

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

The Staff of the Missouri Public Service Commission,)	
)	
Complainant,)	
)	
v.)	Case No. WC-2022-0295
)	SC-2022-0296
I-70 Mobile City, Inc.,)	
)	
Respondent.)	

STIPULATION AND AGREEMENT

COME NOW, the Staff of the Missouri Public Service Commission ("Staff") and I-70 Mobile City, Inc. ("I-70 Mobile City"), (collectively, the "Signatories"), by and through counsel, and state they have reached a settlement in this matter and have consented to this Stipulation and Agreement in this matter as fully set forth as follows:

RECITALS

1. I-70 Mobile City, Inc. (hereafter "I-70 Mobile City") owns the real property located at 1449 Outer Rd. in Bates, Missouri, which operates as a mobile home community (hereafter "I-70 Community").
2. Staff of the Missouri Public Service Commission, filed a Complaint in the above-captioned case numbers against I-70 Mobile City on April 22, 2022, alleging, *inter alia*, that I-70 Mobile City is operating as a water and

sewer corporation and a public utility and engaging in the unlawful provision of water and sewer services to the public, for gain, without certification or other authority from the Missouri Public Service Commission, under § 386.020(43), (49), and (50), and in violation of § 393.170.2, RSMo, and is therefore subject to the jurisdiction, regulation, and control of the Commission¹.

3. I-70 Mobile City filed its Answer to Staff's Complaint on May 31, 2022, denying the allegations in the Complaint.

4. Thereafter, I-70 Mobile City, by its attorney, and Staff, by its attorney, had discussions regarding the matters and a possible settlement of the issues and dismissal of the Complaint. This Stipulation and Agreement is the result of those negotiations. This settlement shall not be deemed an admission by Respondent of any allegations in the complaint, nor by Complainant of any defenses in the Answer.

SETTLEMENT TERMS

5. The Signatories agree to the following terms:

- a. I-70 Mobile City will cease charging tenants of the I-70 Community separately for their individual sewer usage/service;
- b. For all tenants eligible for water services, I-70 Mobile City shall charge such tenants the same rate for water services;

¹ See Staff's Complaint.

c. The amount charged each tenant for water service shall only be for the tenant's water usage multiplied by the Bates City Water Company Rate (calculated by taking the "Total Amount Due" on Bates City Water Company bills divided by the "Usage");

d. Other than the amounts in paragraph 5(c), I-70 Mobile City shall not charge tenants any other fee or charge for water or sewer service, except as required by a state or federal regulatory agency (e.g., Missouri Department of Natural Resources Primacy Fees). Examples of water or sewer service related fees or charges include, but are not limited to, the following: meter fees, reconnection fees, shut off or utility late fees);

e. I-70 Mobile City shall not evict any tenant solely for nonpayment of water service;

f. I-70 Mobile City will promptly notify the tenants of the I-70 Community that, as of April 12024, it will no longer bill each tenant account separately for sewer usage apart from lot rent. Documentation of such notification shall be filed in the docket for this case (and designated Confidential) within 10 days after the Commission enters an order approving this Stipulation and Agreement;

g. I-70 Mobile City agrees to file, in the docket for this case, documentation of tenants' monthly statements with tenant personal

information redacted for five (5) randomly-selected tenants for three (3) months, beginning with the April 2024 monthly rent statements, within 15 days after the monthly statements are issued to its tenants. The statements shall include tenants' account numbers so Staff can verify that the bills were randomly selected. The statements shall be designated and filed as Confidential documents;

h. Upon receipt of the documentation referenced in subparagraph 5.g., above, the Staff will dismiss its Complaint in this case and close its file.

GENERAL PROVISIONS

6. **Entire Agreement.** This Agreement constitutes the entire agreement between Staff and I-70 Mobile City, and there are no other oral, written, express or implied promises, agreements, representations, or inducements not specified in this Agreement. The Recitals are incorporated into this Agreement.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

8. **Binding Effect.** This Agreement is binding upon Staff, I-70 Mobile City, and inure to the benefit of the Parties and their respective heirs, personal representatives, administrators, successors, and assigns. Each

signatory to this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of his or her client(s).

9. **Modification and Waiver.** No modification or waiver of any provision in this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.

10. **Default.** In the event that either party violates any term of this Agreement, or fails to perform any term of this Agreement, the other party shall have the right to pursue all available remedies at law to enforce the Agreement.

11. If I-70 Mobile City fails to perform the actions as agreed upon by this Agreement and Stipulation, the Staff maintains its authority to take any actions against I-70 Mobile City and pursue any and all remedies available under the law.

12. The parties agree that this Stipulation and Agreement will not be used as evidence or otherwise in any pending or future civil or administrative action against the Commission or I-70 Mobile City, except an action to enforce the terms of this Stipulation and Agreement. Assuming I-70 Mobile City

complies with the terms of this stipulation, the Staff agrees not to pursue any other or greater remedies or fines in connection with the conduct referenced above unless this Stipulation and Agreement is rescinded.

13. **Agreement.** This Stipulation and Agreement is a negotiated settlement and is being entered into solely for the purpose of settling all contested issues in the two cases captioned above and any matters of the same type that occurred or which are alleged to have occurred prior to the date of this Agreement, contains the entire understanding between the Signatories hereto, and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein.

14. Except as otherwise expressly specified herein, none of the Signatories to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost determination or cost allocation, depreciation or revenue-related method, or any service or payment standard; and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in this or any other Commission or judicial review or other proceeding, except as otherwise expressly specified herein. Nothing in this Stipulation and Agreement shall preclude Staff in future proceedings from providing recommendations as requested by the

Commission nor limit Staffs access to information in any other proceedings. Nothing in this Stipulation and Agreement shall be deemed a waiver of any statute or Commission regulation.

15. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

16. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

17. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

18. In the event the Commission accepts the specific terms of this Stipulation and Agreement without condition or modification, the Signatories waive, with respect to the issues resolved herein: their respective rights pursuant to § 536.080,1, RSMo, to present testimony, to cross-examine

witnesses, and to present oral argument and written briefs; their respective rights to seek rehearing pursuant to § 386.500, RSMo, and their respective rights to judicial review pursuant to § 386.510, RSMo. These waivers apply only to a Commission order approving this Stipulation and Agreement without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation.

19. The Signatories agree that any and all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

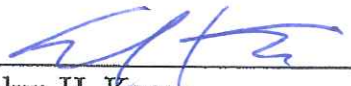
20. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigatory, or other statutory powers which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information.

21. The terms set forth herein are an appropriate disposition of this matter and entry of this Stipulation and Agreement is in the public interest.

WHEREFORE, for the foregoing reasons, the undersigned Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this Stipulation and Agreement.

Respectfully Submitted,

STAFF OF THE MISSOURI
PUBLIC SERVICE COMMISSION


/s/ 
Carolyn H. Kerr
Missouri Bar Number 45718
Senior Staff Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
573-751-5397 (Voice)
573-526-6969 (Fax)
Carolyn.kerr@psc.mo.gov

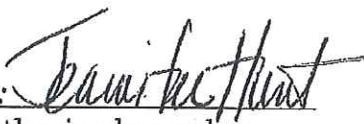
*Attorney for Staff of the
Missouri Public Service Commission*

I-70 MOBILE CITY, INC.

/s/ 
Marc H. Ellinger, #40828
Stephanie S. Bell, #61855
Ellinger Bell LLC
308 East High Street, Suite 300
Jefferson City, MO 65101
Telephone: (573) 750-4100
Facsimile: (314) 334-0450
E-mail: mellinger@ellingerlaw.com
E-mail: sbell@ellingerlaw.com

Attorneys for I-70 Mobile City

/s/ 
Curtis Gately
Regulatory Compliance Manager
Water, Sewer & Steam Dept.
Missouri Public Service Commission

By: 
Authorized member
I-70 MOBILE CITY, INC.