

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

In the Matter of Missouri-American Water	)	
Company's Request for Authority to Implement	)	Case No. WR-2024-0320
General Rate Increase for Water and Sewer	)	
Service Provided in Missouri Service Areas.	)	

**NON-UNANIMOUS SECOND PARTIAL STIPULATION AND  
AGREEMENT**

**COME NOW** Missouri-American Water Company (“MAWC” or the “Company”), the Staff of the Missouri Public Service Commission (“Staff”); the Office of the Public Counsel (“OPC”); Consumers Council of Missouri and AARP. (collectively, the “Signatories”), by and through their respective counsel, and, for their *Non-Unanimous Second Partial Stipulation and Agreement* (this “Stipulation”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

1. The Missouri Industrial Energy Consumers (“MIEC”), City of St. Joseph; Public Water Supply Districts No. 1 and No. 2 of Andrew County, Triumph Foods, LLC, City of Riverside, and the Empire District Electric Company d/b/a Liberty (“Liberty/Empire”) are not Signatories to this Stipulation. However, counsel for each have stated that they do not object to, or request a hearing as to, this Stipulation.

2. This Stipulation is being entered into for the purpose of settling issues: 3e, and 12, in this case.

3. **Admission of Testimony:** The Signatories consent to the admission of, and request that the Commission admit into the record in this proceeding, without the need for witnesses to take the stand, all written testimony that has been filed regarding the above referenced issues.

4. **Universal Affordability Tariff:** The Commission should approve a Universal

Affordability Tariff according to the sample tariff sheets included as **Attachment A** to this *Non-Unanimous Second Partial Stipulation*. The Company agrees to file a quarterly status report as a non-case related filing in the Commission's Electronic Filing & Information System (EFIS)

5. **Miscellaneous Service Charges:** The Signatories agree that the Company's miscellaneous fees shall be according to the sample tariff sheets included as **Attachments B and C** to this *Non-Unanimous Second Partial Stipulation*.

#### **General Terms**

6. Unless otherwise explicitly provided herein, none of the Signatories shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any method of cost of service or valuation determination or cost allocation, rate design, revenue recovery, or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding. This Stipulation has resulted from extensive negotiations among the parties, and the terms hereof are interdependent and non-severable. If the Commission does not approve this Stipulation unconditionally and without modification, or if the Commission approves the Stipulation with modifications or conditions to which a party objects, then this Stipulation shall be void and none of the Signatories shall be bound by any of the agreements or provisions hereof.

7. In the event the Commission accepts the specific terms of this Stipulation without condition or modification, the Signatories waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510, as to the

issues settled by this Stipulation. These waivers apply only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. These waivers do not apply to any issues explicitly not addressed by this Stipulation. The Signatories agree that all discussions, suggestions, or memoranda reviewed or discussed, related to this Stipulation shall be privileged and shall not be subject to discovery, admissible in evidence, or in any way used, described or discussed.

8. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

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

**WHEREFORE**, the Signatories respectfully request the Commission to issue an Order approving this *Non- Unanimous Second Partial Stipulation and Agreement* and authorizing the Company to file tariffs to implement the terms hereof.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on March 6, 2025, to counsel for all parties.

Rachel L. Niemeier

Missouri-American Water Company  
Name of Issuing Corporation

For

All Missouri Service Areas  
Community, Town or City

### Universal Affordability Tariff Pilot Program

**PURPOSE** - The purpose of the Universal Affordability Tariff Pilot Program (UAT Program) is to provide water bill payment assistance to customers meeting the eligibility requirements while assessing the delivery methods used in the Program and the impacts on revenues and costs. This Program is provided pursuant to the Partial Stipulation Agreement approved by the Missouri Public Service Commission (MoPSC) in Case No. WR-2024-0320.

**AVAILABILITY** – The UAT Program shall be available to all residential metered customers who have an income level at or below 150% based on the Federal Poverty Level (FPL) or 60% below the State Median Income (SMI), whichever threshold is utilized by the Missouri Department of Social Services, and are enrolled by program Agencies designated by the Company. A list of designated agencies may be found at [amwater.com/moaw/Customer-Service-Billing/Payment-Assistance-Options/](http://amwater.com/moaw/Customer-Service-Billing/Payment-Assistance-Options/)

#### **DEFINITIONS**

**Federal Poverty Level (FPL)** – The poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

**State Median Income (SMI)** – The middle point of household incomes in the state, as published by the U.S. Census Bureau.

**UAT Program Agency** – A community action agency, either a local private or a non- profit organization, designated by Company to enroll customers in the UAT Program within their area. A list of designated agencies may be found at [amwater.com/moaw/Customer-Service-Billing/Payment-Assistance-Options/](http://amwater.com/moaw/Customer-Service-Billing/Payment-Assistance-Options/)

**DISCOUNT** – The discount off the service charge/minimum bill and usage rate under this tariff will be as follows:

	<b>Total Discount</b>
Tier 1 (0%-50% of FPL or 0%-20% of SMI):	75%
Tier 2 (51%-100% of FPL or 21%-40% of SMI):	55%
Tier 3 (101%-150% of FPL or 41%-60% of SMI):	25%

**RENEWAL** – Eligible participating customers are afforded this discount for twelve months and will then need to reapply for continued assistance.

**FUNDING** – All customer discounts, administrative fees, and other program costs will be deferred to a regulatory asset for recovery in the Company's next rate case.

\* Indicates new rate or text

+ Indicates change

Date of Issue:

July 1, 2024

Effective Date:

July 31, 2024

Issued By:

Rich C. Svindland, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

For

All Missouri Service Areas  
Community, Town or City

Miscellaneous Charges Water Service				
	Normal Business Hours	After Normal Business Hours <sup>8</sup>		
<u>Begin or Activate Service:</u>				
New Service Activation Fee	\$10.00	\$210.50	per Incident	*
Re-Activation Fee After Company Discontinuance	\$30.00	\$210.50	per Incident	*
Re-Activation Fee After Customer Initiated				*
Emergency Shut-Off	\$40.00	\$210.50	per Incident	*
<u>End or Discontinue Service:</u>				
Company Discontinuance Fee	\$10.00	N/A	per Incident	*
Company Discontinuance Requiring Additional Excavation and/or Installation of New Hardware	Actual Cost	Actual Cost		*
Customer Initiated Emergency Shut-Off	\$40.00	\$210.50	per Incident	*
<u>Other Charges:</u>				*
New Service Connection Fee <sup>1</sup>		Actual Cost		
Meter Testing Fee (Accuracy of the Meter) <sup>2</sup>		\$155.00	per Test	*
Special Meter Reading <sup>3</sup>		\$40.00	per Trip	*
Returned Deposit Item <sup>4</sup>		\$20.00	per Item	*
Hydrant Inspection		\$47.00	per Hydrant	*
Temporary Water Use from Hydrant <sup>5</sup>		Rate A	per Day	*
Investigation Report		\$25.00	per Report	
Service Line Inspection		\$82.50	per Inspection	
Bulk Sales Vending Machine (where available) <sup>6</sup>		Rate A	per 1,000 gallons	*
Fee for Damage, Tampering, and/or Broken Meter Appurtenances <sup>7</sup>		Actual Cost	per Incident	*
<sup>1</sup> Consists of the costs incurred by the Company for the construction including parts, material, labor and equipment, but excluding the cost of the meter. See Rule 4H and 4I.				
<sup>2</sup> The Company will test a meter for accuracy, if not tested in the prior 12 months, at no cost. See Rule 16.				
<sup>3</sup> Includes special meter reading trips resulting from customer refusal, or non-response, to allow AMI installation.				
<sup>4</sup> The Company may serve a Customer on a cash-only basis if more than one check or Returned Deposit Item of the Customer is returned NSF or any other valid return reason in a 12-month period. "Cash" shall be deemed to Mean U.S. currency, money order, or certified check.				
<sup>5</sup> The daily minimum charge is 5,000 gallons at the applicable Rate A for the customer. The Company may meter the usage from a hydrant, at its option, if the usage is expected to be more than 3,000 gallons per day. Any metered usage will be billed at Rate A.				
<sup>6</sup> The Customer shall be responsible for any credit card fees incurred when using water vending machine.				
<sup>7</sup> Consists of costs incurred by the Company repairing damage to a meter or meter installation. See Rule 15L and 15M.				
<sup>8</sup> Before the Company schedules an activation, reactivation, or discontinuance for after normal business hours, the Company will advise the customer of the difference in the charge for normal business hours and after normal business hours.				

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Rich C. Svindland, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company

For

Missouri Service Area

Name of Issuing Corporation

Community, Town or City

Miscellaneous Charges Sewer Service				
<u>Begin or Activate Service:</u>	<u>Normal Business Hours</u>	<u>After Normal Business Hours<sup>5</sup></u>		
New Service Activation Fee <sup>1</sup>	\$10.00	N/A	per Incident	*
Re-Activation After Company Discontinuance <sup>2</sup>	\$30.00	\$210.50	per Incident	*
Service Reconnection After Disconnection in accordance with Rule 7, part E	Actual Cost	Actual Cost		
<u>End or Discontinue Service:</u>				
Company Discontinuance Fee <sup>2</sup>	\$10.00	\$210.50	per Incident	*
Company Discontinuance (by contracted water provider or requiring additional excavation and/or Installation of New Hardware)	Actual Cost	Actual Cost		*
<u>Other Charges:</u>				
New Sewer Service Connection Fee <sup>3</sup>		Actual Cost	per Incident	
Inspection / Re-Inspection Fee – New or Existing Service & Connection		\$46.00	per Incident	+
Inspection Fee – New Collecting Sewer Inspection (see Rule 12)		Actual Cost	per Incident	
Service Calls – Normal Business Hours		\$40.00	per Incident	*
Service Calls – After Normal Business Hours		\$210.50	per Incident	*
Returned Deposit Item <sup>4</sup>		\$20.00	per Item	+
<sup>1</sup> Customers that are also the Company's water customers will be exempt from the sewer activation fee.				+
<sup>2</sup> Only when the Company has to exercise an elder valve.				
<sup>3</sup> New service connection to collecting sewer, if installed by the Company, will be the actual cost to the Company, unless a connection cost is otherwise specified for a service area.				+
<sup>4</sup> The Company may serve a Customer on a cash-only basis if more than one check or Returned Deposit Item of the Customer is returned NSF or any other valid return reason in a 12-month period. "Cash" shall be deemed to Mean U.S. currency, money order, or certified check.				+
<sup>5</sup> Before the Company schedules an activation, reactivation, or discontinuance for after normal business hours, the Company will advise the customer of the difference in the charge for normal business hours and after normal business hours.				+

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