

FILED
February 14, 2024
Data Center
Missouri Public
Service Commission

Exhibit No. 5

Staff – Exhibit 5
Attachments filed with
Staff Complaint in WC-2023-0353
File No. WO-2024-0036

MISTY WATER WORKS

24410 Tigger Lane

St. Roberts, Mo. 65584

Dear Water Customer:

Jeff Grube

Updated June 29, 2021

Misty Water Works has been your water service provider since September 1, 2016 and also August 1, 2018. The water wells were acquired from Mr. Jim Parsons, *and Don Baker*

Water usage and expenses have increased over the years, therefore the water usage monthly fee will increase beginning January 1, 2019. You are requested to look over the provided agreement attached.

It is our intentions to provide an improved water service maintenance and upkeep of operating equipment and overall policy and management equality for all users

The following changes will be made effective as of *August 1, 2021*, for all users on the Misty Water Works wells and water lines

- 1.) The regular monthly water fee will be \$45.00 per month.
- 2.) If the monthly payment is 10 days late there will be an additional charge of \$15.00 per month late fee.
- 3.) 3 to 6 months pre-payments may be made at \$13.00 per month.
- 4.) 9 months pre-payments may be made at *\$42.00 per month for \$378.00*
- 5.) 12 months pre-payments may be made at *\$41.00 per month for \$492.00*
- 6.) All fees shall be rounded to the nearest whole number.
- 7.) Swimming pools will be charged an extra \$15.00 per month or pre-paid for 12 months at *10% discount or \$162.00*

It is important and essential for the water system to be managed and maintained to ensure continual availability of good water for all parties, therefore it is equally important and essential for charges and fees to be paid on a timely and appropriate basis, to ensure regular expenses and charges are paid accordingly.

Each year at a minimum, Misty Water Works intends to provide updates and concerns for any changes or adjustments necessary to be made for each upcoming new year. If you should have questions or concerns about these matters, please call Travis Blevins at 573-855-2769 to address your concerns.

Thank-you in advance for your continued understanding, concerns, patience and cooperation in these matters.

Secretary:
Misty Water Works



Travis Blevins
PO Box 882
Saint Robert, MO 65584

Travis Blevins

Staff Exhibit No. 5
Date 10/25/23 Reporter Bjb
File No. WO-2024-0036

The Outlaw's Corral

15405 15402 Texas Rd

St Robert MO 65584

Phone: (573) 855-2769

Mailing Address: PO Box 882

St Robert MO 65584

12-17-2021

FROM: TRAVIS BLEANS (Water Service)

TO: JEFF GRUBE

24461 Tigger Ln

St Robert, MO 65584

Enclosed is an updated letter for your reference information, in effect as of August 1, 2021.

Please use this updated letter for your next payment of water services when next due.

Your water services are paid-up thru June, 2022. Your next payment will be due on July 1, 2022. No further notice will be sent to you.

Thank you in advance for your continued cooperation.

Travis

The Outlaw's Corral

15405 Texas Rd

St Robert MO 65584

~~Phone: 573-855-2769~~

Mailing Address: PO Box 882

St Robert MO 65584

From: Travis Blevins
Public Water System
(Charity) (Rolling Hills) (Misty Mountain)

As of September of this year (2022) the water wells that supply water to your residence have been activated by Department of Natural Resources (DNR) as a Public Water System. Because of this activation there are additional requirements that have been mandated which has caused additional expenses to operate manage and control under the DNR (state level) guideline's and requirements as a Public Water System. In the near future you will receive a new agreement to furnish water for your acceptance and signature as a Public Water System user.

The following are some of the additional requirements and expenses;

1. An approved certified licensed operator
2. Sample testing of the water from residence locations as directed by DNR.
3. "Redo" water sampling subject to monthly water sample testing laboratory reports.
4. Additional chemical water treatment as required and or required by DNR.
5. Increased monthly water sampling to determine and ensure good drinking water quality.
6. Increased reporting to state (DNR).

At present our approved certified license operator is Lori Jean. You may be requested from time to time to allow the operator to take water samples from your residence & is hereby requested as a normal monthly operation. Also at present the estimated annual increase of the expenses has been determined to be an approximate \$12,000 per year or \$1,000 per month overall for the Public Water System to operate under and by the guideline requirements of DNR. Effective December 1, 2022 the

monthly water fee will increase from \$45.00 to \$55.00 per month. All previous prepaid accounts will be honored as paid until the renewal month, at which time will then be currently calculated. During the remainder of the month of November 2022 you may take advantage of the current prepaid payment schedule. The late fee of \$15.00 will remain the same for payments received after the 10th of the months. The expenses and water fee for swimming pools will remain at \$180.00 per year or \$15.00 per month. All current or past due accounts set aside for separate payment must be brought up to date and current by January 1, 2023 to take advantage of any pre-pay discount options. In the event you are currently paying your water fee on an automatic pay service and you do not wish to change the amount currently paying give me a call to discuss an alternative amount to pay in addition to your automatic payment amount. Prepaid account pricing beginning 12/1/2022 will be as follows

12 months pre-pay= \$612.00 (save \$48.00) (\$51.00 per mon)

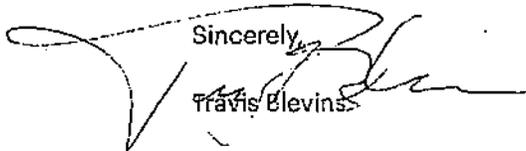
6 months pre-pay=\$312 (save\$36.00) (\$52.00 per mon)

3 months pre-pay= \$159.00 (save\$24.00) (\$53.00 per mon)

Auto pay can be set up at \$53.00 per month

The overall pricing changes under the requirements of (state) Department of Natural Resources (DNR) will be subject to change on a quarterly basis, also subject to a more extended experience of operating as a public water system.

Thank you in advance for your attention and cooperation.

Sincerely,

Travis Elevins

Ps. Feel free to call me and discuss the above changes in more details and a possible alternative to the Public Water System requirements.

AGREEMENT TO FURNISH WATER
Management Services

THIS AGREEMENT, made and entered into this 1st day of December 2022, by and between TRAVIS BLEVINS and/or assigns herein after referred to as First Parties or Grantor, and LAWRENCE E. REINHART hereinafter referred to as Second Party or Grantee: Crystal Reinhart

WITNESSETH:

WHEREAS, First Parties are owners of a water well located on real estate in Pulaski County, Missouri described on Exhibit "A", on which well is located. And

WHEREAS, Second Parties are, or expect to become in the near future, owners of the real estate in Pulaski County, Missouri described on Exhibit "B" (which is attached hereto and made a part hereof by reference as fully as if set forth herein); and

WHEREAS, the said well is intended to provide a source of water for a residence located on the real estate described on Exhibit "B". And

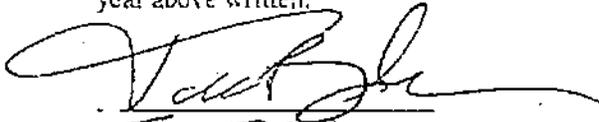
WHEREAS, the parties desire to formalize their agreements concerning the furnishing of water by First Party:

NOW THEREFORE, in consideration of the premises and in consideration of the execution of this agreement by the other party, the parties agree as follows:

1. First Parties shall furnish water from a said well for normal residential use on the said real estate described on said Exhibit "A"
2. Second Parties shall pay to First parties the sum of \$55.00 per month, payable monthly in advance by the 1st day of each month; provided, however, that First Parties shall have the right, no more often than quarterly to increase the amount of the monthly charge by a percentage which is not greater than 15%. If the monthly payment is 10 days late there will be an additional charge of \$15.00 per month late fee. Any change in the amount of the monthly charge shall be effective with the month which begins after at least 30 days written notice of the change has been given by First Parties to Second Parties.
3. Second Parties shall use water from the said well only for normal residential purposes for one single-family residence located on the real estate described on Exhibit "A"
4. In the event of a shortage of water, the Second parties shall abide by any reasonable requests for conservation of water.

5. This agreement may be terminated by either party upon at least 30 days written notice in the event water service for the said real estate of Second Parties becomes available from a municipal or public water supply system, or Second Parties may terminate this agreement upon at least 30 days written notice to First Parties in the event Second Parties acquires another source of water. Upon termination of this agreement as provided in this paragraph #5 all rights and obligations of Second Parties hereunder shall terminate.
6. The parties acknowledge and agree that it will not be considered a violation of this agreement for water service to be disrupted for a reasonable period of time required for making repairs.
7. Second parties hereby grant unto First Parties a permanent easement, fifteen feet in width, one-half of which shall be on each side of the center of the existing pipeline extending from said real estate described on Exhibit "A" to the said well, for the purpose of maintenance, repair and replacement of that pipeline.
8. Second Parties shall be solely responsible for the cost of maintenance and repair of the pipeline connecting the residence on the real estate described on Exhibit "B". The well and main line to include valves are the responsibility of the First Parties they shall keep those in good repair at all times.
9. If Second parties should fail or refuse to pay as required by the terms of this agreement, or should fail to perform any other term or condition herein contained to be performed by Second Parties, then First parties may, after giving at least ten days written notice of the default, terminate the rights of Second Parties hereunder by giving written notice to that effect to Second Parties. All rights of Second Parties hereunder shall terminate unless and until Second Parties shall cure all default (including payment of interest at the statutory rate on all sums due from that party, and including the payment of all expenses, including reasonable attorney fees, incurred by First parties by reason of such default). After six months without payment the First parties are no longer obligated to furnish water to the Second parties. If First Parties choose to reconnect at that time there will be a \$250.00 fee assessed to the Second parties.
10. Each party using water from the said well assumes the risk of damage or injury resulting from the use of that well and no other party shall be liable therefore.
11. The rights and obligations of Second Parties shall run with the real estate described as Exhibit "A" and "B", and shall be for the use and benefit of, and shall be binding upon, all persons hereafter having any interest in that real estate.
12. There shall be no watering of livestock to include horses or other hooved animals.
13. Swimming Pools will be an extra \$150⁰⁰ per month or an extra \$ 180⁰⁰ per year.

14. All wells and shut off valves are the property of Travis Plevins and/or assigns
and do not belong to you. They are not to be tampered with by
homeowner's. You must have your own shut off valve at your place of residence.
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and
year above written.


TRAVIS PLEVINS
70 BOX 882
ST ROBERT, MO. 65884

LAURENCE REINER

CRYSTAL REINER

First Parties"

"Second Parties"

See Exhibit A & Exhibit B

Exhibit A

Exhibit B

20925 Rowden Lane

TRAVIS BLANKS
DMA
WATER WATCH WORKS

Lawrence W. Crystal Reiner
20925 Rowden Lane
Waynesville, MO 65584 65583

January 9, 2023

REFERENCE: 180311

At present your water usage account is past due. However, you can resolve your account to current discount status by making payment up to date on or before the 16th day of January 2023, as outlined below in the outline.

Current Status Outline: Your account was due and payable on December 1, 2022 and is now currently past due in the amount of \$110.00

This notice is intended to help resolve the status of your water usage account respectfully rather than create more of a problem for all users concerned.

Current Solution to Reinstatement: Pay the amount of \$110.00 on or before the above date.

In the event you have pre-paid your Rowden in advance, then you can request your payment be transferred/paid to TRAVIS BLANKS for credit to your account on or before the above date.

Feel free to contact me personally at 573-855-2769 to discuss and/or make arrangements to further resolve the status of the past due account to a discount basis, rather than "late use charges" against the account. If you have questions or disagree with the current status outline, then please provide any additional information or documents for further consideration.

I thank you in advance for your prompt attention to this matter, and again, this notice is intended to help resolve the current past due status, and take advantage of discounts available on a monthly basis to include prepay discounts.

Sincerely,
Travis Blanks
If you have questions or need additional information, give me a call.

To: Occupant Owner

Lawrence & Crystal Rainey

From: Travis Blevins

Public Water Supply System (DBA) Misty Water

P.O Box 882

St. Robert, Mo 65584

RE, Water Wells Transfer

As of, December 1, 2022 the Water well that now provides water to your residence has been transferred to Travis Blevins, as acquired from Mark Rowden.

All accounts payable in the past and now currently due shall be paid directly to Travis Blevins. Following this letter and notice, I will provide an account status for your information and review

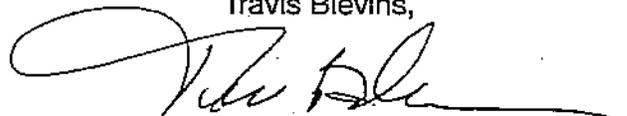
Enclosed with this letter is an agreement to furnish water. You are requested to sign and return to me immediately upon receipt. If there are any questions or concerns please call me directly at (573)855-2769.

Also enclosed is a Notice of change for your reference to make payment. We do not send out statements, other than past due accounts, after the 10th of each month. Your water bill is due on the 1st of each month in accordance with the agreement to furnish water, and becomes past due after the 10th of each month if not received. If the monthly payment is 10 days late, there will be an additional charge of \$15.00 per month late fee.

At the present time Lori Jean is our Public Water Supply operator. From time to time she may be requesting, to take samples of the water from your residence, from an outside faucet. Please allow her to conduct this service requirement. Her samples are provided for testing and then reported to (DNR) Department of National Resource, state of Missouri, in compliance of rules and regulations of a Public Water System. You may call me direct at (573)855-2769 for any water well concerns and or account services.

Thank you in advance for your prompt attention to this matter and cooperation.

Sincerely,
Travis Blevins,



Travis Blevins Misty Waters

Notice Of Change

**Water Services have been transferred to Travis Blevins DBA
MISTY WATERS.**

**All future payments effective, December 1, 2022 are to be
mailed to the following address:**

Travis Blevins

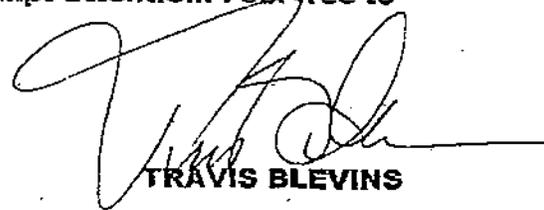
P.O Box 882

St Robert, Mo. 65584

**Make water payments payable to Travis Blevins, & mail to the
above address. To report any concerns or problems with the
water, call Travis Blevins @ 573-855-2769.**

**MISTY WATERS, TRAVIS BLEVINS in the near future will be
contacting you considering the current status of your water account
for up-to date water Agreements & Management Practices.**

**Thank You in advance for your prompt attention. Feel free to
contact me 573-855-2769**



TRAVIS BLEVINS

MISTY WATERS

TRANS BILLING
D/W
WATER & WATER WORKS

11 Lawrence & Crystal Reimer
20925 Rowden Lane
Waynesville, MO 65584 65583

January 9, 2023

REFERENCE: N0301

At present your water usage account is past due. However, you can restate your account to current discount status by making payment up to date on or before the 16th day of January 2023, as outlined below in this notice.

Current Status Outline: Your account was due and payable on December 1, 2022 and is now currently past due in the amount of \$110.00

This notice is intended to help resolve the status of your water usage account respectfully rather than create more of a problem for all users concerned.

Current Solution to Restate: Pay the amount of \$110.00 on or before the above date.

In the event you have pre-paid Mr. Reynolds in advance, then you can request your payment be transferred/paid to TRANS Billing for credit to your account on or before the above date.

Feel free to contact me personally at 573-853-2769 to discuss and/or make arrangements to further resolve the status of the past due account to a discount basis, rather than "late fee charges" against the account. If you have questions or disagree with the current status outline, then please provide any additional information or documents for further consideration.

Thank you in advance for your prompt attention to this matter, and again, this notice is intended to help resolve the current past due status, and take advantage of discounts available on a monthly basis to include prepay discounts.

Sincerely,

Kim Telen

If you have questions or need additional information, give me a call, O

Kim

