above rate request is \$35,175 for an interim rate increase for both water and sewer operations.

The specific reasons cited by the Company for the requested total increases in the Company's annual operating revenues for both water service and sewer service include: (1) increases in the Company's routine operation and maintenance expenses; (2) increases in the Company's receivership-related expenses; (3) the need to perform, and recover the cost of, several deferred maintenance items, many of which are related to compliance with requirements of MDNR; and (4) the need to pay, and recover the cost of, several past-due accounts payable.

AGREEMENT REGARDING EMERGENCY INTERIM RATES

On May 14, 2013, Rogue Creek, the Commission Staff ("Staff"), and the Office of the Public Counsel ("Public Counsel"), filed an *Agreement Regarding Emergency Interim Rates and a Request for Commission Order (Agreement)*.

The signatories agreed, based on current customer numbers and an assumed 100% customer payment rate, that the interim rates included in the revised tariff sheets are designed to increase Rogue Creek's gross monthly revenues as follows:

Interim Rate A – Water	\$821
Interim Rate A – Sewer	\$544
Interim Rate B – Water	\$1,018
Interim Rate B – Sewer	\$988

The signatories also agreed that the revenues to be collected through implementation of Interim Rate B are to be used as follows:

- a. Inspection of water storage tanks (bid price of \$2,685);
- b. Installation of new water well pressure switch and associated expenses (estimated cost of \$1,000);
- c. Payment of past-due accounts payable owed to Environmental Management Services (\$4,850 total as of June 30, 2013);
- d. Clearing of partially blocked main downstream of recent main replacement adjacent to Watercrest Road and east of lake spillway (estimated cost of \$500);
- e. Clearing of blocked/overflowing multi-family lateral near 11106 Rogue Creek Road (estimated cost of \$1,500); and
- f. Repair of sewer main break near 10264 Watercrest Road (estimated cost of \$1,500).

To the extent the revenues collected pursuant to Interim Rate B exceed the costs of the items described above, Rogue Creek agreed to use such excess revenues to pay toward one or more of the following items:

- a. Repair of sludge return pump at sewage treatment plant (estimated cost of \$500);
- b. Purchase of water meters needed for replacement of leaking or inoperable meters (estimated cost of \$900);
- c. Past-due accounts payable owed to Mr. Floyd Medley (cost of \$1,740 as of June 30, 2013);
- d. Past-due accounts payable owed to Mr. Brad Mashek (cost of \$1,350 as of June 30, 2013); and
- e. Past-due accounts payable owed to Johansen Consulting Services (cost of \$15,242 as of June 30, 2013).

The signatories recognized that, even with implementation of the proposed interim rates, outstanding past-due balances will still likely be owed to Floyd Medley, Brad Mashek and Johansen Consulting Services at the conclusion of this rate proceeding, and the signatories agree to address those balances as a part of the permanent rates to be set at the conclusion of these cases (Nos. SR-2013-0435 and WR-2013-0436).

To the extent that the combination of Rogue Creek's current monthly charges and interim rate A exceed the calculated permanent rates resulting from Case Nos. SR-2013-0435 and WR-2013-0436, the signatories agreed that the difference between the new permanent rates and the combination of the current monthly charges and interim rate A, multiplied by the months the charges under interim rate A were collected, and multiplied by the number of customers on each applicable service, shall be refunded to the customers through the tariff sheets effectuating the permanent rates in these cases. As a result, these interim rates are designated on the tariffs as "SUBJECT TO REFUND."

ORDER APPROVING UNANIMOUS AGREEMENT AND APPROVING TARIFF

On May 21, 2013, the Commission ordered, in part, in its *Order Approving Unanimous Agreement and Approving Tariff* that:

- 1) The Agreement Regarding Emergency interim rates and Request for Order is approved and the parties are directed to abide by its terms,
- 2) Prior to November 30, 2013, Rogue Creek Utilities, Inc. shall make every reasonable effort to complete the items described in paragraph 6 of the Agreement,
- 3) Rogue Creek Utilities, Inc. shall use the funds collected pursuant to Interim Rate B in the manner described in paragraphs 6 and 8 of the Agreement, and
- 4) The water and sewer tariff sheet, filed on May 14, 2013, is approved to become effective on May 31, 2013.

TEST YEAR AND UPDATE PERIOD

Staff used a test year consisting of the twelve months ending December 31, 2012, with an update period through June 30, 2013, to develop its revenue requirement recommendation in this case. Based upon the examination of the Company's books and records, the Audit Staff's cost of service calculations show a revenue requirement of \$14,852 (89.06% increase) for the water systems (WR-2013-0436), and \$28,110 (153.36% increase) for the sewer systems (SR-2013-0435). However, the interim rates that went into effect May 31, 2013, generate \$9,554 for the water system and \$5,808 for the sewer system, excluding Interim Rate B which ends on November 30, 2013. Therefore, Staff's permanent rate recommended increase in this case is \$5,298 for Rogue Creek's water system and \$22,302 for the sewer system. Attached to this Memorandum are the Audit Staff's Accounting Schedules and relevant workpapers related to the audit.

Included in the computation of the water and sewer revenue requirements in the Staff Accounting Schedules (EMS) is a 9.21% weighted average cost of capital (rate of return). Ms. Shana Atkinson of the Financial Analysis Unit provided and recommended this overall rate of return based upon a hypothetical capital structure. Also, the depreciation rates used in Staff's calculations for depreciation expense were provided and recommended by Mr. Art Rice of the Engineering and Management Services Unit (EMSU). The Staff's contribution in aid of construction (CIAC) depreciation offset adjustment was included in the Income Statement Adjustment Schedule.

RATE BASE

Plant in service, depreciation reserve, CIAC and CIAC amortization were updated through June 30, 2013, for all investment that is paid for and in service for both the water and sewer systems. Mr. Rice of the EMSU compiled the plant in service, reserve, CIAC and CIAC amortization balances that was included in the last rate case and updated all items up through June 30, 2013. The net rate base for the water and sewer operations is \$24,208 and \$44,432, respectively. Additionally, when Rouge Creek obtains sufficient cash flow from customer rates, they will be replacing ten water meters and the new meters will need to be added to plant in service, Account 346 – plastic meters. When the Company purchases and replaces these meters, the cost basis of the old meters will need to be removed from plant in service and depreciation reserve.

Staff determined the proper amount of materials and supplies balance to include in rate base for this case by using the ending balance that was included in the Company's 2012 Commission Annual Report. The Staff included \$2,299 for water and \$0 for the sewer balances of materials and supplies in the cost of service for this case. Additionally, when Rogue Creek obtains sufficient cash flow from customer rates; they will be purchasing five meters for future use. These meters will need to be added to materials and supplies when purchased.

REVENUES

Water revenue was developed by multiplying the fixed minimum monthly charge of \$13.16 by the number of active metered customers (103) to derive the amount of total customer charge revenues for a month. This result was annualized taking into account the twelve monthly billing periods to derive the total fixed annual revenue. The annualized metered variable revenues were determined by multiplying the annualized gallons per customer in accordance with the Company's existing tariff. The total annualized water revenue amount included in the Staff's revenue requirement is \$16,341.

Sewer revenue was determined by multiplying the fixed minimum charges for the (97) active customers using the appropriate current tariff rates of \$15.27. The annualized sewer revenue amount included in the Staff's revenue requirement is \$17,995.

Staff also included a normalized level of \$335 for water and \$335 for sewer for Rogue Creek's water and sewer revenues to include money received for late payment fees, reconnect fees and other miscellaneous revenues.

EXPENSES

The operating expenses of the Company for the test year were reviewed during the audit and, when necessary, adjustments were made. In the course of the audit, the Audit Staff significantly relied on the Company's bank statements, check registers and vendor invoices to determine the expense portion of the cost of service for the utility's operations as no formal accounting system is in place. Rogue Creek is required to maintain its financial records in conformity with the Commission's Uniform System of Accounts (USOA) for water and sewer utilities. However, the current receiver started operating the system and maintaining the Company's books and records in July of 2012. He is in the process of setting up his books and records to comply with the USOA requirements. **The Audit Staff recommends that the Company continue to update and maintain its books and records in order to comply with the USOA requirements. An accurate record keeping system is essential for financial stability of the Company and is a key factor in providing safe and adequate service to its customers.**

RECEIVERSHIP FEES

Rogue Creek is under the control of a court appointed receiver, Johansen Consulting Services ("Johansen Consulting), that is responsible for the management and operations of the Company. In addition, the receiver provides all billing services for the water and sewer system. The compensation for services provided to the Company by the receiver is at the rate of \$1,200 per month plus travel expenses. Based upon the approval by a court of receiver fee payments, Staff did not attempt to determine whether this rate was reasonable or if the amount of receivership fees authorized to Johansen Consulting in the past were appropriate. Staff normalized these expenses at \$14,400 annually for both

water and sewer operations. Staff split the receiver fees evenly between water and sewer. In addition, Mr. Johansen makes two trips per month from Jefferson City, Missouri, to Rogue Creek. However, in the future, Mr. Johansen will only be making one trip per month once the system is operating properly. Therefore, Staff annualized the travel expense by multiplying the mileage traveled by the receiver to and from Rogue Creek by the IRS allowed mileage reimbursement rate plus one meal at the per-diem rate and \$20 per hour for five and one half hours of travel time. Staff split the travel expenses evenly between water and sewer. Additionally, Mr. Johansen is owed back-payments for court-imposed receiver fees and travel expenses of \$15,242 as of June 30, 2013. Audit Staff recommends a 3-year amortization of these one-time costs and accordingly included one-third of the cost in Staff's cost of service.

CERTIFIED OPERATOR FEES

Environment Management Services (Mr. Jeff Benson) is the contracted certified operator for Rogue Creek. Mr. Benson operates and maintains the water and sewer systems for Rogue Creek. In addition, he provides all of the water and sewer testing as required by MDNR. The compensation for his services provided to the Company is set at the rate of \$1,200 per month. The Staff normalized this expense at \$14,400 annually for both water and sewer operations. Staff split the operator fees evenly between water and sewer. Additionally, Mr. Benson is owed a back payment from Rogue Creek for his services of \$4,848. He discontinued his services in early 2013 for non-payment of his services by Rogue Creek. It is Staff's understanding that his contract will be renewed once the back-payment amount is paid by the Company. This amount is included in the interim rate B calculation for Rogue Creek water and sewer operations and is split evenly between water and sewer.

ELECTRIC EXPENSES

Staff adjusted Rogue Creek's test year electric expense by using a two-year average of Rogue Creek's actual electric expense to normalize it. Staff's normalized level of electric expense for Rogue Creek is \$1,663 for water and \$4,061 for sewer in this case.

CHEMICALS

Rogue Creek uses salt to treat the water sold to its customers. During the test year, the 12 months ending December 31, 2012, Rogue Creek received seven shipments of salt for its water system. Staff adjusted Rogue Creek's chemical expense for water by multiplying the normal level of seven shipments of salt by the price of its last shipment to normalize this expense. In addition, Rogue Creek is required by MDNR to treat its sewer water prior to discharging it into the creeks and streams. Rogue Creek uses chlorine tablets to disinfect the discharged water for seven months of the year (April through October) as required by MDNR. Mr. Martin Hummel of the Commission's Water and Sewer Unit recommended the overall level of cost to disinfect the discharged water for

the seven month requirement be \$600. Therefore, Staff included a chemical expense of \$3,032 for water and \$600 for sewer in its cost of service for this case.

SLUDGE HAULING

The sludge for Rogue Creek has not been removed from the treatment plant for approximately two years due to non-availability of funds and the former certified operator resigning his position with the Company in July 2011. During calendar year 2011, the Company spent \$1,650 for sludge removal for the first seven months of the year and the sludge has not been removed since that date. Since the test year did not reflect any sludge hauling expenses for the Company, Mr. Hummel of the Water and Sewer Unit determined a reasonable cost of removing the initial sludge and a reasonable annual amount of sludge expense for the system. Mr. Hummel determined that Rogue Creek's treatment plant needed to have three initial loads of sludge pumped out of it in order for it to function properly. He also estimated that the sludge needed to be hauled out of the treatment plant approximately ten times each year at an estimated cost of \$300 per truck load. Based upon his analysis, the Audit Staff determined that the initial cost to remove the sludge build-up from the treatment plant is \$900 and recommends a three-year amortization of this one-time cost in its cost of service. Additionally, the Audit Staff determined that the annualized amount for the sludge hauling expense should be \$3,000 based upon Mr. Hummel's analysis.

MISCELLANEOUS MAINTENANCE AND METER READING

Mr. Floyd Medley performs all of Rogue Creek's miscellaneous maintenance and meter reading for the water and sewer systems. He is paid a rate of \$15 per hour for the time that he works on the systems. Staff included an annualized level of \$600 for water and \$600 for sewer for miscellaneous maintenance expense on the systems. In addition, he reads the meters each month which takes him approximately four hours. Therefore, Staff included \$720 in its cost of service for meter reading expense. Additionally, Mr. Medley is owed back-payment for his services of \$1,740 as of June 30, 2013. Audit Staff recommends a three-year amortization of these one-time costs to include them in Staff's cost of service for water and sewer operations.

POSTAGE

Staff included an annualized level for postage expense of \$589 for billing cards, \$569 for postage and \$76 for postal box rental for both the water and sewer systems in this case. The billing cards and postage amounts were developed by multiplying the number of customers for each system by the current cost of stamps and billing cards each month and multiplying that total by twelve to annualize this expense for both water and sewer. These costs are split evenly between the water and sewer systems.

MDNR FEES

Staff included in its cost of service the actual incurred expense of \$200 for lab fees and \$150 for MDNR permit fees for Rogue Creek's water and sewer.

PSC ASSESSMENT

The Company's current PSC Assessment fee for both water and sewer is \$1,320. The Staff included the actual amount of the Company's PSC Assessment that it paid to the Commission in its cost of service for both the water and sewer systems. New PSC Assessment amounts will become effective on July 1, 2013 for all utilities in Missouri, and the Audit Staff will update this expense on that date.

OUTSIDE CONTRACTORS

Staff normalized the test year level of outside vendor expense by using a two-year average of the actual incurred expense paid to vendors. The normalized level of this expense is based on vendor invoices paid out during calendar year 2011 and 2012. Staff's normalized outside contractor expense for Rogue Creek is \$1,100 for water and \$4,569 for sewer. These costs are included in Staff's cost of service for this case.

AMORTIZATION EXPENSE

The accumulated total of back-payments owed to vendors and one-time cost items that need to be included in the Company's cost of service as of June 30, 2013, are \$8,926 for water and \$26,115 for sewer. The back-payments owed to vendors consist of receivership fees (\$15,242), miscellaneous maintenance and meter reading (\$1,740) and system repair service calls of \$1,350. The one-time costs consist of initial sludge hauling (\$900), repair of sludge pump (\$500) and DNR paid Environmental Restoration costs of (\$15,309) for a sewer overflow into the creek. At the time this Memorandum was developed, it is unknown whether DNR will allow the Company to re-pay the amount of \$15,309 over a period of time or require a lump-sum payment. Staff used a three-year average to amortize all of these costs for its cost of service. The amortization expense included in Staff's cost of service is \$2,975 for the water system and \$8,705 for the sewer system.

To the extent the revenues collected pursuant to Interim Rate B exceed the costs of certain projects and past-due accounts payable amounts previously listed in this memorandum, Rogue Creek has agreed to use such excess revenues to pay toward one or more of additional past-due account payable amounts, repair of the sludge return pump or the purchase of the ten meters. However, if some or all of the additional past-due accounts payables, sludge return pump repair costs or purchase costs of ten meters are not recovered through Interim Rate B, the Audit Staff recommends that these costs be included in the Company's cost of service and amortized over a three-year period.

Audit Staff Recommendations:

The Company should fully comply with these recommendations by November 30, 2013:

- a) Interim Rate B will terminate and no longer be included on water and sewer customer bills as of November 30, 2013.

The Company should fully comply with these recommendations at the conclusion of this rate case.

- b) The permanent rates that are developed and included in the tariffs for this case will replace the Interim Rate A that is “subject to refund” and was approved by the Commission in the Interim rate case for this Company.

The Company should fully comply with these recommendations within 90 days of the effective date of the Commission Order for this case:

- a) The Company shall continue to develop continuous property records (CPRs) for all of the Company’s Plant in Service and Contribution in Aid of Construction (CIAC) that include, where applicable, the amount of plant, depreciation reserve, CIAC, and CIAC reserve used by Staff in this case;
- b) The Company shall keep the Company’s CPRs and general ledger up to date and complete;
- c) The Company shall maintain the Company’s books and records in accordance with National Association of Regulated Utility Commissioners (NARUC) Uniform System of Accounts (USOA);
- d) The Company shall calculate depreciation expense on a monthly basis and include the amounts in the Company’s general ledger;
- e) The Company shall develop a list of duties and responsibilities for the certified operator and maintain the number of hours worked with a description of the functions performed by the operator;
- f) The Company shall develop a list of duties and responsibilities for any employee that performs work for the Company and maintain the number of hours worked with a description of the functions performed by the employees, and
- g) The Company shall maintain a log of the date, number of hours, travel time, and any other expense incurred or charged to the Company by the receiver.

Agreement Attachment J

Summary of Case Events

Rogue Creek Utilities, Inc.
Case #WR-2013-0436
Summary of Case Events

Date Filed	March 27, 2013
Day 150	October 23, 2013
Extension?	Yes
If yes, why?	Allow Company to determine amount being collected from surcharge and to update receiver fees.
Amount Requested	\$40,425
Amount Agreed Upon	\$15,256
Item(s)/Dollar(s) Driving Rate Increase	Company is in receivership and requires major repairs.
Number of Customers	102
Weighted Rate of Return inc. Income Tax	10.60%
Return on Equity	11.22%
Assessments Current	Yes
Annual Reports Filed	Yes
Statement of Revenue Filed	Yes
Other Open Cases before Commission	SR-2013-0435
Status with Secretary of State	Administratively Dissolved December 31, 2004.
DNR Violations	None
Significant Service/Quality Issues	1. Low system pressure. 2. Pressure switch at well needs replacement.

Staff Participant Affidavits

James M. Russo – Water & Sewer Department

Martin Hummel – Water & Sewer Department

Paul Harrison-Auditing Department

Arthur Rice – Engineering & Management Services Department

Gary Bangert – Engineering & Management Services Department

Patricia Smith – Engineering & Management Services Department

BEFORE THE PUBLIC SERVICE COMMISSION

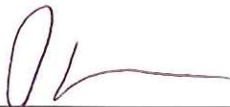
OF THE STATE OF MISSOURI

AFFIDAVIT OF JAMES M. RUSSO

In the Matter of a Small Utility Rate Case)
Procedure for Rogue Creek Utilities, Inc.) File No. WR-2013-0436

STATE OF MISSOURI)
) SS
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 *Company/Staff Partial Agreement Regarding Disposition of Small Water Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachment A, E, F, G, and J to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment A, E, F, G, and J to the Disposition Agreement; and (6) that the matters set forth in Attachment A, E, F, G, and J 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 6th day of November, 2013.

LAURA BLOCH
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: June 21, 2015
Commission Number: 11203914



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI


AFFIDAVIT OF MARTIN HUMMEL

In the Matter of a Small Utility Rate Case)
Procedure for Rogue Creek Utilities, Inc..)

File No. WR-2013-0436

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

COMES NOW Martin Hummel, being of lawful age, and on his oath states the following: (1) that he is a Utility Engineering Specialist III 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 *Company/Staff Partial Agreement Regarding Disposition of Small Water Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachment G to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachment G to the Disposition Agreement; and (6) that the matters set forth in Attachment G to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.




Martin Hummel
Utility Engineering Specialist
Water & Sewer Unit

Subscribed and sworn to before me this 7th day of November, 2013.



KENELLE R. SEIDNER
My Commission Expires
February 4, 2015
Cole County
Commission #11004782



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

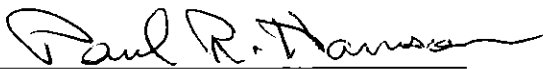
AFFIDAVIT OF PAUL R. HARRISON

In the Matter of a Small Utility Rate Case)
Procedure for Rogue Creek Utilities, Inc.)

File No. WR-2013-0436

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

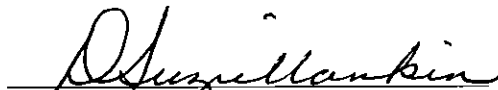
COMES NOW Paul R. Harrison, being of lawful age, and on his oath states the following: (1) that he is a(n) Utility Regulatory Auditor IV in the Missouri Public Service Commission's Auditing Unit; (2) that he participated in the Staff's investigation of the small company rate increase request that is the subject of the instant case; (3) that he has knowledge of the foregoing *Company/Staff Partial Agreement Regarding Disposition Of Small Water Company Revenue Increase Request* ("Disposition Agreement"); (4) that he was responsible for the preparation of Attachments B, C and I to the Disposition Agreement; (5) that he has knowledge of the matters set forth in Attachments B, C and I to the Disposition Agreement; and (6) that the matters set forth in Attachments B, C and I to the Disposition Agreement are true and correct to the best of his knowledge, information, and belief.



Paul R. Harrison
Utility Regulatory Auditor IV
Auditing Unit

Subscribed and sworn to before me this 6th day of November, 2013.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: December 12, 2016
Commission Number: 12412070


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

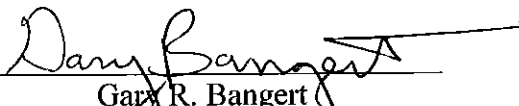
AFFIDAVIT OF GARY R. BANGERT

In the Matter of a Small Utility Rate Case)
Procedure for Rogue Creek Utilities, Inc.)

File No. WR-2013-0436

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

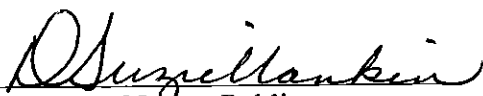
COMES NOW Gary R. Bangert, being of lawful age, and on his oath states the following: (1) that he is a(n) Utility Management Analyst III in the Missouri Public Service Commission’s Engineering and Management Services Department; (2) that he participated in the Staff’s investigation of the small company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



Gary R. Bangert
Utility Management Analyst III
Engineering and Management
Services Department

Subscribed and sworn to before me this 6th day of November, 2013.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: December 12, 2016
Commission Number: 12412070



Notary Public

