

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its offices in Jefferson City, Missouri on the 11th day of December, 2024.

In the Matter the Request of Holtgrewe Farms Water Company, LLC for an Increase in Annual Water System Operating Revenues¹)
) **File No. WR-2024-0343**
) Tracking No. JW-2025-0083
)

In the Matter of the Request of Holtgrewe Farms Sewer Company, LLC for an Increase in Annual Sewer System Operating Revenues)
) **File No. SR-2024-0344**
) Tracking No. JS-2025-0084
)

ORDER APPROVING DISPOSITION AGREEMENT

Issue Date: December 11, 2024

Effective Date: December 21, 2024

On May 24, 2024,² Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC (“Holtgrewe Water” and “Holtgrewe Sewer”, respectively, together “Holtgrewe”) filed a letter requesting an increase in its annual water and annual sewer system operating revenues under Commission Rule 20 CSR 4240-10.075, which directs small utility rate cases. Holtgrewe Water requested an increase of \$10,000 in its annual water operating revenues. Similarly, Holtgrewe Sewer requested an increase of \$10,000 in its annual sewer operating revenues. Holtgrewe provides water and sewer service to approximately 45 customers.

¹ Both case styles were updated to identify the company and for clarity.

² Unless otherwise specified, all date references are to the year 2024.

The Staff of the Commission (Staff), pursuant to the Commission’s Staff-Assisted Rate Case Procedure rule,³ conducted an audit of Holtgrewe’s books and records, a review of its customer service and general business practices, a review of Holtgrewe’s existing tariffs, an inspection of its facilities, and a review of the operation of the Holtgrewe’s facilities. The Commission held a local public hearing by video and teleconference, and heard from three witnesses.⁴ Three written public comments were also submitted.

DISCUSSION

On November 25, in each casefile, Holtgrewe and Staff (together, “Signatories”) filed a *Non-Unanimous Agreement Regarding Disposition of Small Utility Company Revenue Increase Request* (Water Agreement and Sewer Agreement, respectively; together, “Agreements”) resolving all issues. The Agreements are attached to this order. The Agreements set forth an annual revenue increase, rate base, capital structure and resolve several other issues. On December 2, Holtgrewe filed proposed tariffs in compliance with the Agreements, which were assigned Tracking Nos. JW-2025-0083 and JS-2025-0084. The proposed tariffs carry an effective date of January 9, 2025, are still pending and awaiting responses, and will be addressed in a separate order.

The Office of the Public Counsel (OPC) was not a signatory to the Agreements. Commission Rules direct that a non-signatory party shall have five days to file its position regarding the Agreements and to request a hearing.⁵ Five days have elapsed and no party has requested a hearing or otherwise responded to the Agreements. The

³ 20 CSR 4240-10.075.

⁴ See Transcript Volume 1.

⁵ 20 CSR 4240-10.075(11)(D).

requirement for a hearing is met when the opportunity for a hearing has been provided.⁶ Without an evidentiary hearing, information regarding the rate increases are contained solely in the Agreements.⁷

WATER AGREEMENT

The Water Agreement provided for an increase to Holtgrewe Water's revenue requirement of \$19,577. The current annualized level of revenues are \$20,509, and when added to the increase results in overall annual water revenues of \$40,086. The current rates for the Company were last set in 2010.⁸

The Water Agreement set forth an agreed-upon capital structure of 50% debt and 50% equity, with a cost of debt of 3% and a cost of equity of 9.86%. Net rate base was agreed to be set at \$111,512. The revenue requirement, capital structure, and net rate base were based on the findings of Staff's Auditing Department, and can be found in Attachments B, C, and D to the Water Agreement which is attached to this order.

The Water Agreement provided that the current water charges of \$15.10 will increase to \$35.19, and the current usage rate of \$4.66 per 1,000 gallons will increase to \$7.95. For the average customer using 5,000 gallons of water per month, the average monthly bill will increase from \$38.40 to \$74.95.

SEWER AGREEMENT

The Sewer Agreement provided for an increase to Holtgrewe Sewer's revenue requirement of \$12,424. The current annualized level of revenues is \$21,195, and when

⁶ *State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission*, 776 S.W.2d 494, 496 (Mo. App. 1989).

⁷ Section 536.090, RSMo (2016) states that cases disposed of by settlement do not require findings of fact and conclusions of law.

⁸ File No. WA-2010-0281.

added to the increase results in overall annual sewer revenues of \$33,619. The current rates for the Company were also last set in 2010.⁹

The Sewer Agreement set forth an agreed upon capital structure of 50% debt and 50% equity, with a cost of debt of 3% and a cost of equity of 9.94%. Net rate base was agreed to be set at \$76,705. The revenue requirement, capital structure, and net rate base were based on the findings of Staff's Auditing Department, and can be found in Attachments B, C, and D to the Sewer Agreement attached to this order.

Holtgrewe Sewer charges a flat rate monthly customer charge. The Sewer Agreement provides that the current monthly sewer charges of \$39.25 will increase to \$62.26.

AUDITING RECOMMENDATIONS

Both the Water Agreement and Sewer Agreement directed that Holtgrewe will implement the recommendations of Staff's Auditing Department Report, found in Attachment B to each Agreement. The Auditing Department Report for Holtgrewe Water recommended that it implement the Uniform Systems of Account for Class D Water Utilities 1976 (USOA) as prescribed in Commission Rule 20 CSR 4240-61.020, separately from Holtgrewe Sewer. The Auditing Department Report that was specific for Holtgrewe Sewer¹⁰ recommended that it also implement the Uniform Systems of Account for Class D Sewer Utilities 1976 (USOA) as prescribed in Commission Rule 20 CSR 4240-61.020, separately from Holtgrewe Water. Further, both Agreements call for Holtgrewe to

⁹ File No. SA-2010-0282.

¹⁰ See substitute filed Attachment B, filed December 4, 2024. This filing replaced the original Attachment B to the Sewer Agreement as the original was a copy of the auditing report for Holtgrewe Water, not Holtgrewe Sewer. The correct substitute Attachment B is inserted into the attached Sewer Agreement.

maintain separate documentation of water related revenues and costs apart from documentation of sewer related revenues and costs.

CUSTOMER BILLINGS

Both the Water Agreement and Sewer Agreement stated that Holtgrewe will implement the recommendations of Staff's Customer Experience Department (CXD) Report. The CXD Reports are found in Attachment I to each Agreement, and are substantially similar and are consolidated here. The CXD Reports recommended adding information to customer bills regarding the billing period for which the bill is issued or the date of meter readings, as well as a due date or a delinquent date. The CXD also recommended keeping customer records for at least two years. Further, Holtgrewe was advised to develop and implement a customer rights and responsibility brochure as required by and in compliance with Commission Rules.

CONCLUSION

The terms of the Water Agreement and the Sewer Agreement reflect compromises between Staff and Holtgrewe, and no party has agreed to any particular ratemaking principle in arriving at the amount of the specified annual operating revenue increases.

The Commission is tasked with setting just and reasonable rates, which may result in a revenue increase more or less than the increase originally sought by the utility.¹¹ The Commission has the authority to approve a disposition agreement.¹²

The Commission finds and concludes that both the Water Agreement and Sewer Agreement are reasonable and should be approved. The Commission also finds that the unopposed proposed rates set forth in the Agreements are just and reasonable

¹¹ Commission Rule 20 CSR 4240-10.075(14).

¹² Commission Rule 20 CSR 4240-10.075(11).

in order to provide safe and adequate service to the ratepayers.

To allow the compliance tariffs to become effective on the date chosen by Holtgrewe, the Commission will make this order effective in less than thirty days.

THE COMMISSION ORDERS THAT:

1. The Agreements filed on November 25, with the substitute Appendix B for the Sewer Agreement filed December 4, are approved. The Agreements, with the updated Appendix B for the Sewer Agreement, are attached. The Signatories shall comply with the terms of the Agreements.

2. This order shall become effective on December 21, 2024.

BY THE COMMISSION



A handwritten signature in black ink that reads "Nancy Dippell". The signature is written in a cursive, flowing style.

Nancy Dippell
Secretary

Hahn, Ch., Coleman, Holsman
Kolkmeier, and Mitchell CC., concur.

Hatcher, Senior Regulatory Law Judge

**NON-UNANIMOUS AGREEMENT REGARDING DISPOSITION OF
SMALL UTILITY COMPANY REVENUE INCREASE REQUEST**

HOLTGREWE FARMS WATER COMPANY, LLC

MO PSC FILE NO. WR-2024-0343

BACKGROUND

Holtgrewe Farms Water Company, LLC (“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 20 CSR 4240-10.075, Staff Assisted Rate Case Procedure. In its request letter, which was received at the Commission’s offices on May 24, 2024, the Company set forth its request for an increase of \$10,000 in its annual water operating revenues. The Company also acknowledged that the design of its customer rates, its service charges, its customer service practices, its general business practices and its general tariff provisions would be reviewed during the Commission Staff’s (“Staff”) review of the revenue increase request, and could thus be the subject of Staff’s recommendations. The Company provides service to approximately 45 water customers.

Pursuant to the provisions of the Staff Assisted Rate Case 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.)

Upon completion of its 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 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 water revenue requirement increase of \$19,577 (95.46% increase) added to the level of previous revenues of \$20,509 results in overall annual revenues of \$40,086. This revenue requirement is just and reasonable and designed to recover the Company's cost of service. These amounts are shown on the ratemaking income statements found in Attachment A, incorporated by reference herein;
- (2) The Auditing Department conducted a full and complete audit of the Company's books and records using the 12-month period ended December 31, 2024, updated through March 31, 2024, as the basis for the revenue requirement determined above. The audit findings can be found in Attachments B and C, incorporated by reference herein;
- (3) The agreed upon net rate base is for water service is \$111,512. The development of this amount is shown on the rate base worksheet that is found in Attachment D, 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) Included in Attachment B is the agreed upon capital structure for water service which includes an overall recommended rate of return of 6.43%, which is calculated based on an actual capital structure consisting of 50% debt and 50% equity, with a cost of debt of 3% and a cost of equity of 9.86%;
- (5) The schedule of depreciation rates in Attachment E, 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;
- (6) To allow the Company the opportunity to collect the revenue requirement agreed to in (1) above, the rates as shown on Attachment F, 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 G, also attached and incorporated by reference herein;
- (7) For the purposes of implementing the agreements set out in this disposition agreement, the current PSC MO Number 1 tariff will be cancelled and replaced by PSC MO Number 2, containing the rates, charges, and language set out in the example tariff sheet(s) attached as Attachment H. The proposed tariff revisions will bear an effective date of December 2, 2024;
- (8) Within ninety (90) days of the effective date of an order approving this Non-Unanimous Disposition Agreement, the Company shall implement the recommendations contained in the Auditing Department Report attached hereto as Attachment B and incorporated by reference herein and provide proof of implementing the recommendations to the Manager of the Commission's Auditing Department;
- (9) Within ninety (90) days of the effective date of an order approving this Non-Unanimous Disposition Agreement, the Company shall implement the recommendations contained in the Customer Experience Department (CXD)

Report, attached hereto as Attachment I and incorporated by reference herein and provide proof of implementing the recommendations to the Manager of the Customer Experience Department;

(10) 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 Disposition Agreement. The notice shall include a summary of the impact of the proposed rates on an average residential customer's bill;

(11) 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 Non-Unanimous Disposition Agreement;

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

(13) The Company and Staff agree that they have read the foregoing 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 parties; and that the Company freely and voluntarily enters into this Disposition Agreement; and

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

Additional Matters

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

The results of Staff's inspections and review of the Company's operation of its facilities can be found in the Water, Sewer, Gas & Steam Department Report, Attachment J. Staff has completed a Summary of Case Events and has included that summary as Attachment K to this Non-Unanimous Disposition Agreement.

The Company and Staff acknowledge that Staff will be filing this Non-Unanimous Disposition Agreement and the attachments hereto, in the existing case and that the Company will file the proposed tariff revisions called for in the agreement. The Company and Public Counsel also acknowledge that Staff may make other filings in this case.

Additionally, the Company agrees that subject to the rules governing practice before the

Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff shall have the right to provide an oral explanation to support its entering into this Non-Unanimous Disposition Agreement, if the Commission requests one 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 and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff will be available to answer Commission questions regarding this Non-Unanimous Disposition Agreement. To the extent reasonably practicable, Staff shall provide the Company with advance notice of any such agenda meeting so that it may have the opportunity to be present and/or represented at the meeting.

SIGNATURES

Agreement Signed and Dated:

Signed by:

010020D930D964B7

Anthony Bequette
Member
Holtgrewe Farms Water Company LLC

10/22/2024

Date



Curtis Gateley
Manager – Water, Sewer, Gas & Steam Department
Missouri Public Service Commission

10-22-24

Date

List of Attachments

- Attachment A – Ratemaking Income Statement
- Attachment B – Auditing Department Report
- Attachment C – EMS Run
- Attachment D – Rate Base Worksheet
- Attachment E – Schedule of Depreciation Rates
- Attachment F – Rate Design Worksheet
- Attachment G – Billing Comparison Worksheet
- Attachment H – Example Tariff
- Attachment I – CXD Report
- Attachment J – Water, Sewer, Gas & Steam Department Report
- Attachment K – Summary of Case Events

Disposition Agreement Attachment A
Ratemaking Income Statement

Holtgrewe Farms Water Company LLC

Water Rate Making Income Statement

Operating Revenues at Current Rates			Customer Charge	Commodity
1	Tariffed Rate Revenues *	\$ 20,509		
2	Other Operating Revenues *			
3	Total Operating Revenues	\$ 20,509		
4	* See "Revenues - Current Rates" for Details.			
Cost of Service				
Item	Amount			
5	Operations Expenses	\$ 2,931	0.70 \$	2,052 \$ 879
6	Maintenance Expenses	\$ 1,730	0.70 \$	1,211 \$ 519
7	Customer Account Expense		0.20 \$	- \$ -
8	Administrative & General Expenses	\$ 11,516	0.50 \$	5,758 \$ 5,758
9	DNR Fees	\$ 2,677	1.00 \$	2,677 \$ -
10	PSC Assessment		1.00 \$	- \$ -
11	Rate Case Expense		0.50 \$	- \$ -
12	Sub-Total Operating Expenses	\$ 18,854		\$ 11,698 \$ 7,156
13	Property Taxes		0.50 \$	- \$ -
14	Payroll Taxes (FICA)		0.50 \$	- \$ -
	Payroll taxes (Unemployment)			
15	Income Taxes	\$ 4,663	0.50 \$	2,332 \$ 2,332
16	Sub-Total Taxes	\$ 4,663		\$ 2,332 \$ 2,332
17	Depreciation	\$ 9,399	0.30 \$	2,820 \$ 6,579
18	Interest Expense		0.60 \$	- \$ -
19	Sub-Total Depreciation/Interest/Amortization	\$ 9,399		\$ 2,820 \$ 6,579
20	Return on Equity	\$ 7,170	0.30 \$	2,151 \$ 5,019
21	Total Cost of Service	\$ 40,086		\$ 19,000 \$ 21,086
22	Cost to recover in rates	\$ 40,086		\$ 19,000 \$ 21,086
23	Overall Revenue Increase Needed	\$ 19,577		

Disposition Agreement Attachment B
Auditing Department Memo

AUDIT RECOMMENDATION MEMORANDUM

FROM: Keri Roth
Water, Sewer, & Steam Department
Randall Jennings
Financial Analysis Department

TO: David Spratt
Water, Sewer, & Steam Department, Case Manager
Paul Graham
Mark Johnson
Staff Counsel's Office

SUBJECT: Water, Sewer, & Steam Department's Findings and Recommended Cost of Service
Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343

DATE: September 25, 2024

On May 24, 2024, Holtgrewe Farms Water Company, LLC (“Holtgrewe Water” or “Company”) filed a rate request letter with the Missouri Public Service Commission (“PSC” or “Commission”). In that letter, which initiated this rate case, Holtgrewe Water requested an increase of \$10,000 in its annual water operating revenues. Staff performed an initial audit of Holtgrewe Water’s water operations to determine whether an increase is appropriate and, if so, the amount thereof that would be reasonable.

Based upon Staff’s examination of the Company’s records and discussions with company personnel, Staff’s recommended total revenue requirement calculation for Holtgrewe Water’s water operations through December 31, 2023 and updated through March 31, 2024, using a return on equity (“ROE”) of 9.86%, is \$40,086. The total revenue requirement in this case represents the Gross Revenue Requirement of \$19,577 calculated by Staff plus the current Total Operating Revenues of \$20,509. Attached to this Memorandum is Staff’s Accounting Schedules and relevant workpapers related to its review and audit of Holtgrewe Water’s financial operations.

Test Year and Update Period

Staff used a test year consisting of the twelve months ending December 31, 2023, updated through March 31, 2024.

Rate Base

Staff reviewed Holtgrewe’s annual reports, previous 2010 Certificate of Convenience and Necessity (“CCN”) case, and held discussions with Company personnel for information regarding Construction Work in Progress (“CWIP”), Contributions in Aid of Construction (“CIAC”), and customer deposits respectively. Staff determined that the Company does have CIAC for its water

operations and this has been reflected in Staff's rate base calculation. Staff's recommended rate base as of March 31, 2024, is \$111,512.

Plant-In-Service Balances

To account for plant investment, Staff utilized information and numbers calculated from Case No. WA-2010-0281 and made adjustments for additional plant investments and retirements. Staff obtained information regarding plant additions from invoices provided by Holtgrewe Water posted in the check register. Staff's recommended net plant balance less accumulated reserve, as of March 31, 2024, is \$210,046.

Staff has merged accounts 325.1 and 325.2 into one pumping account (325.0) to absorb the over-accumulated reserve.

Depreciation Rates

The depreciation rates used in this rate case are included as Attachment A to this memorandum. Staff member Malachi Bowman of the Commission's Engineering Analysis Department provided the depreciation rates.

Revenues

The number of customers indicated in Holtgrewe Water's rate request letter was used to annualize revenues. The number of customers was multiplied by the current monthly tariff rate, and then multiplied by twelve to derive the annualized customer charge revenue. Staff utilized gallons pumped from the annual report to determine revenues collected from usage. The Company has indicated the system has no water loss. Holtgrewe Water does not have any miscellaneous revenues. Staff's analysis of revenues for Holtgrewe Water produced an annualized level of \$20,509 for water sales.

Testing Expense

Holtgrewe Water utilizes Franklin County Lab to perform test samples for the water operations. Based on information provided, Staff determined utilizing a four-year average was the best way to capture an accurate level of expense going forward. Staff has included \$2,676 for water testing expense.

Mowing Expense

Based on discussion with Company personnel, Staff has included an annualized level of expense of \$1,500 for mowing expense.

Maintenance Expense

Staff reviewed costs from 2020 through March 31, 2024. During this period, the costs fluctuated and, therefore, Staff utilized a four-year average, as it best represents ongoing costs, which is \$1,729.

Operating and Assessment Fees

Staff made an adjustment to include PSC Assessment fees based on the fiscal year 2025 assessment. The annualized level of expense for the PSC Assessment is \$156.

Staff annualized DNR permit fees based on the information provided by Holtgrewe Water. The annualized level of expense for DNR permit fees is \$300.

Rate of Return and Capital Structure

Staff's Financial Analysis Department provided the Audit Staff with a rate of return ("ROR") recommendation. To recommend the allowed ROR, the Staff of the Financial Analysis Department used its "Small Utility Return on Equity (ROE)/Rate of Return (ROR) Methodology" ("ROR Methodology"). Staff's ROR Methodology is based on the S&P Credit Ratings guide¹ and the Bond Yield Plus Risk Premium method. The S&P Credit Ratings guide provides parameters for estimating credit ratings. Credit ratings are in turn used to estimate debt cost. The Bond Yield Plus Risk Premium method simply adds a premium, known as equity risk premium ("ERP"), to the estimated debt cost to come up with a return on equity ("ROE"). ROE is combined with debt cost to arrive at an estimated ROR.

To estimate credit ratings using the S&P Credit Ratings guide, Staff examined the financial risk profile ("FRP") and business risk profile ("BRP") of Holtgrewe Water. Usually, to examine the FRP and BRP of a small utility, Staff would analyze financial statements and ratios. In the case of Holtgrewe Water, there are limited financial statements available and the credibility of those financial statements is in question. Holtgrewe Water has filed Annual Reports with the Commission for years 2021, 2022 and 2023. The Company's 2023 balance sheet shows a large increase in Retained Earnings from the previous year's negative balance.² This contradicts its Profit and Loss statement filed with the Commission that indicated a net operating loss in 2022. During Staff's onsite visit, the Company was unable to provide any details and said it is the Company's understanding that Retained Earnings is simply used to make Assets equal Liabilities plus Equity on the Annual Report's balance sheet. The owner also told Staff the long-term debt listed in 2022 was not reported in 2023 and maybe it should have been so the Retained Earnings amounts are different. As a result, information provided by the Company in its Annual Reports cannot be considered completely credible or accurate.

Background information on utilities' BRP is important in determining the Company's BRP. According to a November 27, 2007 S&P Credit Ratings publication, regulated utilities and holding companies that are utility-focused virtually always fall in the upper range ("Excellent" or

¹ Criteria Methodology: Business Risk/Financial Risk Matrix Expanded, May 27, 2009.

² The 2022 Annual Report Retained Earnings balance was (\$1,364.00). The 2023 Annual Report Retained Earnings balance was \$45,376.00; an increase of \$46,740.00.

“Strong”) of the business risk profile.³ Staff has not seen any information or evidence that shows HFWC’s BRP is significantly different from other water utilities. The main difference between Holtgrewe Water and water utilities rated by S&P is size: Holtgrewe Water serves only 45 (forty-five) customers. In Staff’s reasonable judgement, a BRP of “Satisfactory”, a notch lower than the “Strong” assigned to regulated utilities by S&P Credit Ratings, for the Company is appropriate.

For FRP, Holtgrewe Water showed net incomes for each year from 2021 and 2023. Net incomes typically indicate the Company is operating in a sustainable manner, and considered by itself would indicate a minimal financial risk. Examining the Company’s annual reports filed with the Commission revealed its long-term debt was reduced to zero in 2023. The Company stated during Staff’s onsite visit that all company financing (long-term debt) comes in the form of personal loans from the owner to HFWC and that the debt has either been forgiven or not reported rather than being paid back since ‘the company does not make enough profit to pay off the debt.’ As described earlier, the Company’s 2023 annual report also listed a large amount of Retained Earnings and Staff has experienced difficulty in obtaining detailed information from the Company. The combination of these factors leads Staff, in its reasonable judgment, to believe an FRP of “Modest” is appropriate.

With a BRP and FRP of “Satisfactory” and “Modest” for the Company, respectively, the S&P Credit Ratings guide matrix indicates a credit rating of ‘Baa+’. A credit rating of ‘A’ for public utilities bonds has an average interest rate of 5.71% for the most recent three-month average.⁴ A credit rating of ‘Baa’ for public utilities bonds has an average interest rate of 5.94% for the most recent three-month average.⁵ The difference between ‘A’ and ‘Baa’ rated bonds is approximately 23 basis points. There are three levels of bond ratings between ‘A’ and ‘Baa’ resulting in approximately 8 basis points for each level. Adjusting ‘Baa’ to ‘Baa+’ equates to a difference of one level and a decrease in the interest rate from 5.94% to 5.86%. Because of high inflation, the Federal Open Market Committee (“FOMC”) has currently set the target range for the federal funds rate at 5.25% to 5.50%. There is a possibility of possible future interest rate changes. Staff will monitor market conditions and update as needed. Adding a 4% ERP, as prescribed by the Bond Yield Plus Risk Premium method, to the 5.86% estimated debt cost results in a 9.86% ROE.

Regulated companies are financed through both debt (loans or bonds) and equity (shareholder investment, either through publicly traded stock or through private placement). Staff typically uses a company’s actual, a company’s targeted, or a hypothetical capital structure. Because Holtgrewe Water has been unable to provide what Staff believes to be accurate financial statements, as discussed above, Staff is unable to use the Company’s actual capital structure. Staff

³ U.S. Utilities Ratings Analysis Now Portrayed In The S&P Corporate Ratings Matrix, November 30, 2007.

⁴ April, May, and June 2024 reflect interest rates of 5.79%, 5.74%, and 5.61% respectively. July 2024 Mergent Bond Record, page 25.

⁵ April, May, and June 2024 reflect interest rates of 6.01%, 5.97%, and 5.84% respectively. July 2024 Mergent Bond Record, page 25.

submitted a Data Request asking for the Company's targeted capital structure but it did not respond.⁶ Therefore, Staff is recommending using a hypothetical capital structure of 50.00% debt and 50.00% common equity for Holtgrewe Water's ratemaking capital structure. According to annual reports filed with the Commission, the Company's debt has previously been financed at a fixed rate of 3.00% with loans from its owner. Staff's recommended ROE of 9.86% for HFWC and an embedded cost of debt of 3.00% applied to a capital structure of 50.00% debt and 50.00% common equity, results in a just and reasonable allowed ROR of 6.43%.

Payroll

Through discussions with Company personnel, Staff has included payroll expense for duties related to billing and bookkeeping, operations and maintenance, meter reading, and management. Staff utilized hourly wages from year 2023 as shown in MERIC. Staff has included a total annual expense level of \$9,576.

General Liability Insurance

Staff utilized the most current policy amount to annualize insurance expense. The annualized level of general liability insurance expense is \$1,105.

Rate Case Expense

The only rate case expense was internal labor costs; therefore, Staff did not include any rate case expense at this time.

Utilities Expense

Typically, Staff would utilize usage to calculate utility expense. However, utility expense fluctuated significantly from each total calendar year 2020 through 2023. Staff made the decision to utilize a two-year average of utility expense for Holtgrewe Water's cost of service, which is \$1,431.

Accounting Expense

Holtgrewe Water utilizes an outside accounting firm for annual tax returns. Based on information provided, the annual level of expense has been steady in recent years. Staff utilized the most recent invoice as an appropriate level of expense to be included for accounting expense, which is \$175.

Office Supplies and Postage

Based on information provided by Holtgrewe Water, office supplies and postage expense has fluctuated yearly from 2020 through 2023. Staff determined that utilizing a four-year average

⁶ Staff Data Request No. 0023.

would be the best representation of annual expenditures for office supplies and postage. Staff has included \$205 in the cost of service.

STAFF'S RECOMMENDATIONS

Staff recommends that the Commission issue an order that:

- Requires Holtgrewe Water to implement the Uniform Systems of Accounts for Class D Water Utilities 1976 ("USOA") as prescribed by 20 CSR 4240-61.020, separately from its sewer utility company;
- Requires Holtgrewe Water to maintain documentation of water related revenues and costs, separately from its sewer utility company;
- Requires Holtgrewe Water to keep records identifiable for its water system, separately from its sewer utility company, including those for customer account records and capital costs; and,
- Authorizes Holtgrewe Water to utilize depreciation rates that are shown in Attachment A.

Disposition Agreement Attachment C

EMS Run

Exhibit No.: XXXXX
Issue: Accounting Schedules
Witness: MO PSC Auditors
Sponsoring Party: MO PSC Staff
Case No: WR-2024-0343
Date Prepared: August 20, 2024



MISSOURI PUBLIC SERVICE COMMISSION
FINANCIAL & BUSINESS ANALYSIS DIVISION
STAFF ACCOUNTING SCHEDULES

HOLTGREWE FARMS WATER COMPANY, LLC

CASE NO. WR-2024-0343

Jefferson City, Missouri

August 2024

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Revenue Requirement

Line Number	A Description	B 6.43% Return	C 6.43% Return	D 6.43% Return
1	Net Orig Cost Rate Base	\$111,512	\$111,512	\$111,512
2	Rate of Return	6.43%	6.43%	6.43%
3	Net Operating Income Requirement	\$7,170	\$7,170	\$7,170
4	Net Income Available	-\$7,739	-\$7,739	-\$7,739
5	Additional Net Income Required	\$14,909	\$14,909	\$14,909
6	Income Tax Requirement			
7	Required Current Income Tax	\$4,663	\$4,663	\$4,663
8	Current Income Tax Available	-\$5	-\$5	-\$5
9	Additional Current Tax Required	\$4,668	\$4,668	\$4,668
10	Revenue Requirement	\$19,577	\$19,577	\$19,577
11	Allowance for Known and Measureable Changes/True-Up Estimate	\$0	\$0	\$0
12	Miscellaneous (e.g. MEEIA)	\$0	\$0	\$0
13	Gross Revenue Requirement	\$19,577	\$19,577	\$19,577

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
RATE BASE SCHEDULE

Line Number	A Rate Base Description	B Percentage Rate	C Dollar Amount
1	Plant In Service		\$321,212
2	Less Accumulated Depreciation Reserve		\$111,166
3	Net Plant In Service		\$210,046
4	ADD TO NET PLANT IN SERVICE		
5	Cash Working Capital		\$0
6	Contributions in Aid of Construction Amortization		\$53,817
7	Materials & Supplies		\$0
8	Prepayments		\$0
9	Meter Rerouting Project		\$0
10	TOTAL ADD TO NET PLANT IN SERVICE		\$53,817
11	SUBTRACT FROM NET PLANT		
12	Federal Tax Offset	0.0000%	\$0
13	State Tax Offset	0.0000%	\$0
14	City Tax Offset	0.0000%	\$0
15	Interest Expense Offset	0.0000%	\$0
16	Contributions in Aid of Construction		\$152,351
17	Customer Advances		\$0
18	Customer Deposits		\$0
19	Deferred Income Taxes		\$0
20	Excess Deferred Income Taxes		\$0
21	Accrued Pension Liability		\$0
22	TOTAL SUBTRACT FROM NET PLANT		\$152,351
23	Total Rate Base		\$111,512

Holtgrewe Farms Water Company, LLC
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Plant In Service

Line Number	A Account # (Optional)	B Plant Account Description	C Total Plant	D Adjust. Number	E Adjustments	F As Adjusted Plant	G Jurisdictional Allocations	H Jurisdictional Adjustments	I MO Adjusted Jurisdictional
1		INTANGIBLE PLANT							
2	301.000	Organization	\$3,865	P-2	\$0	\$3,865	100.00%	\$0	\$3,865
3	302.000	Franchises and Consents	\$0	P-3	\$0	\$0	100.00%	\$0	\$0
4	303.000	Main GIS Project	\$0	P-4	\$0	\$0	100.00%	\$0	\$0
5		TOTAL INTANGIBLE PLANT	\$3,865		\$0	\$3,865		\$0	\$3,865
6		SOURCE OF SUPPLY PLANT							
7	310.000	Land and Land Rights - SSP	\$1,988	P-7	\$0	\$1,988	100.00%	\$0	\$1,988
8	311.000	Structures and Improvements - SSP	\$0	P-8	\$0	\$0	100.00%	\$0	\$0
9	312.000	Collecting & Impounding Reservoirs	\$0	P-9	\$0	\$0	100.00%	\$0	\$0
10	313.000	Lake, River and Other Intakes	\$0	P-10	\$0	\$0	100.00%	\$0	\$0
11	314.000	Wells and Springs	\$39,584	P-11	\$0	\$39,584	100.00%	\$0	\$39,584
12	315.000	Infiltration Galleries and Tunnels	\$0	P-12	\$0	\$0	100.00%	\$0	\$0
13	316.000	Supply Mains	\$0	P-13	\$0	\$0	100.00%	\$0	\$0
14	317.000	Other Water Source Plant	\$0	P-14	\$0	\$0	100.00%	\$0	\$0
15		TOTAL SOURCE OF SUPPLY PLANT	\$41,572		\$0	\$41,572		\$0	\$41,572
16		PUMPING PLANT							
17	320.000	Land and Land Rights - PP	\$0	P-17	\$0	\$0	100.00%	\$0	\$0
18	321.000	Structures and Improvements - PP	\$17,349	P-18	\$0	\$17,349	100.00%	\$0	\$17,349
19	322.000	Boiler Plant Equipment	\$0	P-19	\$0	\$0	100.00%	\$0	\$0
20	323.000	Other Power Production Equipment	\$0	P-20	\$0	\$0	100.00%	\$0	\$0
21	324.000	Steam Pumping Equipment	\$0	P-21	\$0	\$0	100.00%	\$0	\$0
22	325.000	Electric Pumping Equipment	\$0	P-22	\$20,695	\$20,695	100.00%	\$0	\$20,695
23	325.100	Submersible Pumping Equipment	\$8,000	P-23	-\$8,000	\$0	100.00%	\$0	\$0
24	325.200	High Service/Booster Pumping Equip	\$12,695	P-24	-\$12,695	\$0	100.00%	\$0	\$0
25	328.000	Other Pumping Equipment	\$0	P-25	\$0	\$0	100.00%	\$0	\$0
26		TOTAL PUMPING PLANT	\$38,044		\$0	\$38,044		\$0	\$38,044
27		WATER TREATMENT PLANT							
28	330.000	Land and Land Rights - WTP	\$0	P-28	\$0	\$0	100.00%	\$0	\$0
29	331.000	Structures and Improvements - WTP	\$0	P-29	\$0	\$0	100.00%	\$0	\$0
30	332.000	Water Treatment Equipment	\$0	P-30	\$0	\$0	100.00%	\$0	\$0
31		TOTAL WATER TREATMENT PLANT	\$0		\$0	\$0		\$0	\$0
32		TRANSMISSION & DIST. PLANT							
33	340.000	Land and Land Rights - TDP	\$0	P-33	\$0	\$0	100.00%	\$0	\$0
34	341.000	Structures and Improvements - TDP	\$0	P-34	\$0	\$0	100.00%	\$0	\$0
35	342.000	Distribution Reservoirs and Standpipes	\$68,691	P-35	\$0	\$68,691	100.00%	\$0	\$68,691
36	343.000	Transmission and Distribution Mains	\$63,910	P-36	\$0	\$63,910	100.00%	\$0	\$63,910
37	343.100	Gateway Transmission Main	\$0	P-37	\$0	\$0	100.00%	\$0	\$0
38	344.000	Fire Mains	\$0	P-38	\$0	\$0	100.00%	\$0	\$0
39	345.000	Services	\$88,126	P-39	\$0	\$88,126	100.00%	\$0	\$88,126
40	346.000	Meters - Plastic	\$15,604	P-40	\$0	\$15,604	100.00%	\$0	\$15,604
41	346.100	Meters - Bronze Chamber	\$0	P-41	\$0	\$0	100.00%	\$0	\$0
42	346.200	Meters - Hot Rod	\$0	P-42	\$0	\$0	100.00%	\$0	\$0
43	346.300	Meters - Ultrasonic	\$0	P-43	\$0	\$0	100.00%	\$0	\$0
44	347.000	Meter Installations	\$0	P-44	\$0	\$0	100.00%	\$0	\$0
45	348.000	Hydrants	\$1,400	P-45	\$0	\$1,400	100.00%	\$0	\$1,400
46	349.000	Other Transmission & Distribution Plant	\$0	P-46	\$0	\$0	100.00%	\$0	\$0
47		TOTAL TRANSMISSION & DIST. PLANT	\$237,731		\$0	\$237,731		\$0	\$237,731
48		GENERAL PLANT							
49	389.000	Land and Land Rights - GP	\$0	P-49	\$0	\$0	100.00%	\$0	\$0
50	390.000	Structures and Improvements - GP	\$0	P-50	\$0	\$0	100.00%	\$0	\$0
51	391.000	Office Furniture and Equipment	\$0	P-51	\$0	\$0	100.00%	\$0	\$0
52	391.100	Office Electronic Equipment	\$0	P-52	\$0	\$0	100.00%	\$0	\$0
53	392.000	Transportation Equipment	\$0	P-53	\$0	\$0	100.00%	\$0	\$0
54	393.000	Stores Equipment	\$0	P-54	\$0	\$0	100.00%	\$0	\$0
55	394.000	Tools, Shop and Garage Equipment	\$0	P-55	\$0	\$0	100.00%	\$0	\$0
56	395.000	Laboratory Equipment	\$0	P-56	\$0	\$0	100.00%	\$0	\$0
57	396.000	Power Operated Equipment	\$0	P-57	\$0	\$0	100.00%	\$0	\$0
58	397.000	Communication Equipment	\$0	P-58	\$0	\$0	100.00%	\$0	\$0

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Plant in Service

Line Number	A Account # (Optional)	B Plant Account Description	C Total Plant	D Adjust. Number	E Adjustments	F As Adjusted Plant	G Jurisdictional Allocations	H Jurisdictional Adjustments	I MO Adjusted Jurisdictional
59	398.000	Miscellaneous Equipment	\$0	P-59	\$0	\$0	100.00%	\$0	\$0
60	399.000	Other Tangible Equipment	\$0	P-60	\$0	\$0	100.00%	\$0	\$0
61		TOTAL GENERAL PLANT	\$0		\$0	\$0		\$0	\$0
62		TOTAL PLANT IN SERVICE	<u>\$321,212</u>		<u>\$0</u>	<u>\$321,212</u>		<u>\$0</u>	<u>\$321,212</u>

Holtgrewe Farms Water Company, LLC
 Case No. WR-2024-0343
 Test Year 12 months Ending 12/31/23
 Updated Through 3/31/24
 Adjustments to Plant in Service

A Plant Adj. Number	B Plant In Service Adjustment Description	C Account Number	D Adjustment Amount	E Total Adjustment Amount	F Jurisdictional Adjustments	G Total Jurisdictional Adjustments
P-22	Electric Pumping Equipment	325.000		\$20,695		\$0
	1. To absorb accounts 325.100 & 325.200		\$20,695		\$0	
P-23	Submersible Pumping Equipment	325.100		-\$8,000		\$0
	1. To merge account to 325.000		-\$8,000		\$0	
P-24	High Service/Booster Pumping Equip	325.200		-\$12,695		\$0
	1. To merge account to 325.000		-\$12,695		\$0	
Total Plant Adjustments				\$0		\$0

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Depreciation Expense

Line Number	A Account Number	B Plant Account Description	C MO Adjusted Jurisdictional	D Depreciation Rate	E Depreciation Expense	F Average Life	G Net Salvage
1		INTANGIBLE PLANT					
2	301.000	Organization	\$3,865	0.00%	\$0	0	0.00%
3	302.000	Franchises and Consents	\$0	0.00%	\$0	0	0.00%
4	303.000	Main GIS Project	\$0	0.00%	\$0	0	0.00%
5		TOTAL INTANGIBLE PLANT	\$3,865		\$0		
6		SOURCE OF SUPPLY PLANT					
7	310.000	Land and Land Rights - SSP	\$1,988	0.00%	\$0	0	0.00%
8	311.000	Structures and Improvements - SSP	\$0	0.00%	\$0	0	0.00%
9	312.000	Collecting & Impounding Reservoirs	\$0	0.00%	\$0	0	0.00%
10	313.000	Lake, River and Other Intakes	\$0	0.00%	\$0	0	0.00%
11	314.000	Wells and Springs	\$39,584	2.00%	\$792	0	0.00%
12	315.000	Infiltration Galleries and Tunnels	\$0	0.00%	\$0	0	0.00%
13	316.000	Supply Mains	\$0	0.00%	\$0	0	0.00%
14	317.000	Other Water Source Plant	\$0	0.00%	\$0	0	0.00%
15		TOTAL SOURCE OF SUPPLY PLANT	\$41,572		\$792		
16		PUMPING PLANT					
17	320.000	Land and Land Rights - PP	\$0	0.00%	\$0	0	0.00%
18	321.000	Structures and Improvements - PP	\$17,349	2.50%	\$434	0	0.00%
19	322.000	Boiler Plant Equipment	\$0	0.00%	\$0	0	0.00%
20	323.000	Other Power Production Equipment	\$0	0.00%	\$0	0	0.00%
21	324.000	Steam Pumping Equipment	\$0	0.00%	\$0	0	0.00%
22	325.000	Electric Pumping Equipment	\$20,695	6.70%	\$1,387	0	0.00%
23	325.100	Submersible Pumping Equipment	\$0	0.00%	\$0	0	0.00%
24	325.200	High Service/Booster Pumping Equip	\$0	0.00%	\$0	0	0.00%
25	328.000	Other Pumping Equipment	\$0	0.00%	\$0	0	0.00%
26		TOTAL PUMPING PLANT	\$38,044		\$1,821		
27		WATER TREATMENT PLANT					
28	330.000	Land and Land Rights - WTP	\$0	0.00%	\$0	0	0.00%
29	331.000	Structures and Improvements - WTP	\$0	0.00%	\$0	0	0.00%
30	332.000	Water Treatment Equipment	\$0	0.00%	\$0	0	0.00%
31		TOTAL WATER TREATMENT PLANT	\$0		\$0		
32		TRANSMISSION & DIST. PLANT					
33	340.000	Land and Land Rights - TDP	\$0	0.00%	\$0	0	0.00%
34	341.000	Structures and Improvements - TDP	\$0	0.00%	\$0	0	0.00%
35	342.000	Distribution Reservoirs and Standpipes	\$68,691	2.50%	\$1,717	0	0.00%
36	343.000	Transmission and Distribution Mains	\$63,910	2.00%	\$1,278	0	0.00%
37	343.100	Gateway Transmission Main	\$0	0.00%	\$0	0	0.00%
38	344.000	Fire Mains	\$0	0.00%	\$0	0	0.00%
39	345.000	Services	\$88,126	2.50%	\$2,203	0	0.00%
40	346.000	Meters - Plastic	\$15,604	10.00%	\$1,560	0	0.00%
41	346.100	Meters - Bronze Chamber	\$0	0.00%	\$0	0	0.00%
42	346.200	Meters - Hot Rod	\$0	0.00%	\$0	0	0.00%
43	346.300	Meters - Ultrasonic	\$0	0.00%	\$0	0	0.00%
44	347.000	Meter Installations	\$0	0.00%	\$0	0	0.00%
45	348.000	Hydrants	\$1,400	2.00%	\$28	0	0.00%
46	349.000	Other Transmission & Distribution Plant	\$0	0.00%	\$0	0	0.00%
47		TOTAL TRANSMISSION & DIST. PLANT	\$237,731		\$6,786		
48		GENERAL PLANT					
49	389.000	Land and Land Rights - GP	\$0	0.00%	\$0	0	0.00%

Holtgrewe Farms Water Company, LLC
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 Depreciation Expense

Line Number	A Account Number	B Plant Account Description	C MO Adjusted Jurisdictional	D Depreciation Rate	E Depreciation Expense	F Average Life	G Net Salvage
50	390.000	Structures and Improvements - GP	\$0	0.00%	\$0	0	0.00%
51	391.000	Office Furniture and Equipment	\$0	0.00%	\$0	0	0.00%
52	391.100	Office Electronic Equipment	\$0	0.00%	\$0	0	0.00%
53	392.000	Transportation Equipment	\$0	0.00%	\$0	0	0.00%
54	393.000	Stores Equipment	\$0	0.00%	\$0	0	0.00%
55	394.000	Tools, Shop and Garage Equipment	\$0	0.00%	\$0	0	0.00%
56	395.000	Laboratory Equipment	\$0	0.00%	\$0	0	0.00%
57	396.000	Power Operated Equipment	\$0	0.00%	\$0	0	0.00%
58	397.000	Communication Equipment	\$0	0.00%	\$0	0	0.00%
59	398.000	Miscellaneous Equipment	\$0	0.00%	\$0	0	0.00%
60	399.000	Other Tangible Equipment	\$0	0.00%	\$0	0	0.00%
61		TOTAL GENERAL PLANT	\$0		\$0		
62		Total Depreciation	\$321,212		\$9,399		

Note: Average Life and Net Salvage columns are informational and have no impact on the entered Depreciation Rate.

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Accumulated Depreciation Reserve

Line Number	A Account Number	B Depreciation Reserve Description	C Total Reserve	D Adjust. Number	E Adjustments	F As Adjusted Reserve	G Jurisdictional Allocations	H Jurisdictional Adjustments	I MO Adjusted Jurisdictional
1		INTANGIBLE PLANT							
2	301.000	Organization	\$0	R-2	\$0	\$0	75.00%	\$0	\$0
3	302.000	Franchises and Consents	\$0	R-3	\$0	\$0	100.00%	\$0	\$0
4	303.000	Main GIS Project	\$0	R-4	\$0	\$0	100.00%	\$0	\$0
5		TOTAL INTANGIBLE PLANT	\$0		\$0	\$0		\$0	\$0
6		SOURCE OF SUPPLY PLANT							
7	310.000	Land and Land Rights - SSP	\$0	R-7	\$0	\$0	100.00%	\$0	\$0
8	311.000	Structures and Improvements - SSP	\$0	R-8	\$0	\$0	100.00%	\$0	\$0
9	312.000	Collecting & Impounding Reservoirs	\$0	R-9	\$0	\$0	100.00%	\$0	\$0
10	313.000	Lake, River and Other Intakes	\$0	R-10	\$0	\$0	100.00%	\$0	\$0
11	314.000	Wells and Springs	\$10,548	R-11	\$0	\$10,548	100.00%	\$0	\$10,548
12	315.000	Infiltration Galleries and Tunnels	\$0	R-12	\$0	\$0	100.00%	\$0	\$0
13	316.000	Supply Mains	\$0	R-13	\$0	\$0	100.00%	\$0	\$0
14	317.000	Other Water Source Plant	\$0	R-14	\$0	\$0	100.00%	\$0	\$0
15		TOTAL SOURCE OF SUPPLY PLANT	\$10,548		\$0	\$10,548		\$0	\$10,548
16		PUMPING PLANT							
17	320.000	Land and Land Rights - PP	\$0	R-17	\$0	\$0	100.00%	\$0	\$0
18	321.000	Structures and Improvements - PP	\$5,964	R-18	\$0	\$5,964	100.00%	\$0	\$5,964
19	322.000	Boiler Plant Equipment	\$0	R-19	\$0	\$0	100.00%	\$0	\$0
20	323.000	Other Power Production Equipment	\$0	R-20	\$0	\$0	100.00%	\$0	\$0
21	324.000	Steam Pumping Equipment	\$0	R-21	\$0	\$0	100.00%	\$0	\$0
22	325.000	Electric Pumping Equipment	\$0	R-22	\$17,832	\$17,832	100.00%	\$0	\$17,832
23	325.100	Submersible Pumping Equipment	\$11,000	R-23	-\$11,000	\$0	100.00%	\$0	\$0
24	325.200	High Service/Booster Pumping Equip	\$6,832	R-24	-\$6,832	\$0	100.00%	\$0	\$0
25	328.000	Other Pumping Equipment	\$0	R-25	\$0	\$0	100.00%	\$0	\$0
26		TOTAL PUMPING PLANT	\$23,796		\$0	\$23,796		\$0	\$23,796
27		WATER TREATMENT PLANT							
28	330.000	Land and Land Rights - WTP	\$0	R-28	\$0	\$0	100.00%	\$0	\$0
29	331.000	Structures and Improvements - WTP	\$0	R-29	\$0	\$0	100.00%	\$0	\$0
30	332.000	Water Treatment Equipment	\$0	R-30	\$0	\$0	100.00%	\$0	\$0
31		TOTAL WATER TREATMENT PLANT	\$0		\$0	\$0		\$0	\$0
32		TRANSMISSION & DIST. PLANT							
33	340.000	Land and Land Rights - TDP	\$0	R-33	\$0	\$0	100.00%	\$0	\$0
34	341.000	Structures and Improvements - TDP	\$0	R-34	\$0	\$0	100.00%	\$0	\$0
35	342.000	Distribution Reservoirs and Standpipes	\$23,313	R-35	\$0	\$23,313	100.00%	\$0	\$23,313
36	343.000	Transmission and Distribution Mains	\$15,967	R-36	\$0	\$15,967	100.00%	\$0	\$15,967
37	343.100	Gateway Transmission Main	\$0	R-37	\$0	\$0	100.00%	\$0	\$0
38	344.000	Fire Mains	\$0	R-38	\$0	\$0	100.00%	\$0	\$0
39	345.000	Services	\$25,649	R-39	\$0	\$25,649	100.00%	\$0	\$25,649
40	346.000	Meters - Plastic	\$11,608	R-40	\$0	\$11,608	100.00%	\$0	\$11,608
41	346.100	Meters - Bronze Chamber	\$0	R-41	\$0	\$0	100.00%	\$0	\$0
42	346.200	Meters - Hot Rod	\$0	R-42	\$0	\$0	100.00%	\$0	\$0
43	346.300	Meters - Ultrasonic	\$0	R-43	\$0	\$0	100.00%	\$0	\$0
44	347.000	Meter Installations	\$0	R-44	\$0	\$0	100.00%	\$0	\$0
45	348.000	Hydrants	\$385	R-45	\$0	\$385	100.00%	\$0	\$385
46	349.000	Other Transmission & Distribution Plant	\$0	R-46	\$0	\$0	100.00%	\$0	\$0
47		TOTAL TRANSMISSION & DIST. PLANT	\$76,822		\$0	\$76,822		\$0	\$76,822
48		GENERAL PLANT							
49	389.000	Land and Land Rights - GP	\$0	R-49	\$0	\$0	100.00%	\$0	\$0
50	390.000	Structures and Improvements - GP	\$0	R-50	\$0	\$0	100.00%	\$0	\$0
51	391.000	Office Furniture and Equipment	\$0	R-51	\$0	\$0	100.00%	\$0	\$0
52	391.100	Office Electronic Equipment	\$0	R-52	\$0	\$0	100.00%	\$0	\$0
53	392.000	Transportation Equipment	\$0	R-53	\$0	\$0	100.00%	\$0	\$0
54	393.000	Stores Equipment	\$0	R-54	\$0	\$0	100.00%	\$0	\$0
55	394.000	Tools, Shop and Garage Equipment	\$0	R-55	\$0	\$0	100.00%	\$0	\$0
56	395.000	Laboratory Equipment	\$0	R-56	\$0	\$0	100.00%	\$0	\$0
57	396.000	Power Operated Equipment	\$0	R-57	\$0	\$0	100.00%	\$0	\$0
58	397.000	Communication Equipment	\$0	R-58	\$0	\$0	100.00%	\$0	\$0
59	398.000	Miscellaneous Equipment	\$0	R-59	\$0	\$0	100.00%	\$0	\$0

Holtgrewe Farms Water Company, LLC
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Accumulated Depreciation Reserve

Line Number	A Account Number	B Depreciation Reserve Description	C Total Reserve	D Adjust. Number	E Adjustments	F As Adjusted Reserve	G Jurisdictional Allocations	H Jurisdictional Adjustments	I MO Adjusted Jurisdictional
60	399.000	Other Tangible Equipment	\$0	R-60	\$0	\$0	100.00%	\$0	\$0
61		TOTAL GENERAL PLANT	\$0		\$0	\$0		\$0	\$0
62		TOTAL DEPRECIATION RESERVE	\$111,166		\$0	\$111,166		\$0	\$111,166

Holtgrewe Farms Water Company, LLC
 Case No. WR-2024-0343
 Test Year 12 months Ending 12/31/23
 Updated Through 3/31/24
 Adjustments for Depreciation Reserve

A Reserve Adjustment Number	B Accumulated Depreciation Reserve Adjustments Description	C Account Number	D Adjustment Amount	E Total Adjustment Amount	F Jurisdictional Adjustments	G Total Jurisdictional Adjustments
R-22	Electric Pumping Equipment	325.000		\$17,832		\$0
	1. To absorb accounts 325.100 & 325.200		\$17,832		\$0	
R-23	Submersible Pumping Equipment	325.100		-\$11,000		\$0
	1. To merge account to 325.000		-\$11,000		\$0	
R-24	High Service/Booster Pumping Equip	325.200		-\$6,832		\$0
	1. To merge account to 325.000		-\$6,832		\$0	
Total Reserve Adjustments				<u>\$0</u>		<u>\$0</u>

Holtgrewe Farms Water Company, LLC
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Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Cash Working Capital

Line Number	A Description	B Test Year Adj. Expenses	C Revenue Lag	D Expense Lag	E Net Lag C - D	F Factor (Col E / 385)	G CWC Req B x F
1	OPERATION AND MAINT. EXPENSE						
2	Base Payroll	\$0	0.00	0.00	0.00	0.000000	\$0
3	Tax Withholding	\$0	0.00	0.00	0.00	0.000000	\$0
4	Pensions and Employee Benefits	\$0	0.00	0.00	0.00	0.000000	\$0
5	Electric	\$0	0.00	0.00	0.00	0.000000	\$0
6	Telephone	\$0	0.00	0.00	0.00	0.000000	\$0
7	Office Rents	\$0	0.00	0.00	0.00	0.000000	\$0
8	Intercompany Billing	\$0	0.00	0.00	0.00	0.000000	\$0
9	Uncollectible Accounts	\$0	0.00	0.00	0.00	0.000000	\$0
10	PSC Assessment	\$0	0.00	0.00	0.00	0.000000	\$0
11	Cash Vouchers	\$18,854	0.00	0.00	0.00	0.000000	\$0
12	TOTAL OPERATION AND MAINT. EXPENSE	\$18,854					\$0
13	TAXES						
14	FICA - Employer Portion	\$0	0.00	0.00	0.00	0.000000	\$0
15	Unemployment	\$0	0.00	0.00	0.00	0.000000	\$0
16	Property Tax	\$0	0.00	0.00	0.00	0.000000	\$0
17	Gross Receipts Tax	\$0	0.00	0.00	0.00	0.000000	\$0
18	Corporate Franchise	\$0	0.00	0.00	0.00	0.000000	\$0
19	Sales Tax	\$0	0.00	0.00	0.00	0.000000	\$0
20	Test Line	\$0	0.00	0.00	0.00	0.000000	\$0
21	TOTAL TAXES	\$0					\$0
22	CWC REQ'D BEFORE RATE BASE OFFSETS						\$0
23	TAX OFFSET FROM RATE BASE						
24	Federal Tax Offset	\$3,960	0.00	0.00	0.00	0.000000	\$0
25	State Tax Offset	\$703	0.00	0.00	0.00	0.000000	\$0
26	City Tax Offset	\$0	0.00	0.00	0.00	0.000000	\$0
27	Interest Expense Offset	\$1,673	0.00	0.00	0.00	0.000000	\$0
28	TOTAL OFFSET FROM RATE BASE	\$6,336					\$0
29	TOTAL CASH WORKING CAPITAL REQUIRED						\$0

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Income Statement

Line Number	A Category Description	B Total Test Year	C Test Year Labor	D Test Year Non Labor	E Adjustments	F Total Company Adjusted	G Jurisdictional Adjustments	H MO Final Adj Jurisdictional	I MO Juris. Labor	J MO Juris. Non Labor
1	TOTAL OPERATING REVENUES	\$20,509	See Note (1)	See Note (1)	See Note (1)	\$20,509	\$0	\$20,509	See Note (1)	See Note (1)
2	TOTAL SOURCE OF SUPPLY EXPENSES	\$1,606	\$1,606	\$0	\$3,055	\$4,661	\$0	\$4,661	\$4,661	\$0
3	TOTAL PUMPING EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	TOTAL WATER TREATMENT EXPENSES	\$2,730	\$2,730	\$0	-\$53	\$2,677	\$0	\$2,677	\$2,677	\$0
5	TOTAL TRANSMISSION & DIST. EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	TOTAL CUSTOMER ACCOUNTS EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	TOTAL CUSTOMER SERVICE EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	TOTAL SALES PROMOTION EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	TOTAL ADMIN. & GENERAL EXPENSES	\$1,872	\$1,872	\$0	\$9,644	\$11,516	\$0	\$11,516	\$11,516	\$0
10	TOTAL DEPRECIATION EXPENSE	\$0	See Note (1)	See Note (1)	See Note (1)	\$0	\$9,399	\$9,399	See Note (1)	See Note (1)
11	TOTAL AMORTIZATION EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	TOTAL OTHER OPERATING EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	TOTAL TOTAL TAXES OTHER THAN INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	TOTAL OPERATING EXPENSE	\$6,208	\$6,208	\$0	\$12,646	\$18,854	\$9,399	\$28,253	\$18,854	\$0
15	NET INCOME BEFORE TAXES	\$14,301	\$0	\$0	\$0	\$1,655	-\$9,399	-\$7,744	\$0	\$0
16	TOTAL INCOME TAXES	\$0	See Note (1)	See Note (1)	See Note (1)	\$0	-\$5	-\$5	See Note (1)	See Note (1)
17	TOTAL DEFERRED INCOME TAXES	\$0	See Note (1)	See Note (1)	See Note (1)	\$0	\$0	\$0	See Note (1)	See Note (1)
18	NET OPERATING INCOME	\$14,301	\$0	\$0	\$0	\$1,655	-\$9,394	-\$7,739	\$0	\$0

(1) Labor and Non Labor Detail not applicable to Revenue & Taxes

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Other Water Revenue - Oper. Rev.

Line Number	A Description	B Amount
1	461.2X Late Charges	\$0
2	461.00 Metered Sales of Bulk Water	\$0
3	461.34 NSF Checks - Charges	\$0
4	461.38 Off/On During Hours	\$0
5	464.00 KC Public Water Sales Revenue	\$0
6	472.10 Antenna Rents Revenue	\$0
7	470.00 Discounts Earned	\$0
8	471.17 Trash Bags Revenue	\$0
9	418.30 9820 Building Revenue	\$0
10	Multi Other Miscellaneous	\$0
11	Total Miscellaneous Revenues	<u>\$0</u>

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Revenue Billing Determinant Sheet

Feeder Description	A Annualized Customers	B Total Customer Bills	C Annual Customer Charge Revenues	D Annualized Water Usage	E Annualized Volumetric Revenues	F Total Annualized Revenues C+E
Residential Water Revenue Feeders, Totals	45	540	\$8,154	2,651,220	\$12,355	\$20,509
Commercial Water Revenue Feeders, Totals	0	0	\$0	0	\$0	\$0
Industrial Water Revenue Feeders, Totals	0	0	\$0	0	\$0	\$0
Other Public Auth. Water Revenue Feeders, Totals	0	0	\$0	0	\$0	\$0
Sales for Resale Water Revenue Feeders, Totals	0	0	\$0	0	\$0	\$0
Test	0	0	\$0	0	\$0	\$0
Total Revenue Feeders	45	540	\$8,154	2,651,220	\$12,355	\$20,509

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Residential Water Revenue Feeder - Summary

Meter Size	B Annualized Customers	C Bills Per Year	B Total Customer Bills	C Annual Customer Charge Revenues	D Annualized Water Usage	E Annualized Commodity Revenues	F Total Annualized Revenues
5/8"	45	12	540	\$8,154	2,651,220	\$12,355	\$20,509
Totals	<u>45</u>		<u>540</u>	<u>\$8,154</u>	<u>2,651,220</u>	<u>\$12,355</u>	<u>\$20,509</u>

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Adjustments to Income Statement Detail

A Income Adj. Number	B Income Adjustment Description	C Account Number	D Company Adjustment Labor	E Company Adjustment Non Labor	F Company Adjustments Total	G Jurisdictional Adjustment Labor	H Jurisdictional Adjustment Non Labor	I Jurisdictional Adjustments Total
E-3	Operation Labor & Expenses	601.000	\$1,600	\$0	\$1,600	\$0	\$0	\$0
	1. To include mowing expense		\$1,600	\$0		\$0	\$0	
E-5	Purchased Power	620.000	-\$50	\$0	-\$50	\$0	\$0	\$0
	To include purchased power		-\$50	\$0		\$0	\$0	
E-6	Repairs and Maintenance	650.000	\$1,605	\$0	\$1,605	\$0	\$0	\$0
	To include repairs and maintenance expense		\$1,605	\$0		\$0	\$0	
E-11	Testing Expense		-\$53	\$0	-\$53	\$0	\$0	\$0
	To include testing expense		-\$53	\$0		\$0	\$0	
E-45	Admin. & General Salaries	920.000	\$9,576	\$0	\$9,576	\$0	\$0	\$0
	1. To include an annualized amount of Payroll		\$9,576	\$0		\$0	\$0	
E-46	Office Supplies & Expenses	921.000	\$21	\$0	\$21	\$0	\$0	\$0
	1. To include office supplies expense		\$21	\$0		\$0	\$0	
	2. To adjust Postage expense (Branson)		\$0	\$0		\$0	\$0	
	3. To adjust Communication expense (Horton)		\$0	\$0		\$0	\$0	
	4. To adjust Office Supplies expense (Horton)		\$0	\$0		\$0	\$0	
	5. To adjust Leases expense (Horton)		\$0	\$0		\$0	\$0	
	6. To adjust Dues & Donations expense (Branson)		\$0	\$0		\$0	\$0	
	No adjustment		\$0	\$0		\$0	\$0	
E-49	Outside Services Employed	923.000	\$175	\$0	\$175	\$0	\$0	\$0
	1. To include accounting expense		\$175	\$0		\$0	\$0	
	2. To adjust Tank Painting expense (Horton)		\$0	\$0		\$0	\$0	
	3. To adjust Leases expense (Horton)		\$0	\$0		\$0	\$0	
	4. To adjust Outside Services expense (Horton)		\$0	\$0		\$0	\$0	
	5. To include an annualized amount of Payroll (Niemeler)		\$0	\$0		\$0	\$0	
E-50	Property Insurance	924.000	\$81	\$0	\$81	\$0	\$0	\$0
	1. To adjust Insurance expense		\$81	\$0		\$0	\$0	
E-54	Regulatory Expenses	928.000	-\$209	\$0	-\$209	\$0	\$0	\$0
	1. To adjust regulatory expense		-\$209	\$0		\$0	\$0	
E-64	Depreciation Expense, Dep. Exp.	403.000	\$0	\$0	\$0	\$0	\$9,399	\$9,399
	1. To Annualize Depreciation Expense		\$0	\$0		\$0	\$9,399	

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Adjustments to Income Statement Detail

A Income Adj. Number	B Income Adjustment Description	C Account Number	D Company Adjustment Labor	E Company Adjustment Non Labor	F Company Adjustments Total	G Jurisdictional Adjustment Labor	H Jurisdictional Adjustment Non Labor	I Jurisdictional Adjustments Total
	3. No Adjustment		\$0	\$0		\$0	\$0	
E-89	Current Income Taxes		\$0	\$0	\$0	\$0	-\$5	-\$5
	1. To Annualize Current Income Taxes		\$0	\$0		\$0	-\$5	
Total Operating Revenues			\$0	\$0	\$0	\$0	\$0	\$0
Total Operating & Maint. Expense			\$12,646	\$0	\$12,646	\$0	\$9,394	\$9,394

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Income Tax Calculation

Line Number	A Description	B Percentage Rate	C Test Year	D 6.43% Return	E 6.43% Return	F 6.43% Return
1	TOTAL NET INCOME BEFORE TAXES		-\$7,744	\$11,833	\$11,833	\$11,833
2	ADD TO NET INCOME BEFORE TAXES					
3	Book Depreciation Expense		\$9,399	\$9,399	\$9,399	\$9,399
4	CIAC Amortization		\$0	\$0	\$0	\$0
5	TOTAL ADD TO NET INCOME BEFORE TAXES		\$9,399	\$9,399	\$9,399	\$9,399
6	SUBT. FROM NET INC. BEFORE TAXES					
7	Interest Expense calculated at the Rate of	1.5000%	\$1,673	\$1,673	\$1,673	\$1,673
8	Tax Straight-Line Depreciation		\$0	\$0	\$0	\$0
9	Excess Tax Depreciation		\$0	\$0	\$0	\$0
10	TOTAL SUBT. FROM NET INC. BEFORE TAXES		\$1,673	\$1,673	\$1,673	\$1,673
11	NET TAXABLE INCOME		-\$18	\$19,559	\$19,559	\$19,559
12	PROVISION FOR FED. INCOME TAX					
13	Net Taxable Inc. - Fed. Inc. Tax		-\$18	\$19,559	\$19,559	\$19,559
14	Deduct Missouri Income Tax at the Rate of	100.000%	-\$1	\$703	\$703	\$703
15	Deduct City Inc Tax - Fed. Inc. Tax		\$0	\$0	\$0	\$0
16	Federal Taxable Income - Fed. Inc. Tax		-\$17	\$18,856	\$18,856	\$18,856
17	Federal Income Tax at the Rate of	21.000%	-\$4	\$3,960	\$3,960	\$3,960
18	Subtract Federal Income Tax Credits					
19	Credits - Solar		\$0	\$0	\$0	\$0
20	Net Federal Income Tax	21.000%	-\$4	\$3,960	\$3,960	\$3,960
21	PROVISION FOR MO. INCOME TAX					
22	Net Taxable Income - MO. Inc. Tax		-\$18	\$19,559	\$19,559	\$19,559
23	Deduct Federal Income Tax at the Rate of	50.000%	-\$2	\$1,980	\$1,980	\$1,980
24	Deduct City Income Tax - MO. Inc. Tax		\$0	\$0	\$0	\$0
25	Missouri Taxable Income - MO. Inc. Tax		-\$16	\$17,579	\$17,579	\$17,579
26	Subtract Missouri Income Tax Credits					
27	Test MO State Credit		\$0	\$0	\$0	\$0
28	Missouri Income Tax at the Rate of	4.000%	-\$1	\$703	\$703	\$703
29	PROVISION FOR CITY INCOME TAX					
30	Net Taxable Income - City Inc. Tax		-\$18	\$19,559	\$19,559	\$19,559
31	Deduct Federal Income Tax - City Inc. Tax		-\$4	\$3,960	\$3,960	\$3,960
32	Deduct Missouri Income Tax - City Inc. Tax		-\$1	\$703	\$703	\$703
33	City Taxable Income		-\$13	\$14,896	\$14,896	\$14,896
34	Subtract City Income Tax Credits					
35	Test City Credit		\$0	\$0	\$0	\$0
36	City Income Tax at the Rate of	0.000%	\$0	\$0	\$0	\$0
37	SUMMARY OF CURRENT INCOME TAX					
38	Federal Income Tax		-\$4	\$3,960	\$3,960	\$3,960
39	State Income Tax		-\$1	\$703	\$703	\$703
40	City Income Tax		\$0	\$0	\$0	\$0
41	TOTAL SUMMARY OF CURRENT INCOME TAX		-\$5	\$4,663	\$4,663	\$4,663
42	DEFERRED INCOME TAXES					
43	Deferred Income Taxes - Def. Inc. Tax.		\$0	\$0	\$0	\$0
44	Amortization of Deferred ITC		\$0	\$0	\$0	\$0
45	Amortization of 2018 Deferred Tax (TCJA)		\$0	\$0	\$0	\$0
46	TOTAL DEFERRED INCOME TAXES		\$0	\$0	\$0	\$0
47	TOTAL INCOME TAX		-\$5	\$4,663	\$4,663	\$4,663

Holtgrewe Farms Water Company, LLC
 Case No. WR-2024-0343
 Test Year 12 months Ending 12/31/23
 Updated Through 3/31/24
 Capital Structure Schedule

Line Number	A Description	B Dollar Amount	C Percentage of Total Capital Structure	D Embedded Cost of Capital	E Weighted Cost of Capital 9.86%	F Weighted Cost of Capital 9.86%	G Weighted Cost of Capital 9.86%
1	Common Stock	\$55,055	50.00%		4.930%	4.930%	4.930%
2	Other Security Tax Deductible	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
3	Preferred Stock	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
4	Long Term Debt	\$55,055	50.00%	3.00%	1.500%	1.500%	1.500%
5	Short Term Debt	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
6	Other Security-Non Tax Deductible	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
7	TOTAL CAPITALIZATION	\$110,110	100.00%		6.430%	6.430%	6.430%
8	PreTax Cost of Capital				7.973%	7.973%	7.973%

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
Executive Case Summary

A	B	
Line Number	Description	Amount
1	Annualized Missouri Retail Revenues	\$20,509
2	Annualized Customer Numbers	45
3	Annualized Customer Usage	12,355
4	Profit (Return on Equity)	\$5,498
5	Interest Expense	\$1,673
6	Annualized Payroll	\$18,854
7	Utility Employees	0
8	Depreciation	\$9,399
9	Net Investment Plant	\$210,046
10	Pensions	\$0

Disposition Agreement Attachment D

Rate Base

Holtgrewe Farms Water Company, LLC
Case No. WR-2024-0343
Test Year 12 months Ending 12/31/23
Updated Through 3/31/24
RATE BASE SCHEDULE

Line Number	A Rate Base Description	B Percentage Rate	C Dollar Amount
1	Plant In Service		\$321,212
2	Less Accumulated Depreciation Reserve		\$111,166
3	Net Plant In Service		\$210,046
4	ADD TO NET PLANT IN SERVICE		
5	Cash Working Capital		\$0
6	Contributions in Aid of Construction Amortization		\$53,817
7	Materials & Supplies		\$0
8	Prepayments		\$0
9	Meter Rerouting Project		\$0
10	TOTAL ADD TO NET PLANT IN SERVICE		\$53,817
11	SUBTRACT FROM NET PLANT		
12	Federal Tax Offset	0.0000%	\$0
13	State Tax Offset	0.0000%	\$0
14	City Tax Offset	0.0000%	\$0
15	Interest Expense Offset	0.0000%	\$0
16	Contributions in Aid of Construction		\$152,351
17	Customer Advances		\$0
18	Customer Deposits		\$0
19	Deferred Income Taxes		\$0
20	Excess Deferred Income Taxes		\$0
21	Accrued Pension Liability		\$0
22	TOTAL SUBTRACT FROM NET PLANT		\$152,351
23	Total Rate Base		\$111,512

Disposition Agreement Attachment E
Schedule of Depreciation Rates

Holtgrewe Farms Water Company, LLC
SCHEDULE of DEPRECIATION RATES
(WATER Class D)
WR-2024-0343

USOA

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DEPRECIATION RATE	AVERAGE SERVICE LIFE (YEARS)	NET SALVAGE
Source of Supply				
314	Wells & Springs	2.0%	50	
Pumping Plant				
321	Structures & Improvements (pump house)	2.5%	40	
325	Pumping Equipment	6.7%	15	
Water Treatment Plant				
331	Structures & Improvements (Chlorine house)	2.5%	40	
332	Water Treatment Equipment	2.9%	35	
Transmission and Distribution				
342	Distribution Reservoirs & Standpipes	2.5%	40	
343	Transmission & Distribution Mains	2.0%	50	
345	Services	2.5%	40	
346	Meters	10.0%	10	
347	Meter Installations	2.5%	40	
348	Hydrants	2.0%	50	
General Plant				
372	Office Furniture & Equipment	5.0%	20	
372.1	Office Electronic & Computer Equip.	20.0%	5	
373	Transportation Equipment	13.0%	7	9%
379	Other General Equipment (tools, shop equip., backhoes, trenchers, etc.)	6.7%	13	13%

Disposition Agreement Attachment F
Rate Design Worksheet

Holtgrewe Farms Water Company LLC

Development of Tariffed Rates-Water

Agreement is to modify rate design to include usage data now available per customer based on the currently metered customers average usage. In addition, the part time customer factor is now the same as sewer.

Revenues Generated by Current Tariffed Rates	\$ 20,509
Agreed-Upon Overall Revenue Increase	\$ 19,577
Percentage Increase Needed	95.460%

Metered Customer Rates

Meter Size	Current Customer Charge	Proposed Customer Charge	Current Usage Rate	Proposed Usage Rate
5/8"	\$ 15.10	\$ 35.19	\$ 4.66	\$ 7.95
Customer Charge	Number	Factor	Customer Equivalents	Factored Customer Charge
5/8"	45	1	45.0	\$ 35.19
			45.0	
Customer Charge Calculation:		\$ 19,000	\$ 35.19	
Commodity		Gallons		
	\$ 21,086	2,651,200	\$ 7.95	
			\$ 7.95	

Disposition Agreement Attachment G
Billing Comparison Worksheet

Holtgrewe Farms Water Company LLC

Residential Customer Bill Comparison-Water

Rates for 5/8" Meter

<u>Customer</u>	<u>Current Base Customer Charge</u>	<u>Proposed Base Customer Charge</u>	<u>Current Usage Rate</u>	<u>Proposed Usage Rate</u>
5/8"	\$ 15.10	\$ 35.19	\$ 4.66	\$ 7.95

MONTHLY BILL COMPARISON

Usage assumed at 3,600 gallons/month

Monthly Billing

Current Rates

Customer Charge	\$ 15.10
Usage Charge (using 5,000 gal)	\$ 23.30
Total Bill	\$ 38.40

Proposed Rates

Customer Charge	\$ 35.19
Usage Charge	\$ 39.77
Total Bill	\$ 74.95

INCREASES

Customer Charge

\$ Increase	\$20.09
% Increase	133.01%

Usage Charge

\$ Increase	\$16.47
% Increase	70.67%

Total Bill

\$ Increase	\$36.55
% Increase	95.19%

Disposition Agreement Attachment H

Example Tariff

Name of Utility: Holtgrewe Farms Water Company, LLC

Service Area: Franklin County, MO

Rules and Regulations Governing Rendering of
Water Service

INDEX

Sheet No.

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

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

* Indicates new rate or text

+ Indicates change

Issue Date: ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

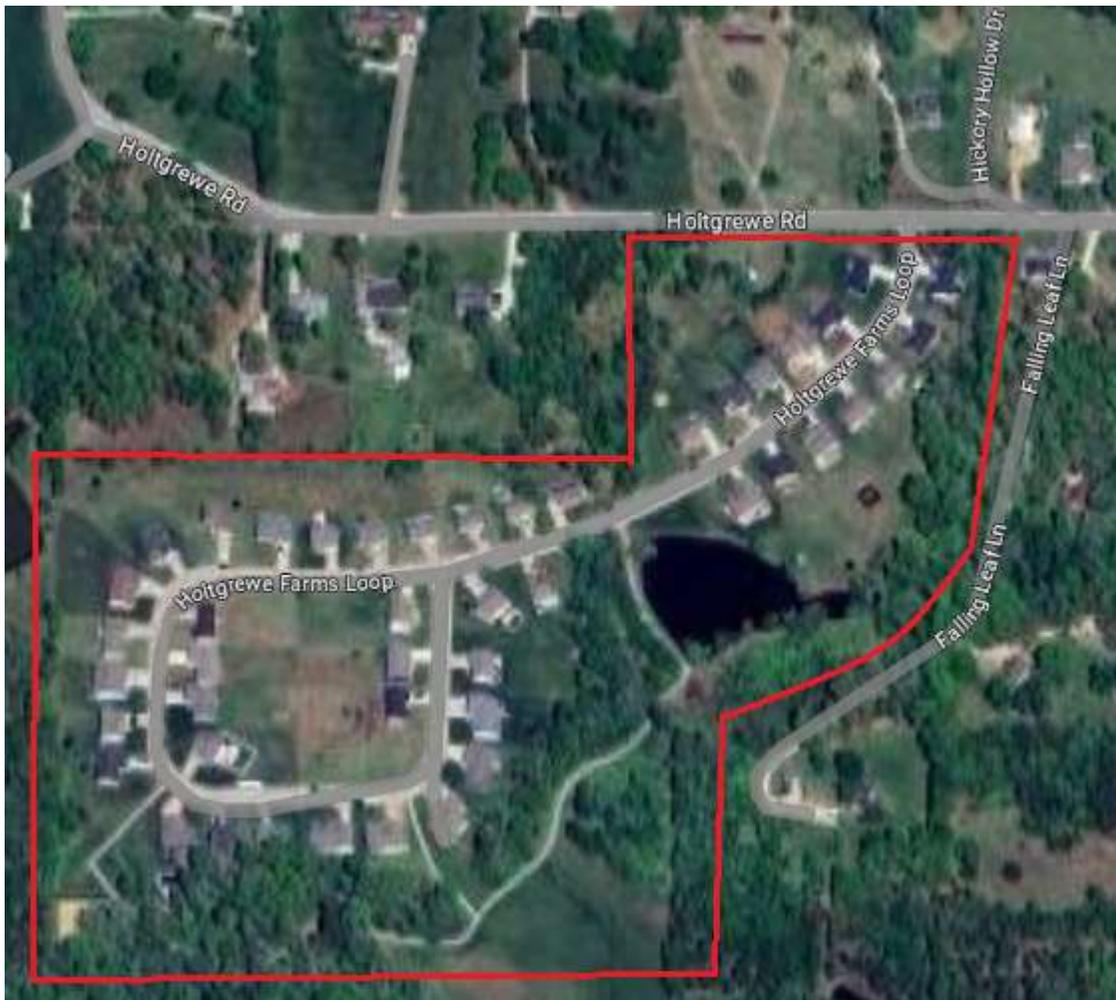
109 N. Oak Union, MO 63089
address

Name of Utility: Holtgrewe Farms Water Company, LLC

Service Area: Franklin County, MO

Rules and Regulations Governing Rendering of
Water Service

Map of Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

Name of Utility: Holtgrewe Farms Water Company, LLC

Service Area: Franklin County, MO

Rules and Regulations Governing Rendering of
Water Service

Schedule of Rates

Availability: This rate is available to any customers located in the Holtgrewe Farms Water Company, LLC service area.

Monthly Minimum Charge	\$35.19	+
Commodity Charge	\$7.95 per 1,000 gallons	+

PRIMACY FEE: There shall be added to the Customer's bill, as a separate item, the amount of the Safe Water Act primacy fee authorized and required by Section 640.100 of the Revised Statutes of Missouri.

TAXES: These rates do not include any municipal, state or federal taxes computed on either billing or consumption basis. Any such taxes applicable shall be added as separate items in rendering each bill.

- * Indicates new rate or text
- + Indicates change

Issue Date: ISSUE November 25, 2024 DATE EFFECTIVE January 9, 2025
Month Day Year Month Day Year

ISSUED BY Anthony Bequette Managing Member 109 N. Oak Union, MO 63089
name of officer title address

Name of Utility: Holtgrewe Farms Water Company, LLC

Service Area: Franklin County, MO

Rules and 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.		
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/Turn-Off Fee	\$25	+
Meter Test Fee	\$25	+
See Rule 12 B.		
Late Charges	\$5 or 3%	+
The late charge is calculated monthly with the greater amount above being added to the delinquent bill in accordance with Rule 10 G.		
Returned Check Charges	\$25	+
Credit / Debit Card Charges	Up to 4% as charged by third party vendor	+
Service Calls for Damages caused by Customer	Actual cost but not less than \$40	+
+		
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Issue Date: ISSUE November 25, 2024
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DATE EFFECTIVE January 9, 2025
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ISSUED BY Anthony Bequette Managing Member
 name of officer title

109 N. Oak Union, MO 63089
 address

Name of Utility: Holtgrewe Farms Water Company, LLC

Service Area: Franklin County, MO

Rules and Regulations Governing Rendering of
Water Service

Rule 1 DEFINITIONS

- A. The "COMPANY" is Holtgrewe Farms Water Company, LLC , acting through its officers, managers, or other duly authorized employees or agents.
- B. 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.
- C. 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, and except for a guarantor is responsible for payment for service.
- D. 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 shall be based on available information such as construction/occupancy permits, electric service turn-on date, or may be the date of commencement of construction of the building upon the property.
- E. 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.
- F. "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the Company not requested by the Customer.
- G. The "MAIN" is a pipeline which is owned and maintained by the Company, located on public property or private easements, and used to transport water throughout the Company's service area.

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- H. 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.
- I. 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.
- J. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- K. 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.
- L. 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, or at the property line if there is no curb stop or outdoor meter setting. 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 service connection shall be deemed to end at the edge of the street abutting the Customer's property. The service connection shall be owned and maintained by the Company.
- M. 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.

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- N. "TERMINATION OF SERVICE" is cessation of service requested by the Customer.
- O. "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.
- P. "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.
- Q. 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 domicile within a multi-tenant building is a separate unit. 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.
- R. The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct water to the Customer's unit from the property line, curb stop or outdoor meter setting, including the connection to the curb stop or meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the Customer's property.

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Rules and Regulations Governing Rendering of
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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.
- E. The point of delivery of water service shall be at the connection of the Customer's service line to the Company's service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these Rules and Regulations. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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Rules and Regulations Governing Rendering of
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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.
- C. The Company shall not be responsible for damages caused by any failure to maintain water pressure or water quality, or for interruption, if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages due to, or interruptions caused by, defective piping, fittings, fixtures and appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to Acts of God, civil disturbances, war, government actions, or other uncontrollable occurrences.

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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, or at the edge of the street if such property line is in the street. Separate buildings shall be served through separate water service lines if they are not on one lot that cannot be subdivided.
- 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 following 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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- C. A service connection installation constructed by the Customer as provided for in paragraphs 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 paragraph 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.
- E. 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.
- F. 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.
- G. 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.
- H. Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least one hundred sixty (160) psi working pressure.

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- I. The Company will not install a service connection to a vacant lot if such lot is not intended and recognized by the Company to be for intermittent use such as camping or picnic activity in a recreational subdivision, and the Customer installs a frost-free lockable hydrant at any point of use.
- J. 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.
- K. The Company shall have the right to enter the Customer's premises, after reasonable notice, 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.
- L. 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, landlocked property, or a clear impossibility to construction a future main extension for further subdivision development or additional future customers, will be at the discretion of the Company.
- M. Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any Customer's plumbing classified as an actual or potential backflow hazard in the Regulations of the Missouri Department of Natural Resources shall be required to install and maintain a backflow prevention device. This rule may also apply to Customers on whose premises it is impossible or impractical for the Company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the Company.

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Rules and Regulations Governing Rendering of
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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 service connection or meter yoke, or allow any such action. Licensed plumbers may operate such valves in order to work on the Customer's premises and to test their work, but must leave such valves open or closed as found.
- 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. Misrepresentation of identity in obtaining utility service; or
 5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
 6. Failure to comply with the terms and conditions of a settlement agreement; or
 7. Refusal after reasonable notice 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
 8. 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
 9. 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

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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.

B. None of the following shall constitute sufficient cause for the Company to discontinue service:

1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or
2. The failure of the Customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location in accordance with these Rules and Regulations, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or

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6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.
- C. 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 with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day.
- D. A discontinuance notice provided to a customer shall include:
1. The name and address of the Customer, the service address if different than the Customer's address; and
 2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
 3. How the customer may avoid the discontinuance; and
 4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
 5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.

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- E. 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).
- F. 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.
- G. 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. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- H. The provisions of paragraphs C. and E. above may be waived if safety of Company personnel while at the premises is a consideration.
- I. 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.
- J. 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.

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- K. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- L. The Company shall deal with Customers, handle Customer accounts, and manage discontinuance of service procedures in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- M. Applicable 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. Whenever service is interrupted for scheduled repairs or maintenance, 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.
- B. No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the Company.
- C. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage in a reasonable and non-discriminatory manner.

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Rule 10 BILLS FOR SERVICE

- A. The charges for water service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Other applicable service charges 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, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- 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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Issue Date: ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

Name of Utility: Holtgrewe Farms Water Company, LLC

Service Area: Franklin County, MO

Rules and Regulations Governing Rendering of
Water Service

- G. Monthly 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. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. 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 or quarterly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.
- I. The Company may require a security deposit or other guarantee as a condition of new service if the Customer:
1. Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or,
 2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or,
 3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.

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Service Area: Franklin County, MO

Rules and Regulations Governing Rendering of
Water Service

- J. The Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued service if:
1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
 2. The utility service to the unit has been diverted or interfered with in an unauthorized manner; or,
 3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods.
- K. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- L. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.
- M. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- N. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- O. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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Rules and Regulations Governing Rendering of
Water Service

Rule 11 METERS AND METER INSTALLATIONS

- A. When water meters are utilized for billing, 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. All meters shall be furnished, installed, maintained and removed by the Company and shall remain its property.
- B. 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. No meter size selection will be based solely on the size of the Customer's service line. 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 larger or smaller meter shall be paid by the Customer.
- C. 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.
- D. 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 and Regulations Governing Rendering of
Water Service

- E. 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.
- F. If an existing basement meter location is determined by the Company to be inadequate or inaccessible, then the Customer must provide for the installation of a meter to be located at or near the Customer's property line. The Customer shall furnish or obtain from the Company, as appropriate, the necessary meter installation appurtenances conforming to the Company's specifications, and the cost of said appurtenances and labor shall be paid by the Customer.
- G. 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 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.

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Rules and Regulations Governing Rendering of
Water Service

- H. The Customer shall promptly notify the Company of any defect in, or damage to, the meter setting.
- I. 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 and 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 and Regulations Governing Rendering of
Water Service

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 and Regulations Governing Rendering of
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Rule 14 EXTENSION OF WATER MAINS

- A. This rule shall govern the extension of mains by the Company within its certified area where there are no water mains.
- B. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.
- C. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company the amount determined in paragraph B. above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained, as per Rule 5 B. 1. or 3., and as specified in the Schedule of Service Charges. 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 for which other applicant(s) paid an amount determined in paragraph B., above, subject to subsequent adjustments for actual cost, 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.

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Rules and Regulations Governing Rendering of
Water Service

- 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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Disposition Agreement Attachment I
CXD Report

CUSTOMER EXPERIENCE DEPARTMENT

The role of the Customer Experience Department (“CXD”) is to investigate and make recommendations to the Commission on issues related to the customer experience, including promoting and encouraging efficient and effective utility management and customer service. These objectives contribute to the Commission’s overall mission to ensure that Missourians receive safe and reliable utility service at just and reasonable rates.

The objectives of this review are to document and analyze the management control processes, procedures, and practices used by Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC (Collectively referred to as “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 will focus on the processes, procedures and practices related to:

1. Application for Service
2. Customer Billing
3. Payment Remittance
4. Credit and Collections
5. Complaints and Inquiries
6. Customer Rights and Responsibility Brochure
7. Disconnect Notice

The CXD Staff reviewed the Company’s tariffs, Commission complaint and inquiry records, and other documentation related to the Company’s customer service and business operation. Staff met with Mr. Anthony Bequette, owner of the water and sewer companies, on July 3, 2024 at the Company office in Union, Missouri and obtained information on behalf of CXD Staff. A virtual local public hearing was held on July 23, 2024, and was attended by CXD Staff.

Overview

The Company provides water and sewer services to customers outside of Washington, Missouri in Franklin County. The Missouri Public Service Commission granted the certificates of public convenience and necessity (“CCN”) in October 2010. The business office is located at 109 North Oak Street, Union, Missouri 63084. The hours of operation are Monday through Friday, 7:00 am – 3:00 pm. The Company serves approximately 45 customers. Mr. Anthony Bequette states he is available 24/7 at (636)583-4311. He is the only employee of the Company but has contract employees.

Application for Service

New utility customers requesting service are required to complete a written application. There is not a connection fee for new service. Mr. Bequette stated that customer records are kept for one (1) year. Staff discussed the importance and the Chapter 13 requirement of maintaining those records for at least two (2) years.

Customer Billing

Staff requested and received a number of sample bills from Mr. Bequette. Customers are billed on a monthly basis. The bills are calculated and prepared by Mr. Bequette using QuickBooks. Meters are read the first day of the month by Mr. Bequette or one of his contract employees. It takes approximately nine (9) hours for the Company to prepare the customer bills. Mr. Bequette e-mails the invoices and also sends a copy of the statement via US mail. Customers are expected to make payment upon receipt of their bill. It states on the customer's bill that the balance is due on receipt but does not state an actual due date nor does it state when the amount will be considered delinquent. There is a date on the invoice but the customer's bill does not include the date the meter was read. The previous balance is not stated separately on the bill. Water customers are charged a minimum customer charge of \$15.10 per month and \$4.66 per 1,000 gallons. Sewer customers are charged a flat rate of \$39.25 per month. These rates were set by the Commission in 2010. Commission rule 20 CSR 4240-13.020 (9) contains the requirements that every billing statement must include.

Payment Remittance

Customers can pay by cash, check, or credit card (over the phone). Payments are mailed to the business office, 109 N. Oak Street, Union, Missouri, 63084. There is also a mail slot for after-hours payments at the business office. Credit card payments may be made over the phone.

Credit and Collections

The Company does not charge its customers a security deposit to establish water or sewer services. Mr. Bequette stated that he does not have a lot of issues with late pay customers. Past due fees are not assessed to customers. If a customer hasn't paid in the month billed, the customer may be subject to disconnection. It is not clear to CXD Staff the amount of time between when the bills are prepared and sent to customers. It is also not clear how long they have to make payment. Mr. Bequette does not keep a record of late payments or past due accounts although it is likely there is some type of query that can be obtained in QuickBooks. Commission rule 20 CSR 4240-13.020 (7) requires utilities to allow at least twenty-one (21) days from rendition of the bill (for monthly billed customers) to make payment. In addition, 20 CSR 4240-13.040 (5) requires utilities to maintain specific information on its customers for at least two (2) years.

Complaints and Inquiries

Customers can reach Mr. Bequette 24/7 with any complaints or inquires at (636)583-4311. Mr. Bequette states he does not document complaints or inquires. There is one documented informal complaint with the Commission that involved receiving billing statements. The complaint was

filed in 2023 and has been resolved. Mr. Bequette stated if a customer has an issue they call him and he has it checked out. Staff provided a Customer Complaint and Inquiry log for Mr. Bequette to begin using immediately which was given to him on July 23, 2024. Commission rule 20 CSR 4240-13.040 (5) requires utilities to maintain specific information on its customers for at least two (2) years.

Customer Rights and Responsibility Brochure

Mr. Bequette does not have a Customer Brochure. An example brochure was provided on July 23, 2024, after the Local Public Hearing. He was advised he needed to develop and implement a company brochure according to the requirements of 20 CSR 4240-13.040 (3).

Disconnect Notice

The Company provided an example of a 10-day disconnection notice as well as a 96-hour notice that will be hung on the door if payment does not occur before the next meter reading. According to the Company, there have not been any disconnections to date. It appears to CXD Staff that disconnection notices would be sent after non-payment the following month if no payment had been made. This would allow at least twenty-one (21) days as required by 20 CSR 4240-13.020 (7) to be in compliance to start the disconnection process. Staff provided a copy of Chapter 13 and highlighted the requirements for discontinuance of service, 20 CSR 4240-13.050 (6) also requires a record of the date of mailing or delivery of the notices. The information must be maintained for at least two (2) years.

Preliminary Findings, Conclusions and Recommendations

After review the following is a summary of the preliminary findings, conclusions and recommendations pertaining to the Company. Areas of concern are addressed below which will need the Company's attention:

1. Application for Service
2. Customer Billing
3. Complaints and Inquiries
4. Customer Rights and Responsibility Brochure
5. Disconnect Notice

Application for Service

Although new water and sewer customers requesting service are required to complete a written application, Mr. Bequette only maintains that information for one (1) year. Commission rule 20 CSR 4240-13.040(5) states clearly that "a utility shall maintain records on its customers for at least two (2) years which contain all information concerning . . ." payments, complaints, disconnects, reconnects, etc.

Customer Billing

The monthly billing statement is easy to read and locate information on the bill. However, the monthly billing statements received by the customers does not indicate a billing period for which the bill is issued for or the date of the meter readings. There is not a due date or a delinquent date on the bill. Indicating a due date on the bill lets customers know the exact date the payment is due to the company and when the payment is considered delinquent. Commission rule 20 CSR 4240-13.020 (9) clearly states that “Every bill for residential utility service shall clearly state (A) The beginning and ending meter readings of the billing period and the dates of these readings; (B) The date when the bill will be considered due and the date when it will be delinquent, if different; (C) Any previous balance which states the balance due for utility charges separately from charges for services not subject to commission jurisdiction;”

Customer Complaint Log

The Company does not keep a record of the customer inquiries and complaints it receives. It is important that the Company maintain records of the number and the types of complaints it receives. Commission rule 20 CSR 4240-13.040 (5) states “A utility shall maintain records on its customers for at least two (2) years which contains all the information concerning...(B) The number and general descriptions of complaints registered with the utility;...” The Company would benefit from a log of their customer contacts and the log would enable them to meet the Commission rule requirement as well as provide a history of the types of complaints and issues they receive and how these issues get resolved. A Customer Complaint Log was provided by Staff and given to Mr. Bequette on July 23, 2024.

Customer Rights and Responsibility Brochure

The Company does not have a customer brochure to hand out to customers. Having this written information would provide useful facts relating to billing procedures, payment requirements, disconnection and reconnect information, information regarding complaints and inquiries and would give the customers access to the Company, Commission and Office of Public Counsel’s information. Commission rule 4 CSR 240-13.040(3) states, “A utility shall prepare, in written form, information in plain language, which summarizes the right and responsibilities of the utility and its customers in accordance with this chapter. . .”

Staff gave Mr. Bequette a sample brochure along with Chapter 13 requirements and Staff discussed the need for him to develop a brochure on July 23, 2024.

Disconnect Notice

The Company has not had a disconnection to date. Although the Company has procedures in place for discontinuance of service Commission rule 20 CSR 4240-13.050 (6) states, “A utility shall maintain an accurate record of the date of mailing or delivery. . .” The Company does not maintain a record of its disconnection letters and the dates sent to its customers.

Disposition Agreement Attachment J
Water, Sewer, Gas & Steam Department Report

REPORT OF WATER AND SEWER UNIT
FIELD OPERATIONS AND TARIFF REVIEW

File Nos. WR-2024-0343 and SR-2024-0344

Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC

Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC, (collectively referred to as Holtgrewe or Company) provide water and sewer service to 45 customers¹ in a certificated area in Franklin County outside of Washington, MO. The water company and the sewer company were formed separately but are both owned by Anthony Bequette. The subdivision is designed for a maximum of 47 homes. On June 5, 2024, Staff members David Spratt and Adam Stamp met with Scott, the operator of the utilities, to perform an inspection of the water and sewer facilities.

Description of Water System

The water supply source is a 404-foot deep, ten-inch diameter well drilled in 2010. A submersible, five-horsepower pump was installed in 2011 providing approximately 60 gallons of water per minute. Water is stored in a ground storage tank that can hold about 12,000 gallons of water when full. The well, well house, and storage tank are located near the entrance to the subdivision. Water pressure is maintained at the well house between 40 and 70 pounds per square inch (psi) by a 1,000-gallon hydropneumatic tank and two high service pumps. The average daily usage at this facility is about 7,263 gallons per day². The Company is providing an adequate amount of water storage for its customers. The Company is not required to disinfect the water since the samples have not triggered any concern with the Missouri Department of Natural Resources (DNR).

There is a master meter in the well house to record the amount of water being used and determine lost water. The piping inside the well house is painted and appears to be in good condition. The Company reports that it has 3,840 feet of four-inch PVC pipe in the ground. Each home has a water meter. The Company has been replacing water meters over the past few years in accordance with state regulations³. The current rate for water service is \$15.10 per month plus \$4.66 per 1,000 gallons of water used.

Staff Observations of the Water System

Staff and Company personnel observed the well during a field visit. Staff investigated the

¹ According to the Company's Rate Increase Request Application

² According to the 2023 Annual Report

³ 20 CSR 4240 10.030(38)(A)

condition of the equipment in the well house. Materials and equipment used are appropriate and the systems appeared to be maintained well, operating well and performing as required. Josh Wideman of Franklin County Labs works as a contract operator for the Company to take water samples as required by DNR. Staff reviewed DNR Drinking Water Watch and found the Company to currently be in compliance with DNR. The Company received a notice of violation in 2019 for failure to monitor its water for radionuclides. The Company also received a notice of violation for failure to submit its Consumer Confidence Report (CCR) on time in 2022. Both of those issues were resolved by the Company.

Description of Wastewater System

The sewer's collection is 3,612 feet of eight-inch Polyvinyl Chloride (PVC) pipe and operates by gravity. The pipe was installed in 2009 when the development began. The owner said the collection system has not required a lot of repairs and he has not experienced any issues with inflow and infiltration (I&I). Treatment occurs in a recirculating sand filter treatment facility with a design capacity of 17,500 gallons per day (gpd), three septic tanks for initial treatment and solids holding, six recirculation pumps, and an ultraviolet (UV) disinfection system. The treatment facility has circuit breakers for power protection and uses lights as warning devices at the treatment plant. Currently, 80% of the liquid waste is recirculated to the filters and 20% is discharged as effluent. The recirculating sand filter was well maintained, appeared to be operating correctly, and producing clean effluent as required. Review of the discharge monitoring reports located on DNR's website indicates the treatment plant is working properly and producing an effluent that meets the standards of the discharge permit. Septic Services, Inc. has been contracted as a sludge hauler and they will dispose of solids from the septic tanks as needed.

The treatment plant is fenced and there is a gate with a lock at the entrance. Signs were posted stating the area is a wastewater treatment facility and the outfall location was clearly marked and easy to access. The sludge in the septic tanks is pumped as needed. DNR does not require a certified operator to oversee the Company's sewer facilities but the facility is required to take quarterly samples and meet certain effluent limits for e coli and ammonia according to its permit. The current rate for sewer service is \$39.25 per month.

Tariff Review

The Company's water and sewer rates have remained the same since the implementation of the original tariffs January 5, 2011. Due to proposed tariff changes as well as updated rules and regulations, Staff is proposing that the Company request canceling the existing PSC MO No. 1 tariff and replace it with PSC MO No. 2. The replacement water tariff will include new miscellaneous service charges such as a late charge, returned check charge, connection fees, inspections fees, credit card transaction fee, service call fees, and an increase for the turn-on/turn-off fee. The replacement sewer tariff will include new miscellaneous service charges

such as late fees, credit card fees, service inspection charge, the discontinuance of service by physical disconnection will now be the actual cost without a maximum allowed, and an increase for the turn-on/turn-off of water fee.

Rate Design

Staff has reviewed the current rate design and is recommending the current water rate design remain the same, which is a monthly customer charge plus commodity charge per 1,000 gallons of water metered for the water rates. Staff also recommends that sewer rates remain a single, monthly flat charge.

Disposition Agreement Attachment K
Summary of Events

Holtgrewe Farms Water Company, LLC
MO PSC File No. WR-2024-0343
Summary of Case Events

Date Filed:	May 24, 2024
Day 150:	November 25, 2024
Extension?	Yes, thirty days
Amount Requested:	
Amount Proposed by Staff:	
Amount Agreed to by Company:	\$10,000
	\$19,577
Item(s) Driving Rate Decrease:	\$19,577
Number of Customers:	The current rates have been in effect since the Company was certificated January 5, 2011
Return on Equity:	45 service connections
Assessment Current:	9.86% for water
Annual Reports Filed:	Yes
Other Open Cases before Commission:	No
Status with Secretary of State:	Good Standing
DNR Violations:	None
Significant Service/Quality Issues:	None

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

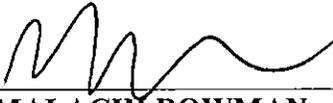
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF MALACHI BOWMAN

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW MALACHI BOWMAN and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

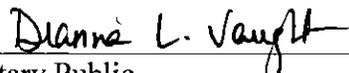
Further the Affiant sayeth not.


MALACHI BOWMAN

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

and

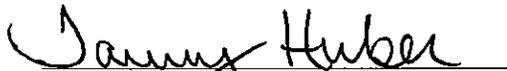
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF TAMMY HUBER

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW TAMMY HUBER and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to her best knowledge and belief.

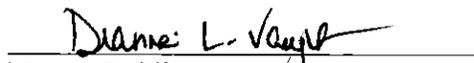
Further the Affiant sayeth not.


TAMMY HUBER

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 2/5 day of October 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF RANDALL T. JENNINGS

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW RANDALL T. JENNINGS and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

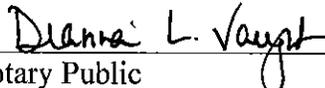


RANDALL T. JENNINGS

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF KERI ROTH

STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

COMES NOW KERI ROTH and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.

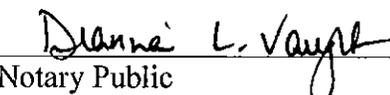


KERI ROTH

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

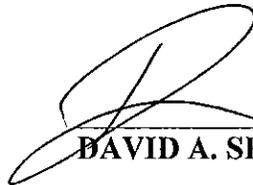
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF DAVID A. SPRATT

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW DAVID A. SPRATT and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

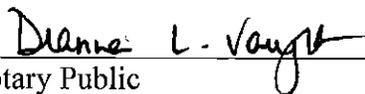


DAVID A. SPRATT

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 25th day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

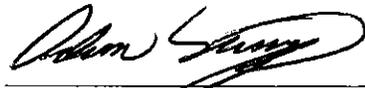
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF ADAM STAMP

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW ADAM STAMP and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

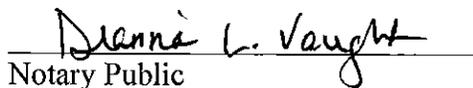


ADAM STAMP

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 20th day of November 2024.

DIANNA L. VAUGHT Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: July 18, 2027 Commission Number: 15207377



Notary Public

**NON-UNANIMOUS AGREEMENT REGARDING DISPOSITION OF
SMALL UTILITY COMPANY REVENUE INCREASE REQUEST**

HOLTGREWE FARMS SEWER COMPANY, LLC

MO PSC FILE NO. SR-2024-0344

BACKGROUND

Holtgrewe Farms Sewer Company, LLC, (“Company”) initiated the small company revenue increase request ("Request") for sewer 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 20 CSR 4240-10.075, Staff Assisted Rate Case Procedure. In its request letter, which was received at the Commission's offices on May 24, 2024, the Company set forth its request for an increase of \$10,000 in its annual sewer operating revenues. The Company also acknowledged that the design of its customer rates, its service charges, its customer service practices, its general business practices and its general tariff provisions would be reviewed during the Commission Staff's ("Staff") review of the revenue increase request, and could thus be the subject of Staff's recommendations. The Company provides service to approximately 45 sewer customers.

Pursuant to the provisions of the Staff Assisted Rate Case 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.)

Upon completion of its 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 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 sewer revenue requirement increase of \$12,424 (58.62% increase) added to the level of previous revenues of \$21,195. This revenue requirement is just and reasonable and designed to recover the Company's cost of service. These amounts are shown on the ratemaking income statements found in Attachment A, incorporated by reference herein;
- (2) The Auditing Department conducted a full and complete audit of the Company's books and records using the 12-month period ended December 31, 2024, updated through March 31, 2024, as the basis for the revenue requirement determined above. The audit findings can be found in Attachments B and C, incorporated by reference herein;
- (3) The agreed upon net rate base for sewer service is \$76,705. The development of this amount is shown on the rate base worksheet that is found in Attachment D, 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) Included in Attachment B is the agreed upon capital structure for sewer service which includes an overall recommended rate of return of 6.47%, which is calculated based on an actual capital structure consisting of 50% debt and 50% equity, with a cost of debt of 3% and a cost of equity of 9.94%;
- (5) The schedule of depreciation rates in Attachment E, incorporated by reference herein, includes the depreciation rates used by Staff in its revenue requirement analysis and shall be the prescribed schedule of sewer plant depreciation rates for the Company;
- (6) To allow the Company the opportunity to collect the revenue requirement agreed to in (1) above, the rates as shown on Attachment F, 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 G, also attached and incorporated by reference herein;
- (7) For the purposes of implementing the agreements set out in this disposition agreement, the current PSC MO Number 1 tariffs will be cancelled and replaced by PSC MO Number 2, containing the rates, charges, and language set out in the example tariff sheet(s) attached as Attachment H. The proposed tariff revisions will bear an effective date of December 2, 2024;
- (8) Within ninety (90) days of the effective date of an order approving this Non-Unanimous Disposition Agreement, the Company shall implement the recommendations contained in the Auditing Department Report attached hereto as Attachment B and incorporated by reference herein and provide proof of implementing the recommendations to the Manager of the Commission's Auditing Department;
- (9) Within ninety (90) days of the effective date of an order approving this Non-Unanimous Disposition Agreement, the Company shall implement the recommendations contained in the Customer Experience Department (CXD) Report, attached hereto as Attachment I and incorporated by reference herein and

provide proof of implementing the recommendations to the Manager of the Customer Experience Department;

(10) 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 Disposition Agreement. The notice shall include a summary of the impact of the proposed rates on an average residential customer's bill;

(11) 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 Non-Unanimous Disposition Agreement;

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

(13) The Company and Staff agree that they have read the foregoing 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 parties; and that the Company freely and voluntarily enters into this Disposition Agreement; and

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

Additional Matters

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

The results of Staff's inspections and review of the Company's operation of its facilities can be found in the Water, Sewer, Gas & Steam Department Report, Attachment J. Staff has completed a Summary of Case Events and has included that summary as Attachment K to this Non-Unanimous Disposition Agreement.

The Company and Staff acknowledge that Staff will be filing this Non-Unanimous Disposition Agreement and the attachments hereto, in the existing case and that the Company will file the proposed tariff revisions called for in the agreement. The Company and Public Counsel also acknowledge that Staff may make other filings in this case.

Additionally, the Company and Public Counsel agree that subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions

disclosed in the course of settlement, Staff shall have the right to provide an oral explanation to support its entering into this Non-Unanimous Disposition Agreement, if the Commission requests one 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 and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff will be available to answer Commission questions regarding this Non-Unanimous Disposition Agreement. To the extent reasonably practicable, Staff shall provide the Company with advance notice of any such agenda meeting so that it may have the opportunity to be present and/or represented at the meeting.

SIGNATURES

Agreement Signed and Dated:

Signed by:

013023099096497

Anthony Bequette
Member
Holtgrewe Farms Sewer Company LLC

10/22/2024

Date



Curtis Gateley
Manager – Water, Sewer, Gas & Steam Department
Missouri Public Service Commission

10-22-24

Date

List of Attachments

- Attachment A – Ratemaking Income Statement
- Attachment B – Auditing Department Report
- Attachment C – EMS Run
- Attachment D – Rate Base Worksheet
- Attachment E – Schedule of Depreciation Rates
- Attachment F – Rate Design Worksheet
- Attachment G – Billing Comparison Worksheet
- Attachment H – Example Tariff
- Attachment I – CXD Report
- Attachment J – Water, Sewer, Gas & Steam Department Report
- Attachment K – Summary of Case Events

Disposition Agreement Attachment A
Ratemaking Income Statement

Holtgrewe Farms Sewer Company LLC
Rate Making Income Statement-Sewer

Operating Revenues at Current Rates

1	Tariffed Rate Revenues *	\$	21,195
2	Other Operating Revenues *		
3	Total Operating Revenues	\$	21,195

4 * See "Revenues - Current Rates" for Details

Cost of Service

	Item		Amount
9	Labor and Expenses	\$	1,500
10	Fuel and Purchased Power	\$	1,430
11	Chemicals	\$	597
12	Miscellaneous Supplies and Expense	\$	175
13	Maintenance of Collection Sewer System	\$	1,472
14	Maintenance of Treatment and Disposal Plant		
15	Customer Records and Collections Expense		
16	Uncollectible Accounts		
17	Administrative and General Salaries	\$	9,576
18	Office Supplies and Other Expenses	\$	205
19	Insurance Expense	\$	1,105
20	Employee Pension and Benefits		
21	Regulatory Commission Expense	\$	1,156
22	Rents		
23	Depreciation Expense, Dep. Exp.	\$	10,247
24	Property Taxes		
25	Payroll Taxes		
26	Sub-Total Operating Expenses	\$	27,463
27	Current Income Taxes	\$	1,193
29	Additional Current Tax Required		
30	Sub-Total Taxes	\$	1,193
27	Return on Equity	\$	4,963
30	Sub-Total Return On Equity	\$	4,963
32	Total Cost of Service	\$	33,619
34	Overall Revenue Increase Needed	\$	12,424

Disposition Agreement Attachment B
Auditing Department Memo

AUDIT RECOMMENDATION MEMORANDUM

FROM: Keri Roth
Water, Sewer, & Steam Department
Randall Jennings
Financial Analysis Department

TO: David Spratt
Water, Sewer, & Steam Department, Case Manager
Paul Graham
Mark Johnson
Staff Counsel's Office

SUBJECT: Water, Sewer, & Steam Department's Findings and Recommended Cost of Service
Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344

DATE: September 25, 2024

On May 24, 2024, Holtgrewe Farms Sewer Company, LLC ("Holtgrewe Sewer" or "Company") filed a rate request letter with the Missouri Public Service Commission ("PSC" or "Commission"). In that letter, which initiated this rate case, Holtgrewe Sewer requested an increase of \$10,000 in its annual sewer operating revenues. Staff performed an initial audit of Holtgrewe Sewer's sewer operations to determine whether an increase is appropriate and, if so, the amount thereof that would be reasonable.

Based upon Staff's examination of Holtgrewe Sewer's records and discussions with company personnel, Staff's recommended total revenue requirement calculation for Holtgrewe Sewer's sewer operations through December 31, 2023 and updated through March 31, 2024, using a return on equity ("ROE") of 9.94%, is \$33,619. The total revenue requirement in this case represents the Gross Revenue Requirement of \$12,424 calculated by Staff plus the current Total Operating Revenues of \$21,195. Attached to this Memorandum is Staff's Accounting Schedules and relevant workpapers related to its review and audit of Holtgrewe Sewer's financial operations.

Test Year and Update Period

Staff used a test year consisting of the twelve months ending December 31, 2023, updated through March 31, 2024.

Rate Base

Staff reviewed Holtgrewe Sewer's annual reports, previous 2010 Certificate of Convenience and Necessity ("CCN") case, and held discussions with Company personnel for information regarding Construction Work in Progress ("CWIP"), Contributions in Aid of Construction ("CIAC"), and customer deposits respectively. Staff determined that Holtgrewe does

have CIAC for its sewer operations and this has been reflected in Staff's rate base calculation. Staff's recommended rate base as of March 31, 2024, is \$76,705.

Plant-In-Service Balances

To account for plant investment, Staff utilized information and numbers calculated from Case No. SA-2010-0282 and made adjustments for additional plant investments and retirements. Staff obtained information regarding plant additions from invoices provided by Holtgrewe Sewer posted in the check register. Staff's recommended net plant balance less accumulated reserve, as of March 31, 2024, is \$198,246.

Depreciation Rates

The depreciation rates used in this rate case are included as Attachment A to this memorandum. Staff member Malachi Bowman of the Commission's Engineering Analysis Department provided the depreciation rates.

Revenues

The number of customers indicated in Holtgrewe Sewer's rate request letter was used to annualize revenues. The number of customers was multiplied by the current monthly tariff rate, and then multiplied by twelve to derive the annualized customer charge revenue. Holtgrewe Sewer does not have any miscellaneous revenues. Staff's analysis of revenues for Holtgrewe Sewer produced an annualized level of \$21,195 for sewer sales.

Testing Expense

Holtgrewe Sewer utilizes ESA, Inc. to perform test samples for the sewer operations. Based on information provided, Staff determined utilizing the test year amount was the best way to capture an accurate level of expense going forward. Staff has included \$597 for sewer testing expense.

Mowing Expense

Based on discussion with Company personnel, Staff has included an annualized level of expense of \$1,500 for mowing expense.

Maintenance Expense

Staff reviewed costs from 2020 through March 31, 2024. During this period, there did not appear to be much maintenance expense recorded for the sewer system. However, the Company does have the septic tank pumped once per year. Staff has included an annual expense of \$1,472 for pumping and maintenance expense.

Operating and Assessment Fees

Staff made an adjustment to include PSC Assessment fees based on the fiscal year 2025 assessment. The annualized level of expense for the PSC Assessment is \$157.

Staff annualized DNR permit fees based on the information provided by Holtgrewe Sewer. The annualized level of expense for DNR permit fees is \$1,000.

Rate of Return and Capital Structure

Staff's Financial Analysis Department provided the Audit Staff with a rate of return ("ROR") recommendation. To recommend the allowed ROR, the Staff of the Financial Analysis Department used its "Small Utility Return on Equity (ROE)/Rate of Return (ROR) Methodology" ("ROR Methodology"). Staff's ROR Methodology is based on the S&P Credit Ratings guide¹ and the Bond Yield Plus Risk Premium method. The S&P Credit Ratings guide provides parameters for estimating credit ratings. Credit ratings are in turn used to estimate debt cost. The Bond Yield Plus Risk Premium method simply adds a premium, known as equity risk premium ("ERP"), to the estimated debt cost to come up with a return on equity ("ROE"). ROE is combined with debt cost to arrive at an estimated ROR.

To estimate credit ratings using the S&P Credit Ratings guide, Staff examined the financial risk profile ("FRP") and business risk profile ("BRP") of Holtgrewe Sewer. Usually, to examine the FRP and BRP of a small utility, Staff would analyze financial statements and ratios. In the case of Holtgrewe Sewer, there are limited financial statements available and the credibility of those financial statements is in question. The Company has filed Annual Reports with the Commission for years 2021, 2022 and 2023. The Company's 2023 balance sheet shows a large amount of negative Retained Earnings which can be an indicator of bankruptcy, since it implies a long-term series of losses.² This contradicts Profit and Loss statements filed with the Commission that indicate net operating incomes for years 2021 through 2023. During Staff's onsite visit, the Company was unable to provide any details and said it is the Company's understanding that Retained Earnings is simply used to make Assets equal Liabilities plus Capital on the balance sheet. As a result, information provided by the Company in its Annual Reports cannot be considered completely credible or accurate.

Background information on utilities' BRP is important in determining the Company's BRP. According to a November 27, 2007 S&P Credit Ratings publication, regulated utilities and holding companies that are utility-focused virtually always fall in the upper range ("Excellent" or "Strong") of the BRP.³ Staff has not seen any information or evidence that shows the Company's BRP is significantly different from other sewer utilities. The main difference between Holtgrewe Sewer and sewer utilities rated by S&P is size: HFSC serves only 45 (forty-five) customers. In

¹ Criteria Methodology: Business Risk/Financial Risk Matrix Expanded, May 27, 2009.

² Negative retained earnings definition; <https://www.accountingtools.com/articles/what-are-negative-retained-earnings.html>

³ U.S. Utilities Ratings Analysis Now Portrayed In The S&P Corporate Ratings Matrix, November 30, 2007.

Staff's reasonable judgement, a BRP of "Satisfactory", a notch lower than the "Strong" assigned to regulated utilities by S&P Credit Ratings, for Holtgrewe Sewer is appropriate.

For FRP, the Company submitted annual reports listing net incomes for each year from 2021 through 2023. Net incomes would normally indicate that the Company is operating in a sustainable manner, and considered by itself would indicate a minimal financial risk. The Company's annual reports filed with the Commission revealed its long-term debt was reduced by approximately 50% in 2022. As described earlier, Staff has also seen a large amount of negative Retained Earnings and has experienced difficulty in obtaining information from the Company. In addition to these observations, The Company also stated during Staff's onsite visit that all company financing comes in the form of personal loans from the owner to Holtgrewe Sewer and that the debt has either been forgiven or not reported rather than being paid back since 'the company does not make enough profit to pay off the debt.' The combination of these factors leads Staff, in its reasonable judgment, to believe an FRP of "Intermediate" is appropriate.

With a BRP and FRP of "Satisfactory" and "Intermediate" for Holtgrewe Sewer, respectively, the S&P Credit Ratings guide matrix indicates a credit rating of 'BBB/Baa'. A credit rating of 'BBB/Baa' for public utilities bonds has an average interest rate of 5.94% for the most recent three-month average.⁴ Because of high inflation, the Federal Open Market Committee ("FOMC") has currently set the target range for the federal funds rate at 5.25% to 5.50%. There is a possibility of possible future interest rate changes. Staff will monitor market conditions and update as needed. Adding a 4% ERP, as prescribed by the Bond Yield Plus Risk Premium method, to the 5.94% estimated debt cost results in a 9.94% ROE.

Regulated companies are financed through both debt (loans or bonds) and equity (shareholder investment, either through publicly traded stock or through private placement). Staff typically uses a company's actual, a company's targeted, or a hypothetical capital structure. Because Holtgrewe Sewer has been unable to provide what Staff believes to be accurate financial statements, as discussed above, Staff is unable to use the Company's actual capital structure. Staff submitted a Data Request asking for the Company's targeted capital structure but HFSC did not respond.⁵ Therefore, Staff is recommending using a hypothetical capital structure of 50.00% debt and 50.00% common equity for the Company's ratemaking capital structure. According to annual reports filed with the Commission, the Company's debt is financed at a fixed rate of 3.00%. Staff's recommended ROE of 9.94% for Holtgrewe Sewer and an embedded cost of debt of 3.00% applied to a capital structure of 50.00% debt and 50.00% common equity, results in an allowed ROR of 6.47%.

Payroll

⁴ April, May and June 2024 reflect interest rates of 6.01%, 5.97% and 5.84% respectively. July 2024 Mergent Bond Record, page 25.

⁵ Staff Data Request No. 0022.

Through discussions with Company personnel, Staff has included payroll expense for duties related to billing and bookkeeping, operations and maintenance, meter reading, and management. Staff utilized hourly wages from year 2023 as shown in MERIC. Staff has included a total annual expense level of \$9,576.

General Liability Insurance

Staff utilized the most current policy amount to annualize insurance expense. The annualized level of general liability insurance expense is \$1,105.

Rate Case Expense

The only rate case expense was internal labor costs; therefore, Staff did not include any rate case expense at this time.

Utilities Expense

Typically, Staff would utilize usage to calculate utility expense. However, utility expense fluctuated significantly from each total calendar year 2020 through 2023. Staff made the decision to utilize a two-year average of utility expense for Holtgrewe Sewer's cost of service, which is \$1,431.

Accounting Expense

Holtgrewe Sewer utilizes an outside accounting firm for annual tax returns. Based on information provided, the annual level of expense has been steady in recent years. Staff utilized the most recent invoice as an appropriate level of expense to be included for accounting expense, which is \$175.

Office Supplies and Postage

Based on information provided by the Company, office supplies and postage expense has fluctuated yearly from 2020 through 2023. Staff determined that utilizing a four-year average would be the best representation of annual expenditures for office supplies and postage. Staff has included \$205 in the cost of service.

STAFF'S RECOMMENDATIONS

Staff recommends that the Commission issue an order that:

- Requires Holtgrewe Sewer to implement the Uniform Systems of Accounts for Class D Sewer Utilities 1976 ("USOA") as prescribed by 20 CSR 4240-61.020, separately from its water utility company;
- Requires Holtgrewe Sewer to maintain documentation of sewer related revenues and costs, separately from its water utility company;

- Requires Holtgrewe Sewer to keep records identifiable for its sewer system, separately from its water utility company, including those for customer account records and capital costs; and,
- Authorizes Holtgrewe Sewer to utilize depreciation rates that are shown in Attachment B.

Disposition Agreement Attachment C

EMS Run

Exhibit No.: _____

Issue: Accounting Schedules

Witness: Staff

Sponsoring Party: Staff

Case No: SR-2024-0344

Date Prepared: 8/20/2024



MISSOURI PUBLIC SERVICE COMMISSION

UTILITY SERVICES DIVISION

STAFF ACCOUNTING SCHEDULES

HOLTGREWE FARMS SEWER COMPANY, LLC

CASE NO. SR-2024-0344

Jefferson City, Missouri

August 2024

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Revenue Requirement

Line Number	<u>A</u> Description	<u>B</u> 6.47% Return	<u>C</u> 6.47% Return	<u>D</u> 6.47% Return
1	Net Orig Cost Rate Base	\$76,705	\$76,705	\$76,705
2	Rate of Return	6.47%	6.47%	6.47%
3	Net Operating Income Requirement	\$4,963	\$4,963	\$4,963
4	Net Income Available	-\$4,499	-\$4,499	-\$4,499
5	Additional Net Income Required	\$9,462	\$9,462	\$9,462
6	Income Tax Requirement			
7	Required Current Income Tax	\$1,193	\$1,193	\$1,193
8	Current Income Tax Available	-\$1,769	-\$1,769	-\$1,769
9	Additional Current Tax Required	\$2,962	\$2,962	\$2,962
10	Revenue Requirement	\$12,424	\$12,424	\$12,424
11	Allowance for Known and Measureable Changes/True-Up Estimate	\$0	\$0	\$0
12	Miscellaneous	\$0	\$0	\$0
13	Gross Revenue Requirement	\$12,424	\$12,424	\$12,424

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
RATE BASE SCHEDULE

Line Number	<u>A</u> Rate Base Description	<u>B</u> Percentage Rate	<u>C</u> Dollar Amount
1	Plant In Service		\$333,781
2	Less Accumulated Depreciation Reserve		\$135,535
3	Net Plant In Service		\$198,246
4	ADD TO NET PLANT IN SERVICE		
5	Cash Working Capital		\$0
6	Contributions in Aid of Construction Amortization		\$78,142
7	Materials & Supplies		\$0
8	Prepayments		\$0
9	Meter Rerouting Project		\$0
10	TOTAL ADD TO NET PLANT IN SERVICE		\$78,142
11	SUBTRACT FROM NET PLANT		
12	Federal Tax Offset	0.0000%	\$0
13	State Tax Offset	0.0000%	\$0
14	City Tax Offset	0.0000%	\$0
15	Interest Expense Offset	0.0000%	\$0
16	Contributions in Aid of Construction		\$199,683
17	Customer Advances		\$0
18	Customer Deposits		\$0
19	Deferred Income Taxes		\$0
20	Accrued Pension Liability		\$0
21	TOTAL SUBTRACT FROM NET PLANT		\$199,683
22	Total Rate Base		\$76,705

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Plant In Service

Line Number	A Account # (Optional)	B Plant Account Description	C Total Plant	D Adjust. Number	E Adjustments	F As Adjusted Plant	G Jurisdictional Allocations	H Jurisdictional Adjustments	I MO Adjusted Jurisdictional
1		INTANGIBLE PLANT							
2	301.000	Organization	\$0	P-2	\$0	\$0	100.00%	\$0	\$0
3	302.000	Franchises and Consents	\$0	P-3	\$0	\$0	100.00%	\$0	\$0
4	303.000	Miscellaneous Intangible Plant	\$0	P-4	\$0	\$0	100.00%	\$0	\$0
5		TOTAL PLANT INTANGIBLE	\$0		\$0	\$0		\$0	\$0
6		LAND AND STRUCTURES							
7	310.000	Land and Land Rights	\$9,011	P-7	\$0	\$9,011	100.00%	\$0	\$9,011
8	311.000	Structures and Improvements	\$0	P-8	\$0	\$0	100.00%	\$0	\$0
9		TOTAL LAND AND STRUCTURES	\$9,011		\$0	\$9,011		\$0	\$9,011
10		COLLECTION PLANT							
11	352.000	Collection Sewers	\$0	P-11	\$0	\$0	100.00%	\$0	\$0
12	352.100	Collection Sewers-Force	\$0	P-12	\$0	\$0	100.00%	\$0	\$0
13	352.200	Collection Sewers-Gravity	\$109,663	P-13	\$0	\$109,663	100.00%	\$0	\$109,663
14	353.000	Other Collecting Plant Facilities	\$0	P-14	\$0	\$0	100.00%	\$0	\$0
15	354.000	Services to Customers	\$90,020	P-15	\$0	\$90,020	100.00%	\$0	\$90,020
16	355.000	Flow Measuring Devices	\$0	P-16	\$0	\$0	100.00%	\$0	\$0
17		TOTAL COLLECTION PLANT	\$199,683		\$0	\$199,683		\$0	\$199,683
18		SYSTEM PUMPING PLANT							
19	362.000	Receiving Wells and Pump Pits	\$0	P-19	\$0	\$0	100.00%	\$0	\$0
20	363.000	Pumping Equipment	\$0	P-20	\$0	\$0	100.00%	\$0	\$0
21		TOTAL SYSTEM PUMPING PLANT	\$0		\$0	\$0		\$0	\$0
22		TREATMENT & DISPOSAL PLANT							
23	372.000	Oxidation Lagoon	\$0	P-23	\$0	\$0	100.00%	\$0	\$0
24	373.000	Treatment & Disposal Equipment	\$125,087	P-24	\$0	\$125,087	100.00%	\$0	\$125,087
25	373.100	STEP Equipment	\$0	P-25	\$0	\$0	100.00%	\$0	\$0
26	374.000	Plant Sewers	\$0	P-26	\$0	\$0	100.00%	\$0	\$0
27	375.000	Outfall Sewer Lines	\$0	P-27	\$0	\$0	100.00%	\$0	\$0
28	376.000	Other T&D Plant Equipment	\$0	P-28	\$0	\$0	100.00%	\$0	\$0
29		TOTAL TREATMENT & DISPOSAL PLANT	\$125,087		\$0	\$125,087		\$0	\$125,087
30		GENERAL PLANT							
31	391.000	Office Furniture and Equipment	\$0	P-31	\$0	\$0	100.00%	\$0	\$0
32	391.100	Office Electronic & Computer Eqmt	\$0	P-32	\$0	\$0	100.00%	\$0	\$0
33	392.000	Transportation Equipment	\$0	P-33	\$0	\$0	100.00%	\$0	\$0
34	393.000	Other General Equipment	\$0	P-34	\$0	\$0	100.00%	\$0	\$0
35		TOTAL GENERAL PLANT	\$0		\$0	\$0		\$0	\$0
36		TOTAL PLANT IN SERVICE	\$333,781		\$0	\$333,781		\$0	\$333,781

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Adjustments to Plant in Service

A	B	C	D	E	F	G
Plant Adj. Number	Plant In Service Adjustment Description	Account Number	Adjustment Amount	Total Adjustment Amount	Jurisdictional Adjustments	Total Jurisdictional Adjustments
Total Plant Adjustments				<u>\$0</u>		<u>\$0</u>

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Depreciation Expense

Line Number	A Account Number	B Plant Account Description	C MO Adjusted Jurisdictional	D Depreciation Rate	E Depreciation Expense	F Average Life	G Net Salvage
1		INTANGIBLE PLANT					
2	301.000	Organization	\$0	0.00%	\$0	0	0.00%
3	302.000	Franchises and Consents	\$0	0.00%	\$0	0	0.00%
4	303.000	Miscellaneous Intangible Plant	\$0	0.00%	\$0	0	0.00%
5		TOTAL PLANT INTANGIBLE	\$0		\$0		
6		LAND AND STRUCTURES					
7	310.000	Land and Land Rights	\$9,011	0.00%	\$0	0	0.00%
8	311.000	Structures and Improvements	\$0	0.00%	\$0	0	0.00%
9		TOTAL LAND AND STRUCTURES	\$9,011		\$0		
10		COLLECTION PLANT					
11	352.000	Collection Sewers	\$0	0.00%	\$0	0	0.00%
12	352.100	Collection Sewers-Force	\$0	0.00%	\$0	0	0.00%
13	352.200	Collection Sewers-Gravity	\$109,663	2.00%	\$2,193	0	0.00%
14	353.000	Other Collecting Plant Facilities	\$0	0.00%	\$0	0	0.00%
15	354.000	Services to Customers	\$90,020	2.00%	\$1,800	0	0.00%
16	355.000	Flow Measuring Devices	\$0	0.00%	\$0	0	0.00%
17		TOTAL COLLECTION PLANT	\$199,683		\$3,993		
18		SYSTEM PUMPING PLANT					
19	362.000	Receiving Wells and Pump Pits	\$0	0.00%	\$0	0	0.00%
20	363.000	Pumping Equipment	\$0	0.00%	\$0	0	0.00%
21		TOTAL SYSTEM PUMPING PLANT	\$0		\$0		
22		TREATMENT & DISPOSAL PLANT					
23	372.000	Oxidation Lagoon	\$0	0.00%	\$0	0	0.00%
24	373.000	Treatment & Disposal Equipment	\$125,087	5.00%	\$6,254	0	0.00%
25	373.100	STEP Equipment	\$0	0.00%	\$0	0	0.00%
26	374.000	Plant Sewers	\$0	0.00%	\$0	0	0.00%
27	375.000	Outfall Sewer Lines	\$0	0.00%	\$0	0	0.00%
28	376.000	Other T&D Plant Equipment	\$0	0.00%	\$0	0	0.00%
29		TOTAL TREATMENT & DISPOSAL PLANT	\$125,087		\$6,254		
30		GENERAL PLANT					
31	391.000	Office Furniture and Equipment	\$0	0.00%	\$0	0	0.00%
32	391.100	Office Electronic & Computer Eqmt	\$0	0.00%	\$0	0	0.00%
33	392.000	Transportation Equipment	\$0	0.00%	\$0	0	0.00%
34	393.000	Other General Equipment	\$0	0.00%	\$0	0	0.00%
35		TOTAL GENERAL PLANT	\$0		\$0		
36		Total Depreciation	\$333,781		\$10,247		

Note: Average Life and Net Salvage columns are informational and have no impact on the entered Depreciation Rate.

Holtgrewe Farms Sewer Company, LLC
 Case No. SR-2024-0344
 Test Year Ended 12/31/2024
 Updated through 3/31/24
 Accumulated Depreciation Reserve

Line Number	A Account Number	B Depreciation Reserve Description	C Total Reserve	D Adjust. Number	E Adjustments	F As Adjusted Reserve	G Jurisdictional Allocations	H Jurisdictional Adjustments	I MO Adjusted Jurisdictional
1		INTANGIBLE PLANT							
2	301.000	Organization	\$0	R-2	\$0	\$0	100.00%	\$0	\$0
3	302.000	Franchises and Consents	\$0	R-3	\$0	\$0	100.00%	\$0	\$0
4	303.000	Miscellaneous Intangible Plant	\$0	R-4	\$0	\$0	100.00%	\$0	\$0
5		TOTAL PLANT INTANGIBLE	\$0		\$0	\$0		\$0	\$0
6		LAND AND STRUCTURES							
7	310.000	Land and Land Rights	\$0	R-7	\$0	\$0	100.00%	\$0	\$0
8	311.000	Structures and Improvements	\$0	R-8	\$0	\$0	100.00%	\$0	\$0
9		TOTAL LAND AND STRUCTURES	\$0		\$0	\$0		\$0	\$0
10		COLLECTION PLANT							
11	352.000	Collection Sewers	\$0	R-11	\$0	\$0	100.00%	\$0	\$0
12	352.100	Collection Sewers-Force	\$0	R-12	\$0	\$0	100.00%	\$0	\$0
13	352.200	Collection Sewers-Gravity	\$28,288	R-13	\$0	\$28,288	100.00%	\$0	\$28,288
14	353.000	Other Collecting Plant Facilities	\$0	R-14	\$0	\$0	100.00%	\$0	\$0
15	354.000	Services to Customers	\$21,250	R-15	\$0	\$21,250	100.00%	\$0	\$21,250
16	355.000	Flow Measuring Devices	\$0	R-16	\$0	\$0	100.00%	\$0	\$0
17		TOTAL COLLECTION PLANT	\$49,538		\$0	\$49,538		\$0	\$49,538
18		SYSTEM PUMPING PLANT							
19	362.000	Receiving Wells and Pump Pits	\$0	R-19	\$0	\$0	100.00%	\$0	\$0
20	363.000	Pumping Equipment	\$0	R-20	\$0	\$0	100.00%	\$0	\$0
21		TOTAL SYSTEM PUMPING PLANT	\$0		\$0	\$0		\$0	\$0
22		TREATMENT & DISPOSAL PLANT							
23	372.000	Oxidation Lagoon	\$0	R-23	\$0	\$0	100.00%	\$0	\$0
24	373.000	Treatment & Disposal Equipment	\$85,997	R-24	\$0	\$85,997	100.00%	\$0	\$85,997
25	373.100	STEP Equipment	\$0	R-25	\$0	\$0	100.00%	\$0	\$0
26	374.000	Plant Sewers	\$0	R-26	\$0	\$0	100.00%	\$0	\$0
27	375.000	Outfall Sewer Lines	\$0	R-27	\$0	\$0	100.00%	\$0	\$0
28	376.000	Other T&D Plant Equipment	\$0	R-28	\$0	\$0	100.00%	\$0	\$0
29		TOTAL TREATMENT & DISPOSAL PLANT	\$85,997		\$0	\$85,997		\$0	\$85,997
30		GENERAL PLANT							
31	391.000	Office Furniture and Equipment	\$0	R-31	\$0	\$0	100.00%	\$0	\$0
32	391.100	Office Electronic & Computer Eqmt	\$0	R-32	\$0	\$0	100.00%	\$0	\$0
33	392.000	Transportation Equipment	\$0	R-33	\$0	\$0	100.00%	\$0	\$0
34	393.000	Other General Equipment	\$0	R-34	\$0	\$0	100.00%	\$0	\$0
35		TOTAL GENERAL PLANT	\$0		\$0	\$0		\$0	\$0
36		TOTAL DEPRECIATION RESERVE	\$135,535		\$0	\$135,535		\$0	\$135,535

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Adjustments for Depreciation Reserve

<u>A</u> Reserve Adjustment Number	<u>B</u> Accumulated Depreciation Reserve Adjustments Description	<u>C</u> Account Number	<u>D</u> Adjustment Amount	<u>E</u> Total Adjustment Amount	<u>F</u> Jurisdictional Adjustments	<u>G</u> Total Jurisdictional Adjustments
Total Reserve Adjustments				\$0		\$0

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Cash Working Capital

Line Number	A Description	B Test Year Adj. Expenses	C Revenue Lag	D Expense Lag	E Net Lag C - D	F Factor (Col E / 365)	G CWC Req B x F
1	OPERATION AND MAINT. EXPENSE						
2	Base Payroll	\$0	0.00	0.00	0.00	0.000000	\$0
3	Tax Withholding	\$0	0.00	0.00	0.00	0.000000	\$0
4	Pensions and Employee Benefits	\$0	0.00	0.00	0.00	0.000000	\$0
5	Electric	\$0	0.00	0.00	0.00	0.000000	\$0
6	Telephone	\$0	0.00	0.00	0.00	0.000000	\$0
7	Office Rents	\$0	0.00	0.00	0.00	0.000000	\$0
8	Intercompany Billing	\$0	0.00	0.00	0.00	0.000000	\$0
9	Uncollectible Accounts	\$0	0.00	0.00	0.00	0.000000	\$0
10	PSC Assessment	\$0	0.00	0.00	0.00	0.000000	\$0
11	Expense Allocations	\$0	0.00	0.00	0.00	0.000000	\$0
12	Materials and Supplies	\$0	0.00	0.00	0.00	0.000000	\$0
13	Cash Vouchers	\$17,216	0.00	0.00	0.00	0.000000	\$0
14	TOTAL OPERATION AND MAINT. EXPENSE	\$17,216					\$0
15	TAXES						
16	FICA - Employer Portion	\$0	0.00	0.00	0.00	0.000000	\$0
17	Unemployment	\$0	0.00	0.00	0.00	0.000000	\$0
18	Property Tax	\$0	0.00	0.00	0.00	0.000000	\$0
19	Gross Receipts Tax	\$0	0.00	0.00	0.00	0.000000	\$0
20	Corporate Franchise	\$0	0.00	0.00	0.00	0.000000	\$0
21	Sales Tax	\$0	0.00	0.00	0.00	0.000000	\$0
22	TOTAL TAXES	\$0					\$0
23	CWC REQ'D BEFORE RATE BASE OFFSETS						\$0
24	TAX OFFSET FROM RATE BASE						
25	Federal Tax Offset	\$1,013	0.00	0.00	0.00	0.000000	\$0
26	State Tax Offset	\$180	0.00	0.00	0.00	0.000000	\$0
27	City Tax Offset	\$0	0.00	0.00	0.00	0.000000	\$0
28	Interest Expense Offset	\$1,151	0.00	0.00	0.00	0.000000	\$0
29	TOTAL OFFSET FROM RATE BASE	\$2,344					\$0
30	TOTAL CASH WORKING CAPITAL REQUIRED						\$0

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Income Statement

Line Number	A Category Description	B Total Test Year	C Test Year Labor	D Test Year Non Labor	E Adjustments	F Total Company Adjusted	G Jurisdictional Adjustments	H MO Final Adj Jurisdictional	I MO Juris. Labor	J MO Juris. Non Labor
1	TOTAL OPERATING REVENUES	\$21,195	See Note (1)	See Note (1)	See Note (1)	\$21,195	\$0	\$21,195	See Note (1)	See Note (1)
2	TOTAL COLLECTION OPERATIONS EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	TOTAL COLLECTION MAINT. EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	TOTAL PUMPING OPERATIONS EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	TOTAL PUMPING MAINTENANCE EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	TOTAL TREAT. & DISP. OPER. EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	TOTAL TREAT. & DISP. MAINT. EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	TOTAL OPERATION EXPENSE	\$2,078	\$2,078	\$0	\$1,449	\$3,527	\$0	\$3,527	\$3,527	\$0
9	TOTAL MAINTENANCE EXPENSE	\$0	\$0	\$0	\$1,647	\$1,647	\$0	\$1,647	\$1,647	\$0
10	TOTAL CUSTOMER ACCOUNTS EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	TOTAL ADMIN. & GENERAL EXPENSES	\$2,359	\$2,359	\$0	\$9,683	\$12,042	\$0	\$12,042	\$12,042	\$0
12	TOTAL DEPRECIATION EXPENSE	\$0	See Note (1)	See Note (1)	See Note (1)	\$0	\$10,247	\$10,247	See Note (1)	See Note (1)
13	TOTAL AMORTIZATION EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	TOTAL OTHER OPERATING EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	TOTAL OPERATING EXPENSE	\$4,437	\$4,437	\$0	\$12,779	\$17,216	\$10,247	\$27,463	\$17,216	\$0
16	NET INCOME BEFORE TAXES	\$16,758	\$0	\$0	\$0	\$3,979	-\$10,247	-\$6,268	\$0	\$0
17	TOTAL INCOME TAXES	\$0	See Note (1)	See Note (1)	See Note (1)	\$0	-\$1,769	-\$1,769	See Note (1)	See Note (1)
18	TOTAL DEFERRED INCOME TAXES	\$0	See Note (1)	See Note (1)	See Note (1)	\$0	\$0	\$0	See Note (1)	See Note (1)
19	NET OPERATING INCOME	\$16,758	\$0	\$0	\$0	\$3,979	-\$8,478	-\$4,499	\$0	\$0

(1) Labor and Non Labor Detail not applicable to Revenue & Taxes

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Adjustments to Income Statement Detail

A Income Adj. Number	B Income Adjustment Description	C Account Number	D Company Adjustment Labor	E Company Adjustment Non Labor	F Company Adjustments Total	G Jurisdictional Adjustment Labor	H Jurisdictional Adjustment Non Labor	I Jurisdictional Adjustments Total
E-15	Other Labor Expense	701.000	\$1,500	\$0	\$1,500	\$0	\$0	\$0
	To include mowing expense		\$1,500	\$0		\$0	\$0	
E-17	Fuel and Purchased Power	703.000	-\$51	\$0	-\$51	\$0	\$0	\$0
	1. Adjustment to include electric expense		-\$51	\$0		\$0	\$0	
E-22	Outside Services	710.000	\$175	\$0	\$175	\$0	\$0	\$0
	To include accounting expense		\$175	\$0		\$0	\$0	
E-24	Maintenance of Collection Sewer System	712.000	\$1,472	\$0	\$1,472	\$0	\$0	\$0
	To include maint and repairs		\$1,472	\$0		\$0	\$0	
E-39	Administrative and General Salaries	920.000	\$9,576	\$0	\$9,576	\$0	\$0	\$0
	To include wages		\$9,576	\$0		\$0	\$0	
E-41	Office Supplies and Other Expenses	921.000	\$21	\$0	\$21	\$0	\$0	\$0
	1. To adjust office supplies		\$21	\$0		\$0	\$0	
E-43	Insurance Expense	924.000	\$81	\$0	\$81	\$0	\$0	\$0
	To adjust insurance expense		\$81	\$0		\$0	\$0	
E-45	Regulatory Expense	928.000	\$5	\$0	\$5	\$0	\$0	\$0
	To include regulatory expense		\$5	\$0		\$0	\$0	
E-52	Depreciation Expense, Dep. Exp.	403.000	\$0	\$0	\$0	\$0	\$10,247	\$10,247
	1. To Annualize Depreciation Expense		\$0	\$0		\$0	\$10,247	
	2. No Adjustment		\$0	\$0		\$0	\$0	
E-67	Current Income Taxes		\$0	\$0	\$0	\$0	-\$1,769	-\$1,769
	1. To Annualize Current Income Taxes		\$0	\$0		\$0	-\$1,769	
	No Adjustment		\$0	\$0		\$0	\$0	
Total Operating Revenues			\$0	\$0	\$0	\$0	\$0	\$0
Total Operating & Maint. Expense			\$12,779	\$0	\$12,779	\$0	\$8,478	\$8,478

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Income Tax Calculation

Line Number	A Description	B Percentage Rate	C Test Year	D 6.47% Return	E 6.47% Return	F 6.47% Return
1	TOTAL NET INCOME BEFORE TAXES		-\$6,268	\$6,156	\$6,156	\$6,156
2	ADD TO NET INCOME BEFORE TAXES					
3	Book Depreciation Expense		\$10,247	\$10,247	\$10,247	\$10,247
4	TOTAL ADD TO NET INCOME BEFORE TAXES		\$10,247	\$10,247	\$10,247	\$10,247
5	SUBT. FROM NET INC. BEFORE TAXES					
6	Interest Expense calculated at the Rate of	1.5000%	\$1,151	\$1,151	\$1,151	\$1,151
7	Tax Straight-Line Depreciation		\$10,247	\$10,247	\$10,247	\$10,247
8	TOTAL SUBT. FROM NET INC. BEFORE TAXES		\$11,398	\$11,398	\$11,398	\$11,398
9	NET TAXABLE INCOME		-\$7,419	\$5,005	\$5,005	\$5,005
10	PROVISION FOR FED. INCOME TAX					
11	Net Taxable Inc. - Fed. Inc. Tax		-\$7,419	\$5,005	\$5,005	\$5,005
12	Deduct Missouri Income Tax at the Rate of	100.000%	-\$267	\$180	\$180	\$180
13	Deduct City Inc Tax - Fed. Inc. Tax		\$0	\$0	\$0	\$0
14	Federal Taxable Income - Fed. Inc. Tax		-\$7,152	\$4,825	\$4,825	\$4,825
15	Federal Income Tax at the Rate of	21.000%	-\$1,502	\$1,013	\$1,013	\$1,013
16	Subtract Federal Income Tax Credits					
17	Net Federal Income Tax		-\$1,502	\$1,013	\$1,013	\$1,013
18	PROVISION FOR MO. INCOME TAX					
19	Net Taxable Income - MO. Inc. Tax		-\$7,419	\$5,005	\$5,005	\$5,005
20	Deduct Federal Income Tax at the Rate of	50.000%	-\$751	\$507	\$507	\$507
21	Deduct City Income Tax - MO. Inc. Tax		\$0	\$0	\$0	\$0
22	Missouri Taxable Income - MO. Inc. Tax		-\$6,668	\$4,498	\$4,498	\$4,498
23	Subtract Missouri Income Tax Credits					
24	Missouri Income Tax at the Rate of	4.000%	-\$267	\$180	\$180	\$180
25	PROVISION FOR CITY INCOME TAX					
26	Net Taxable Income - City Inc. Tax		-\$7,419	\$5,005	\$5,005	\$5,005
27	Deduct Federal Income Tax - City Inc. Tax		-\$1,502	\$1,013	\$1,013	\$1,013
28	Deduct Missouri Income Tax - City Inc. Tax		-\$267	\$180	\$180	\$180
29	City Taxable Income		-\$5,650	\$3,812	\$3,812	\$3,812
30	Subtract City Income Tax Credits					
31	City Income Tax at the Rate of	0.000%	\$0	\$0	\$0	\$0
32	SUMMARY OF CURRENT INCOME TAX					
33	Federal Income Tax		-\$1,502	\$1,013	\$1,013	\$1,013
34	State Income Tax		-\$267	\$180	\$180	\$180
35	City Income Tax		\$0	\$0	\$0	\$0
36	TOTAL SUMMARY OF CURRENT INCOME TAX		-\$1,769	\$1,193	\$1,193	\$1,193
37	DEFERRED INCOME TAXES					
38	Deferred Income Taxes - Def. Inc. Tax.		\$0	\$0	\$0	\$0
39	Amortization of Deferred ITC		\$0	\$0	\$0	\$0
40	TOTAL DEFERRED INCOME TAXES		\$0	\$0	\$0	\$0
41	TOTAL INCOME TAX		-\$1,769	\$1,193	\$1,193	\$1,193

Holtgrewe Farms Sewer Company, LLC
 Case No. SR-2024-0344
 Test Year Ended 12/31/2024
 Updated through 3/31/24
 Capital Structure Schedule

Line Number	A Description	B Dollar Amount	C Percentage of Total Capital Structure	D Embedded Cost of Capital	E Weighted Cost of Capital 9.94%	F Weighted Cost of Capital 9.94%	G Weighted Cost of Capital 9.94%
1	Common Stock	\$38,353	50.00%		4.970%	4.970%	4.970%
2	Other Security Tax Deductible	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
3	Preferred Stock	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
4	Long Term Debt	\$38,353	50.00%	3.00%	1.500%	1.500%	1.500%
5	Short Term Debt	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
6	Other Security-Non Tax Deductible	\$0	0.00%	0.00%	0.000%	0.000%	0.000%
7	TOTAL CAPITALIZATION	\$76,706	100.00%		6.470%	6.470%	6.470%
8	PreTax Cost of Capital				8.025%	8.025%	8.025%

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
Executive Case Summary

Line Number	<u>A</u> Description	<u>B</u> Amount
1	Annualized Missouri Retail Revenues	\$21,195
2	Annualized Customer Numbers	45
3	Annualized Customer Usage	0
4	Profit (Return on Equity)	\$3,812
5	Interest Expense	\$1,151
6	Annualized Payroll	\$17,216
7	Utility Employees	0
8	Depreciation	\$10,247
9	Net Investment Plant	\$198,246
10	Pensions	\$0

Disposition Agreement Attachment D

Rate Base

Holtgrewe Farms Sewer Company, LLC
Case No. SR-2024-0344
Test Year Ended 12/31/2024
Updated through 3/31/24
RATE BASE SCHEDULE

Line Number	A Rate Base Description	B Percentage Rate	C Dollar Amount
1	Plant In Service		\$333,781
2	Less Accumulated Depreciation Reserve		\$135,535
3	Net Plant In Service		\$198,246
4	ADD TO NET PLANT IN SERVICE		
5	Cash Working Capital		\$0
6	Contributions in Aid of Construction Amortization		\$78,142
7	Materials & Supplies		\$0
8	Prepayments		\$0
9	Meter Rerouting Project		\$0
10	TOTAL ADD TO NET PLANT IN SERVICE		\$78,142
11	SUBTRACT FROM NET PLANT		
12	Federal Tax Offset	0.0000%	\$0
13	State Tax Offset	0.0000%	\$0
14	City Tax Offset	0.0000%	\$0
15	Interest Expense Offset	0.0000%	\$0
16	Contributions in Aid of Construction		\$199,683
17	Customer Advances		\$0
18	Customer Deposits		\$0
19	Deferred Income Taxes		\$0
20	Accrued Pension Liability		\$0
21	TOTAL SUBTRACT FROM NET PLANT		\$199,683
22	Total Rate Base		\$76,705

Disposition Agreement Attachment E
Schedule of Depreciation Rates

Holtgrewe Farms Sewer Company, LLC

SCHEDULE of DEPRECIATION RATES

(SEWER Class D)

SR-2024-0344

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DEPRECIATION RATE	AVERAGE SERVICE LIFE (YEARS)	NET SALVAGE
	Land and Structures			
311	Structures & Improvements	3.0%	33	0%
	Collection Plant			
352.2	Collection Sewers (Gravity)	2.0%	50	0%
354	Services	2.0%	50	0%
355	Flow Measurement Devices	3.3%	30	0%
	Pumping Plant			
	Treatment and Disposal			
373	Treatment & Disposal Facilities	5.0%	20	0%
	General Plant			
391	Office Furniture & Equipment	5.0%	20	0%
391.1	Office Electronic & Computer Equip.	20.0%	5	0%
392	Transportation Equipment	13.0%	7	9%
393	Other General Equipment (tools, shop equip., backhoes, trenchers, etc.)	6.7%	13	13%

Disposition Agreement Attachment F
Rate Design Worksheet

Holtgrewe Farms Sewer Company LLC

Development of Tariffed Rates-Sewer

Revenues Generated by Current Tariffed Rates	\$	21,195
Agreed-Upon Overall Revenue Increase	\$	12,424
Percentage Increase Needed		58.618%

Metered Customer Rates

	Current	Proposed
	Monthly Service	Monthly Service
	Charge	Charge
Residential	\$ 39.25	\$ 62.26

Disposition Agreement Attachment G
Billing Comparison Worksheet

Holtgrewe Farms Sewer Company LLC

Residential Customer Bill Comparison-Sewer

Customer	Current Monthly Flat Rate	Proposed Monthly Customer Charge
Residential	\$ 39.25	\$ 62.26

Disposition Agreement Attachment H

Example Tariff

Name of Utility: Holtgrewe Farms Sewer Company, LLC

Service Area: Franklin County, MO

Rules Governing Rendering of
Sewer Service

INDEX

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- 1 Index
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- 4 Schedule of Rates
- 5 Schedule of Service Charges

<u>Sheet</u> <u>Number</u>	<u>Rule</u> <u>Number</u>	<u>Rule</u> <u>Subject</u>
6	1	Definitions
11	2	General Matters
12	3	Limited Authority of Company Employees
13.....	4	Applications for Sewer Service
15	5	Inside Piping and Customer Service Sewer
19	6	Improper or Excessive Use
22	7	Discontinuance of Service
28.	8	Termination of Service
29	9	Interruptions in Service
30	10	Bills for Service
34	11	Extension of Collecting Sewers

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DATE OF ISSUE November 25, 2024
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ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

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Service Area: Franklin County, MO

Rules Governing Rendering of
Sewer Service

Map of Service Area



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Rules Governing Rendering of
Sewer Service

Legal Description of Service Area

A tract of land being part of the Southeast Quarter of the Southeast Quarter of Section 20, and part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 44 North, Range 1 West, Franklin County, Missouri and described as follows: Commencing at a found pipe set for the common corner to Sections 20, 21, 28 & 29; thence with the South line of the Southeast Quarter of the Southeast Quarter of Section 20 South 89° 43' 56" West a distance of 331 .78 feet to the point of beginning of the tract herein described; thence continuing with said South line South 89° 43' 56" West a distance of 1107 .90 feet to a found iron pipe set for the Southwest corner of said Quarter-Quarter; thence with the West line of said Quarter-Quarter North 02° 04' 22" East a distance of 1012.19 feet to a set Iron rod; thence departing said Quarter-Quarter line South 89° 34' 27" East a distance of 808.89 feet to a found iron pipe set for the Southeast corner of a tract now or formerly owned by Revis as recorded in Book 1288, Page 240; thence with Revis' East line North 00° 24' 03" East a distance of 383.31 feet to the South line of Holtgrewe Road (15' perpendicular distance from road centerline); thence with said South line South 89° 44' 03" East a distance of 808.71 feet to the West line of a tract now or formerly owned by Alfermann as recorded in Book 258, Page 506; thence with Alfermann's West and South lines South 00° 1' 0' 54" West 382.35 feet to a found iron rod and South 89° 21' 14" East 45.41 feet to a found iron rod at the intersection of Alfermann's South line and the West line of a 20' roadway as depicted in Surveyor's Record Book 12, Page 36; thence with the West line of said roadway South 16° 54' 34" West 291.98 feet to a set iron rod; South 41° 32' 14" West 73.26 feet to a found iron pipe and South 58° 20' 27" West 313.43 feet to a found iron bar at the intersection of said West roadway line and the North line of a tract now or formerly owned by Drees as recorded in Book 1437, Page 172; thence departing the West line of said roadway and with Drees' North and West lines South 89° 59' 25" West 186.23 feet to a set iron rod and South 00° 45' 50" West 498.33 feet to the point of beginning as per Survey dated July 11, 2005 by Buescher Ditch & Assoc., Inc.

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Rules Governing Rendering of
Sewer Service

Schedule of Rates

Application – These monthly sewer service charges will be in effect for customers connected to Holtgrewe Farms Sewer Company, LLC. treatment plant in its authorized service area.

Residential Rate:
Monthly Service Charge \$62.26 per month +

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

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Rules Governing Rendering of Sewer Service	
<u>Schedule of Service Charges</u>	
Contribution-in-aid-of-Construction (CIAC) - shall apply for new connections. (See Rule 11 if a sewer extension is required)	
Contribution in Aid of Construction (CIAC) Rate	\$1,600
Discontinuance of Service	
Turn-off or turn-on water (Applies to existing customers for discontinuance or reinstatement of sewer service by Company for non-payment of sewer bill discontinuance of water service)	\$25 for each activity
Discontinuance of Service (Applies to physical disconnection of Customer's Service Sewer Pipe)	Actual cost not to exceed \$400
Late Fee -	\$5 or 3%, whichever is higher
Credit/Debit Card Processing Fee	Up to 4% as charged by third party vendor
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Rules Governing Rendering of
Sewer Service

Rule 1 – Definitions

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities; two or more such entities may make one application for a sewer extension, and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- B. "B.O.D" denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- C. "C.O.D" denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.
- D. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service tees, wyes and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connected to the pipeline, and is sometimes referred to generically as a COLLECTING SEWER.

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Rules Governing Rendering of
Sewer Service

- E. The "COMPANY" is TBJ Sewer Systems, Inc., acting through its officers, managers, or other duly authorized employees or agents.
- F. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- G. The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates, or may be the date of commencement of construction of the building upon the property.
- H. 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.
- I. "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or turn-off of water service by the water utility at the request of the Company.
- J. "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 6 - Improper or Excessive Use.

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Rules Governing Rendering of
Sewer Service

- K. A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.
- L. "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- M. A "PUMP UNIT" is a self contained facility consisting generally of a tank and an electric pump and may include liquid level controls, an alarm, and check valves; the Pump Unit may either separate solid from liquid waste retaining the solid waste in the tank and pumping the liquid waste under pressure to collecting sewer pipelines (septic tank effluent pump or STEP), or may pump waste water including solids to a collecting sewer or a pressure collecting sewer (grinder pump). The PUMP UNIT is installed, owned and maintained by the Customer.
- N. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- O. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.
- P. 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.

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Rules Governing Rendering of
Sewer Service

- Q. A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a tee branch or wye branch, or the bell of a saddle placed on the barrel of the collecting sewer.
- R. A "SERVICE SEWER" or "CUSTOMER'S SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the collecting sewer, excluding service tees, wyes or saddles. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer.
- S. 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 re-subdivision thereof.
- T. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.
- U. "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the Customer. Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the Company, and may include physical disconnection of the service sewer, termination or disconnection of water service by the water utility, or the Company's observation of non-occupancy of the unit served.

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Rules Governing Rendering of
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V. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, 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.

W. A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline, and to which the Customer's service sewer is connected.

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Rules Governing Rendering of
Sewer Service

Rule 2 - General Matters

- A. Every applicant, upon signing an application for sewer service or any Customer accepting service rendered by the Company, 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 the numbered sheets of this tariff. The rates applicable to appropriate class of service in particular service areas are set forth in rate schedules and constitute a part of this tariff.
- C. The Company reserves the right, subject to approval from 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 or proper.
- D. After the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these Rules and Regulations, 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 conform with these Rules and Regulations may remain, if said facilities do not cause any service problems or improper use, and reconstruction is impractical.
- E. The point of sewer service provided by the Company shall be at the service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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Rules Governing Rendering of
Sewer Service

Rule 3 – Limited Authority Of Company Employees

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service 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 letter or intent of these Rules and Regulations.
- C. The Company shall not be responsible for damages due to any failure to remove waste water from the premises, or for interruption if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages because of any interruption of sewer service, or for damages caused by defective piping, fittings, fixtures or appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to damages from Acts of God, civil disturbances, war, government actions, and other uncontrollable occurrences.

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Rules Governing Rendering of
Sewer Service

Rule 4 – Applications For Sewer Service

- A. A written application for service, signed by the Customer, and accompanied by the appropriate fees as provided in the Schedule of Rates, the Schedule of Service Charges, Rule 11 - Extension of Collecting Sewers, and other information required by these Rules, must be received from each Customer. Said application must be filed in writing three (3) business days in advance stating the street, house number, name of the applicant, name of the property owner, and the time, at which connection is to be made.
- B. The Company shall have the right to refuse service for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for sewer service at any location within the Company's service area.
- C. In any case where a collecting sewer extension or unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for service specifying a reasonable period of time for the Company to provide the service.
- D. If the Customer is a tenant, the Company shall notify the owner of the property or owner's property manager or other agent, if known to the Company, that such owner or property manager may be responsible for payment of the sewer service bill associated with the application.
- E. A prospective Commercial or Industrial Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available. If a sewer extension as provided for in Rule 11 - Extension of Collecting Sewers will be necessary, or if the Customer will be required to own, operate, and maintain a pretreatment facility, the Customer will also be so advised.

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Rules Governing Rendering of
Sewer Service

- F. When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible by the Company, so that there will be a basis for sewer charges. The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.
- G. The Company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other future purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.
- H. A new service connection shall be authorized when all conditions in the above paragraphs, and Rule 5 – Inside Piping and Customer Service Sewer, regarding application, construction and inspection provisions, are met.
- I. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.

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Rules Governing Rendering of
Sewer Service

Rule 5 – Inside Piping And Customer Service Sewer

- A. The Customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer, with the approval of the Company. The Customer shall notify the Company prior to cleaning or repairing the service sewer.
- B. When a service sewer is to be connected to the collecting sewer, the plumber shall advise the Company twenty-four (24) hours in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. No backfill shall be placed until the work has been inspected by the Company. In the event the Customer or the Customer's agent shall damage a tee branch, wye branch or saddle, or cause damage to the collecting sewer, then the Customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary.
- C. Plumbing specifications of all governmental agencies having jurisdiction, and these Rules and Regulations, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.
- D. A separate and independent service sewer shall generally be required for every building. Exceptions are:
1. When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer.
 2. When two or more buildings are a part of a complex that cannot be subdivided.

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- E. The gravity service sewer shall be constructed using ductile iron pipe, polyvinyl chloride pipe (PVC), ASTM specification or equal; or other suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.
- F. The size and slope of the gravity service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch gravity sewer pipe shall not be less than one-eighth (1/8) inch per foot.
- G. Whenever possible, the service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall except where the service sewer enters the building area. The depth shall be sufficient to afford protection from frost. The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.
- H. Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.
- I. In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used.

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- J. All excavations required for the installation of a service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes.
- K. The connection of the service sewer to the collecting sewer shall be made at the tee branch or wye branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve inch (12") diameter or less and there is no properly located tee branch or wye branch at a suitable location, such a branch shall be furnished and installed by the Customer at a location specified by the Company and by an installation method approved by the Company. If the collecting sewer is greater than twelve inches (12") in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle shall be furnished installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The wye branch, tee branch, or saddle shall become a part of the Company's collecting sewer and owned by the Company after installation.
- L. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.
- M. Company personnel may not work on piping or facilities not owned by the Company, unless authorized by the Customer. Except, the Company will work on Customer-owned Pump Units as provided for within these Rules and Regulations.
- N. The Company shall have the right to enter the Customer's premises, after reasonable notice, 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.

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- O. Customer Service Sewers may not be extended along public streets or roadways or through property of others in connecting with the Company's collecting sewers. The service sewer may, however, extend through the collecting sewer easement and roadway easement as necessary in order to be connected to a collecting sewer located across and adjacent to a street in front of the Customer's living unit. The service sewer must be laid in a straight line and at right angles to the collecting sewer 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.

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Rule 6 – Improper Waste or Excessive Use

- A. In the event that the Customer to be served proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require:
1. The Customer to install a pretreatment facility, grease trap or other device on the premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company.
 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge, that could require an enlargement of the Company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, in a form approved by the Missouri Public Service Commission with a rate applicable to the Customer to be included within this Schedule of Rates, Rules, and Regulations, that is fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
- B. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers.
- C. The Customer shall not tamper with, by-pass, remove, or willfully damage a water meter that is used for calculation of sewer bills, or allow any such action.
- D. The Customer shall not attempt to discharge sewage either by an unauthorized service connection or direct unauthorized connection to a service sewer.
- E. Customers will not be permitted to allow discharge in any way from premises other

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than the service address, nor to permit the use of their drains or connections to the service sewer for waste discharge by others, without permission from the Company.

F. Except as may be provided in paragraph A.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:

1. Maximum temperature of 150 degrees Fahrenheit.
2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.).
3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
6. No garbage that has not been properly shredded.
7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.
8. No waste-water having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.

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9. No waste-water containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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Rule 7 – Discontinuance of Service

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. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement.
7. Refusal after reasonable notice 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
8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, for unauthorized resale of sewer service, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's sewer system; or
9. 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

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Customer's sewer service in lieu of notification required by these Rules and Regulations.

- B. Discontinuance of service may be accomplished by, but not limited to, physical disconnection or turn-off of the Customer's service sewer from the Company's collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished by physical disconnection or turn-off, or discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:
1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
 2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.
- C. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.
- D. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.
- E. None of the following shall constitute sufficient cause for the Company to discontinue service.

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1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or
2. The failure of the Customer to pay for service received at a separate point of service, residence, or location. In the event of discontinuance or termination of service at a separate residential point of service, residence, or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) service connection at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or
6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.

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F. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested, with a copy of the notice sent to the Public Service Commission and a copy to the property owner if different than the Customer and if known by the Company. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Missouri Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service.

G. A discontinuance notice provided to a customer shall include:

1. The name and address of the Customer, the service address if different than the Customer's address; and
2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
3. How the customer may avoid the discontinuance; and
4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and

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5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.
- H. 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).
- I. 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.
- J. 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. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- K. The provisions of paragraphs I. and K., above, may be waived if safety of Company personnel while at the premises is a consideration.

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- L. 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.
- M. 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.
- N. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- O. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- P. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rule 8 – Termination of Service

- A. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by turnoff of water service to that unit. The method used for termination of service shall be determined by the Company.
- B. A Customer may request temporary turn-off of water service or sewer service 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. A Customer who requests termination of sewer service, but returns to the premises and requests sewer 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 limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system.
- B. Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is practicable to do so. Every effort will be made to minimize limitation of service.
- C. No refunds of charges for sewer service will be made for limitations 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 sewage discharge in a reasonable and non-discriminatory manner.

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Rule 10 – Bills for Service

- A. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- B. A Customer who has made application for, or who is or has been taking sewer service at one or more units connected to the collecting sewer, shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- C. Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- D. Payments shall be made at the office of the Company or at a convenient location designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- 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. Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the Customer at such separate locations.
- G. The Company shall have the right to render bills monthly in advance, or on a monthly basis in arrears when the sewer charges are based on water usage. Bills shall have the due date indicated on the bill. Bills will be rendered net, bearing

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the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of 21 days after rendition of the bill. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 8. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. 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 for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used.
- I. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum. The owner of the property served will be held responsible for ultimate payment of a bill. If the customer is a tenant of rental property, copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property if the owner is known to the Company.
- J. Unless sewer charges are billed in advance, the Company may require a security deposit or other guarantee as a condition of new service if the Customer:
 - 1. Has a past-due bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service; or,
 - 2. Has, in an unauthorized manner, within the last five (5) years prior to applying for service, interfered with or diverted the service of a utility in the provision of the same type of service; or,

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3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.

K. Unless sewer charges are billed in advance, the Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued or re-establishing service if 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 Customer has interfered with, diverted or, in an unauthorized manner, used utility service delivered to the customer's premises; 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. Prior to requiring a customer to post a deposit under this subsection, the utility shall send the customer a written notice explaining the utility's right to require a deposit or include such explanation with each written discontinuance notice.

L. 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.

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- M. 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.
- N. 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.
- O. 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.
- P. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 20 CSR 4240-13.

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Sewer Service

Rule 11 – Extension Of Collecting Sewers

- A. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost, if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the Company. The applicant may choose to have the Company perform all work under the terms and conditions of Paragraph C, following, or have a private contractor perform the work under the terms and conditions of Paragraph D, following. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.
- B. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company. If the Company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the Company.
- C. The Company will extend collecting sewers for the applicant under the following terms and conditions:
1. Upon receipt of written application for service as provided in Rule 4, Applications for Service, the Company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, and the direct costs associated with supervision, engineering, permits, and bookkeeping.
 2. The applicant 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 C (1) above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

Name of Utility: Holtgrewe Farms Sewer Company, LLC

Service Area: Franklin County, MO

Rules Governing Rendering of
Sewer Service

3. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.
- D. When the applicant elects to construct an extension, the Company will connect said extension to its existing collecting sewers under the following terms and conditions:
1. Applicant shall enter into a contract with the Company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company the estimated reasonable cost of the Company's inspection.
 2. The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
 3. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.
 4. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).
- E. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:

- * Indicates new rate or text
- + Indicates change

DATE OF ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

Name of Utility: Holtgrewe Farms Sewer Company, LLC

Service Area: Franklin County, MO

Rules Governing Rendering of
Sewer Service

1. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.
2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.

F. Refunds of contributions shall be made to the original applicant as follows:

1. Should the actual cost of an extension constructed by the Company under Paragraph C, or actual costs for inspection by the Company under Paragraph D, above, be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.
2. During the first ten years after the extension is completed, the Company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with Paragraph E above.
3. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.
4. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity.

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

Name of Utility: Holtgrewe Farms Sewer Company, LLC

Service Area: Franklin County, MO

Rules Governing Rendering of
Sewer Service

- G. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
- H. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE November 25, 2024
Month Day Year

DATE EFFECTIVE January 9, 2025
Month Day Year

ISSUED BY Anthony Bequette Managing Member
name of officer title

109 N. Oak Union, MO 63089
address

Disposition Agreement Attachment I
CXD Report

CUSTOMER EXPERIENCE DEPARTMENT

The role of the Customer Experience Department (“CXD”) is to investigate and make recommendations to the Commission on issues related to the customer experience, including promoting and encouraging efficient and effective utility management and customer service. These objectives contribute to the Commission’s overall mission to ensure that Missourians receive safe and reliable utility service at just and reasonable rates.

The objectives of this review are to document and analyze the management control processes, procedures, and practices used by Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC (Collectively referred to as “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 will focus on the processes, procedures and practices related to:

1. Application for Service
2. Customer Billing
3. Payment Remittance
4. Credit and Collections
5. Complaints and Inquiries
6. Customer Rights and Responsibility Brochure
7. Disconnect Notice

The CXD Staff reviewed the Company’s tariffs, Commission complaint and inquiry records, and other documentation related to the Company’s customer service and business operation. Staff met with Mr. Anthony Bequette, owner of the water and sewer companies, on July 3, 2024 at the Company office in Union, Missouri and obtained information on behalf of CXD Staff. A virtual local public hearing was held on July 23, 2024, and was attended by CXD Staff.

Overview

The Company provides water and sewer services to customers outside of Washington, Missouri in Franklin County. The Missouri Public Service Commission granted the certificates of public convenience and necessity (“CCN”) in October 2010. The business office is located at 109 North Oak Street, Union, Missouri 63084. The hours of operation are Monday through Friday, 7:00 am – 3:00 pm. The Company serves approximately 45 customers. Mr. Anthony Bequette states he is available 24/7 at (636)583-4311. He is the only employee of the Company but has contract employees.

Application for Service

New utility customers requesting service are required to complete a written application. There is not a connection fee for new service. Mr. Bequette stated that customer records are kept for one (1) year. Staff discussed the importance and the Chapter 13 requirement of maintaining those records for at least two (2) years.

Customer Billing

Staff requested and received a number of sample bills from Mr. Bequette. Customers are billed on a monthly basis. The bills are calculated and prepared by Mr. Bequette using QuickBooks. Meters are read the first day of the month by Mr. Bequette or one of his contract employees. It takes approximately nine (9) hours for the Company to prepare the customer bills. Mr. Bequette e-mails the invoices and also sends a copy of the statement via US mail. Customers are expected to make payment upon receipt of their bill. It states on the customer's bill that the balance is due on receipt but does not state an actual due date nor does it state when the amount will be considered delinquent. There is a date on the invoice but the customer's bill does not include the date the meter was read. The previous balance is not stated separately on the bill. Water customers are charged a minimum customer charge of \$15.10 per month and \$4.66 per 1,000 gallons. Sewer customers are charged a flat rate of \$39.25 per month. These rates were set by the Commission in 2010. Commission rule 20 CSR 4240-13.020 (9) contains the requirements that every billing statement must include.

Payment Remittance

Customers can pay by cash, check, or credit card (over the phone). Payments are mailed to the business office, 109 N. Oak Street, Union, Missouri, 63084. There is also a mail slot for after-hours payments at the business office. Credit card payments may be made over the phone.

Credit and Collections

The Company does not charge its customers a security deposit to establish water or sewer services. Mr. Bequette stated that he does not have a lot of issues with late pay customers. Past due fees are not assessed to customers. If a customer hasn't paid in the month billed, the customer may be subject to disconnection. It is not clear to CXD Staff the amount of time between when the bills are prepared and sent to customers. It is also not clear how long they have to make payment. Mr. Bequette does not keep a record of late payments or past due accounts although it is likely there is some type of query that can be obtained in QuickBooks. Commission rule 20 CSR 4240-13.020 (7) requires utilities to allow at least twenty-one (21) days from rendition of the bill (for monthly billed customers) to make payment. In addition, 20 CSR 4240-13.040 (5) requires utilities to maintain specific information on its customers for at least two (2) years.

Complaints and Inquiries

Customers can reach Mr. Bequette 24/7 with any complaints or inquires at (636)583-4311. Mr. Bequette states he does not document complaints or inquires. There is one documented informal complaint with the Commission that involved receiving billing statements. The complaint was

filed in 2023 and has been resolved. Mr. Bequette stated if a customer has an issue they call him and he has it checked out. Staff provided a Customer Complaint and Inquiry log for Mr. Bequette to begin using immediately which was given to him on July 23, 2024. Commission rule 20 CSR 4240-13.040 (5) requires utilities to maintain specific information on its customers for at least two (2) years.

Customer Rights and Responsibility Brochure

Mr. Bequette does not have a Customer Brochure. An example brochure was provided on July 23, 2024, after the Local Public Hearing. He was advised he needed to develop and implement a company brochure according to the requirements of 20 CSR 4240-13.040 (3).

Disconnect Notice

The Company provided an example of a 10-day disconnection notice as well as a 96-hour notice that will be hung on the door if payment does not occur before the next meter reading. According to the Company, there have not been any disconnections to date. It appears to CXD Staff that disconnection notices would be sent after non-payment the following month if no payment had been made. This would allow at least twenty-one (21) days as required by 20 CSR 4240-13.020 (7) to be in compliance to start the disconnection process. Staff provided a copy of Chapter 13 and highlighted the requirements for discontinuance of service, 20 CSR 4240-13.050 (6) also requires a record of the date of mailing or delivery of the notices. The information must be maintained for at least two (2) years.

Preliminary Findings, Conclusions and Recommendations

After review the following is a summary of the preliminary findings, conclusions and recommendations pertaining to the Company. Areas of concern are addressed below which will need the Company's attention:

1. Application for Service
2. Customer Billing
3. Complaints and Inquiries
4. Customer Rights and Responsibility Brochure
5. Disconnect Notice

Application for Service

Although new water and sewer customers requesting service are required to complete a written application, Mr. Bequette only maintains that information for one (1) year. Commission rule 20 CSR 4240-13.040(5) states clearly that "a utility shall maintain records on its customers for at least two (2) years which contain all information concerning . . ." payments, complaints, disconnects, reconnects, etc.

Customer Billing

The monthly billing statement is easy to read and locate information on the bill. However, the monthly billing statements received by the customers does not indicate a billing period for which the bill is issued for or the date of the meter readings. There is not a due date or a delinquent date on the bill. Indicating a due date on the bill lets customers know the exact date the payment is due to the company and when the payment is considered delinquent. Commission rule 20 CSR 4240-13.020 (9) clearly states that “Every bill for residential utility service shall clearly state (A) The beginning and ending meter readings of the billing period and the dates of these readings; (B) The date when the bill will be considered due and the date when it will be delinquent, if different; (C) Any previous balance which states the balance due for utility charges separately from charges for services not subject to commission jurisdiction;”

Customer Complaint Log

The Company does not keep a record of the customer inquiries and complaints it receives. It is important that the Company maintain records of the number and the types of complaints it receives. Commission rule 20 CSR 4240-13.040 (5) states “A utility shall maintain records on its customers for at least two (2) years which contains all the information concerning...(B) The number and general descriptions of complaints registered with the utility;...” The Company would benefit from a log of their customer contacts and the log would enable them to meet the Commission rule requirement as well as provide a history of the types of complaints and issues they receive and how these issues get resolved. A Customer Complaint Log was provided by Staff and given to Mr. Bequette on July 23, 2024.

Customer Rights and Responsibility Brochure

The Company does not have a customer brochure to hand out to customers. Having this written information would provide useful facts relating to billing procedures, payment requirements, disconnection and reconnect information, information regarding complaints and inquiries and would give the customers access to the Company, Commission and Office of Public Counsel’s information. Commission rule 4 CSR 240-13.040(3) states, “A utility shall prepare, in written form, information in plain language, which summarizes the right and responsibilities of the utility and its customers in accordance with this chapter. . .”

Staff gave Mr. Bequette a sample brochure along with Chapter 13 requirements and Staff discussed the need for him to develop a brochure on July 23, 2024.

Disconnect Notice

The Company has not had a disconnection to date. Although the Company has procedures in place for discontinuance of service Commission rule 20 CSR 4240-13.050 (6) states, “A utility shall maintain an accurate record of the date of mailing or delivery. . .” The Company does not maintain a record of its disconnection letters and the dates sent to its customers.

Disposition Agreement Attachment J
Water, Sewer, Gas & Steam Department Report

REPORT OF WATER AND SEWER UNIT
FIELD OPERATIONS AND TARIFF REVIEW

File Nos. WR-2024-0343 and SR-2024-0344

Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC

Holtgrewe Farms Water Company, LLC and Holtgrewe Farms Sewer Company, LLC, (collectively referred to as Holtgrewe or Company) provide water and sewer service to 45 customers¹ in a certificated area in Franklin County outside of Washington, MO. The water company and the sewer company were formed separately but are both owned by Anthony Bequette. The subdivision is designed for a maximum of 47 homes. On June 5, 2024, Staff members David Spratt and Adam Stamp met with Scott, the operator of the utilities, to perform an inspection of the water and sewer facilities.

Description of Water System

The water supply source is a 404-foot deep, ten-inch diameter well drilled in 2010. A submersible, five-horsepower pump was installed in 2011 providing approximately 60 gallons of water per minute. Water is stored in a ground storage tank that can hold about 12,000 gallons of water when full. The well, well house, and storage tank are located near the entrance to the subdivision. Water pressure is maintained at the well house between 40 and 70 pounds per square inch (psi) by a 1,000-gallon hydropneumatic tank and two high service pumps. The average daily usage at this facility is about 7,263 gallons per day². The Company is providing an adequate amount of water storage for its customers. The Company is not required to disinfect the water since the samples have not triggered any concern with the Missouri Department of Natural Resources (DNR).

There is a master meter in the well house to record the amount of water being used and determine lost water. The piping inside the well house is painted and appears to be in good condition. The Company reports that it has 3,840 feet of four-inch PVC pipe in the ground. Each home has a water meter. The Company has been replacing water meters over the past few years in accordance with state regulations³. The current rate for water service is \$15.10 per month plus \$4.66 per 1,000 gallons of water used.

Staff Observations of the Water System

Staff and Company personnel observed the well during a field visit. Staff investigated the

¹ According to the Company's Rate Increase Request Application

² According to the 2023 Annual Report

³ 20 CSR 4240 10.030(38)(A)

condition of the equipment in the well house. Materials and equipment used are appropriate and the systems appeared to be maintained well, operating well and performing as required. Josh Wideman of Franklin County Labs works as a contract operator for the Company to take water samples as required by DNR. Staff reviewed DNR Drinking Water Watch and found the Company to currently be in compliance with DNR. The Company received a notice of violation in 2019 for failure to monitor its water for radionuclides. The Company also received a notice of violation for failure to submit its Consumer Confidence Report (CCR) on time in 2022. Both of those issues were resolved by the Company.

Description of Wastewater System

The sewer's collection is 3,612 feet of eight-inch Polyvinyl Chloride (PVC) pipe and operates by gravity. The pipe was installed in 2009 when the development began. The owner said the collection system has not required a lot of repairs and he has not experienced any issues with inflow and infiltration (I&I). Treatment occurs in a recirculating sand filter treatment facility with a design capacity of 17,500 gallons per day (gpd), three septic tanks for initial treatment and solids holding, six recirculation pumps, and an ultraviolet (UV) disinfection system. The treatment facility has circuit breakers for power protection and uses lights as warning devices at the treatment plant. Currently, 80% of the liquid waste is recirculated to the filters and 20% is discharged as effluent. The recirculating sand filter was well maintained, appeared to be operating correctly, and producing clean effluent as required. Review of the discharge monitoring reports located on DNR's website indicates the treatment plant is working properly and producing an effluent that meets the standards of the discharge permit. Septic Services, Inc. has been contracted as a sludge hauler and they will dispose of solids from the septic tanks as needed.

The treatment plant is fenced and there is a gate with a lock at the entrance. Signs were posted stating the area is a wastewater treatment facility and the outfall location was clearly marked and easy to access. The sludge in the septic tanks is pumped as needed. DNR does not require a certified operator to oversee the Company's sewer facilities but the facility is required to take quarterly samples and meet certain effluent limits for e coli and ammonia according to its permit. The current rate for sewer service is \$39.25 per month.

Tariff Review

The Company's water and sewer rates have remained the same since the implementation of the original tariffs January 5, 2011. Due to proposed tariff changes as well as updated rules and regulations, Staff is proposing that the Company request canceling the existing PSC MO No. 1 tariff and replace it with PSC MO No. 2. The replacement water tariff will include new miscellaneous service charges such as a late charge, returned check charge, connection fees, inspections fees, credit card transaction fee, service call fees, and an increase for the turn-on/turn-off fee. The replacement sewer tariff will include new miscellaneous service charges

such as late fees, credit card fees, service inspection charge, the discontinuance of service by physical disconnection will now be the actual cost without a maximum allowed, and an increase for the turn-on/turn-off of water fee.

Rate Design

Staff has reviewed the current rate design and is recommending the current water rate design remain the same, which is a monthly customer charge plus commodity charge per 1,000 gallons of water metered for the water rates. Staff also recommends that sewer rates remain a single, monthly flat charge.

Disposition Agreement Attachment K
Summary of Events

Holtgrewe Farms Sewer Company, LLC
MO PSC File No. SR-2024-0344
Summary of Case Events

Date Filed:	May 24, 2024
Day 150:	November 25, 2024
Extension?	Yes, thirty days.
Amount Requested:	\$10,000
Amount Proposed by Staff:	\$12,424
Item(s) Driving Rate Decrease:	The current rates have been in effect since the companies were certificated January 5, 2011
Number of Customers:	45 service connections
Return on Equity:	9.94% for sewer
Assessment Current:	Yes
Annual Reports Filed:	Yes
Other Open Cases before Commission:	No
Status with Secretary of State:	Good Standing
DNR Violations:	None
Significant Service/Quality Issues:	None

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

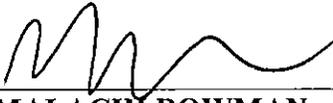
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF MALACHI BOWMAN

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW MALACHI BOWMAN and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

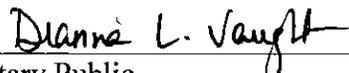
Further the Affiant sayeth not.


MALACHI BOWMAN

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

and

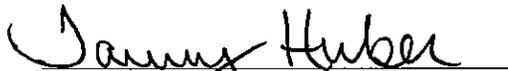
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF TAMMY HUBER

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW TAMMY HUBER and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to her best knowledge and belief.

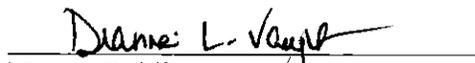
Further the Affiant sayeth not.


TAMMY HUBER

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 2/5 day of October 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377


Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

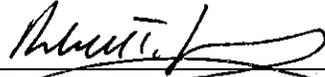
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF RANDALL T. JENNINGS

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW RANDALL T. JENNINGS and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

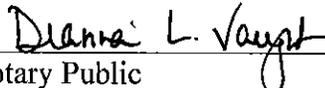


RANDALL T. JENNINGS

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

DIANNA L. VAUGHT Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: July 18, 2027 Commission Number: 15207377



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF KERI ROTH

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW KERI ROTH and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.

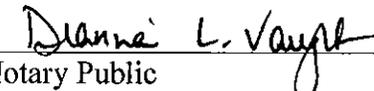


KERI ROTH

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

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Annual Water System Operating Revenues) File No. WR-2024-0343
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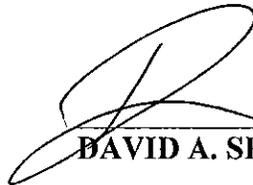
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF DAVID A. SPRATT

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW DAVID A. SPRATT and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

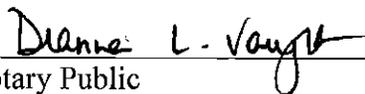


DAVID A. SPRATT

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 25th day of November 2024.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2027
Commission Number: 15207377



Notary Public

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Request for Increase in)
Annual Water System Operating Revenues) File No. WR-2024-0343
MO PSC Small Utility Rate Case)

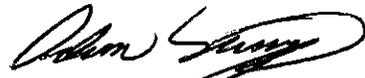
In the Matter of the Request for Increase in)
Annual Sewer System Operating Revenues) File No. SR-2024-0344
MO PSC Small Utility Rate Case)

AFFIDAVIT OF ADAM STAMP

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW ADAM STAMP and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Day 150 Report*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

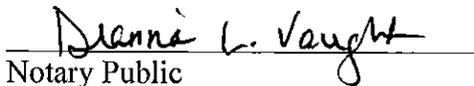


ADAM STAMP

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 20th day of November 2024.

DIANNA L. VAUGHT Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: July 18, 2027 Commission Number: 15207377


Notary Public

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 11th day of December 2024.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

December 11, 2024

File/Case No. WR-2024-0343 and SR-2024-0344

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Nancy Dippell
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.