

While the Signatory Parties recognize that this Stipulation and is not binding upon the Commission, the Signatory Parties state that the Stipulation is an agreement among all parties to this proceeding; that the Stipulation is supported by adequate data and information; that it represents a just and reasonable resolution of all issues in this proceeding; that the Stipulation was the product of serious bargaining among capable and knowledgeable parties; that the Stipulation, as a package, benefits ratepayers and the public interest; that it violates no regulatory principle or practice; and that, accordingly, the Stipulation is entitled to careful consideration and should be adopted in its entirety by the Commission. This Stipulation and its supporting documentation represent a cooperative effort among the Signatory Parties to resolve the issues associated with this proceeding in a more efficient manner within the traditional rate case process. Specifically, the agreements contained in this Stipulation are supported by information contained in the Company's abbreviated application filed in Case No. 24-798-WW-AIR on August 8, 2024, and amended on August 29, 2024, as well as the Staff Report of Investigation (Staff Report) filed in the same docket on March 21, 2025.

Except for enforcement purposes, this Stipulation shall not be cited as precedent for or against any Signatory Party if it is approved by the Commission. This Stipulation is a compromise involving a balancing of competing positions, and it does not necessarily reflect the position that any Signatory Party would have taken if these issues had been fully litigated.

The Signatory Parties believe that this Stipulation represents a reasonable compromise of varying interests. If the Commission's Order adopting this Stipulation in

this proceeding materially modifies the Stipulation, a Signatory Party may file an application for rehearing aimed at preserving the Stipulation as filed. Unless the Commission adopts this Stipulation on rehearing without material modification, in which case Signatory Parties would again be bound, any Signatory Party may terminate its participation and withdraw from the Stipulation by filing a notice with the Commission within 30 days of the Commission's entry on rehearing.

Prior to any party filing a notice of withdrawal, the Signatory Parties agree to convene immediately to work in good faith to achieve an outcome that substantially satisfies the intent of the Stipulation. and, if a new agreement is reached that includes the Signatory Party wishing to withdraw, then the new agreement shall be filed for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful in reaching a new agreement that includes all Signatory Parties to the present Stipulation, then the Signatory Party wishing to withdraw may proceed with withdrawal from the Stipulation. Other Signatory Parties to this Stipulation shall not oppose the withdrawal from the Stipulation from any other Signatory Party. Upon the filing of a notice of withdrawal, the Commission will convene an evidentiary hearing to afford the withdrawing party the opportunity to contest the Stipulation by presenting evidence through witnesses, cross-examining all witnesses, presenting rebuttal testimony, and briefing all issues that shall be decided based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory Parties shall submit the amended Stipulation to the Commission for approval

after a hearing if necessary.

Subject to the terms and conditions set forth in this Stipulation, the Parties agree, stipulate, and recommend that the Commission find as follows:

- A. That Christi is a water-works company within the meaning of R.C. 4905.03(G) and, as such, is a public utility subject to the jurisdiction and supervision of the Commission.
- B. This Joint Stipulation and Recommendation shall be identified as Joint Exhibit 1 and admitted into evidence in the record in this proceeding.
- C. The Staff Report filed in Case No. 24-798-WW-AIR on March 21, 2025, shall be identified as Staff Exhibit 1 and admitted into evidence in the record in this proceeding.
- D. The Signatory Parties recommend that the Company's Application be approved as modified by Staff in the Staff Report unless otherwise modified by this Stipulation and the exhibits thereto.
- E. The Signatory Parties agree that Christi shall complete the following items pertaining to its customer service compliance, with Staff guidance as necessary, and provide necessary documentation to Staff within six months of the issue date of the Opinion and Order in this case:
 - 1. **Notice Updates:** Update all customer notices to ensure accessibility and compliance with the Ohio Administrative Code. This initiative should prioritize clarity and minimize customer confusion, thereby reducing future service inquiries and administrative overhead.

2. **Bill Format Modernization:** Transition from the outdated billing format to the format as submitted in Data Request #9 in Case no. 24-798-WW-AIR. This change is expected to streamline billing, reduce printing and mailing costs, and enhance customer understanding, lowering billing disputes and associated costs.
 3. **Credit and Collection Policy Update:** Revise policies to align with Ohio Administrative Code requirements, balancing customer protection with efficient debt recovery to reduce uncollectible accounts and improve revenue collection.
 4. **Tariff Revision:** Update tariff documents to reflect the current billing format and customer rights. Clear, updated tariffs help prevent disputes, promote transparency, and reduce legal exposure.
 5. **Meter Tampering Protocol:** Develop and implement a tampering response plan. A well-defined process can deter tampering, protect infrastructure investments, and minimize revenue losses.
 6. **Docketing:** Christi will file items on the docket requiring Commission approval as directed by Staff.
- F. The Signatory Parties agree that Christi shall complete the following items pertaining to meter replacement:
1. **Meter Replacement Estimates:** Update the estimates for replacement of meters within one month of the issue date of the Opinion and Order in this case. Christi shall obtain at least two sets

of estimates from different vendors that detail the price for 50, 100, and 200 meters. Christi shall provide the estimates to Signatory Parties.

2. **Age of Meters:** Document which meters are the oldest within one month of the issue date of the Opinion and Order in this case. Christi shall provide this list to Signatory Parties.
3. **Meter Priority List:** Develop a priority list for which meters to be replaced first. The priority list shall be completed by Christi within three months of the issue date of the Opinion and Order in this case and shall be provided to Signatory Parties.
4. **Collaborative Planning Meeting:** Attend a joint meeting with Signatory Parties within four months to design an optimized, cost-conscious replacement plan that aligns with utility and customer needs.
5. **Replacement Documentation:** Maintain detailed records of meter replacements to facilitate performance evaluation and cost tracking.
6. **Quarterly Status Updates:** Provide quarterly reports to Signatory Parties starting six months after the Order, including meter invoices. Updates will cease when all meters are replaced or at Christi's next rate case, whichever comes first, to limit ongoing reporting costs.

G. The Signatory Parties agree that Christi shall complete the following items pertaining to unaccounted-for water:

1. **Quarterly Water Volume Reports:** Track and report water volumes sold vs. purchased to monitor losses and identify potential savings opportunities. Reporting begins after the first full quarter and continues until the next rate case.
2. **Annual Meter Sales Data:** Provide annual usage data per meter by January 31st every year to detect anomalies and inefficiencies, aiding targeted infrastructure investments.

Staff shall review unaccounted-for water data in Christi's next rate case to determine if it is reasonable. The undersigned are authorized representatives of the parties to this Stipulation, who stipulate and agree to enter into this Stipulation on behalf of their respective parties this day of May 14, 2025, and respectfully request that the forgoing Stipulation be adopted.

**ON BEHALF OF THE CHRISTI
WATER SYSTEM, INC.**

**ON BEHALF OF THE STAFF OF
THE PUBLIC UTILITIES
COMMISSION OF OHIO**

/s/ Kent Beilharz (per authorization)
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Case No(s). 24-0798-WW-AIR

Summary: Stipulation and Recommendation electronically filed by Mrs. Kimberly M. Naeder on behalf of PUCO.