

**BEFORE THE  
MISSISSIPPI PUBLIC SERVICE COMMISSION**

**SUPPLEMENTAL**

**TESTIMONY**

**OF**

**BRENT G. THIES**

**ON BEHALF OF**

**GREAT RIVER UTILITY OPERATING COMPANY, LLC**

**2025 FRP ANNUAL REPORT**

**June 9, 2025**

## INTRODUCTION

1     **Q.     PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND POSITION.**

2     A.     My name is Brent G. Thies and my business address is 1630 Des Peres Rd., Suite 140,  
3             St. Louis, MO 63131. I am the Vice President & Corporate Controller at CSWR, LLC  
4             ("CSWR"), the parent company that owns and controls Great River Utility Operating  
5             Company, LLC.

6     **Q.     WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT**  
7             **TESTIMONY?**

8     A.     My supplemental testimony will summarize Great River's Proposal #4 and the exhibits  
9             that support the new proposal. Unless specifically stated herein, nothing in this  
10            supplemental direct testimony revises, amends, rescinds or otherwise impacts the  
11            testimony and exhibits submitted with Great River's original 2025 FRP Annual Report  
12            on February 28, 2025 in this docket.

13    **Q.     DO YOU SPONSOR ANY EXHIBITS WITH YOUR SUPPLEMENTAL**  
14             **TESTIMONY?**

15    A.     Yes. I am sponsoring two (2) exhibits:

16                 - Exhibit BT-12.1: Rate Comparison Sheet of Existing and Adjusted Rates -  
17                 Water

18                 - Exhibit BT-12.2: Rate Comparison Sheet of Existing and Adjusted Rates -  
19                 Sewer

20                 - Exhibit BT-13.1: Proposed Rate Schedules - Water

21                 - Exhibit BT-13.2: Proposed Rate Schedules - Sewer

22    **Q.     WERE THESE EXHIBITS PREPARED UNDER YOUR SUPERVISION AND**  
23             **CONTROL?**

1 A. Yes.

2 Q. PLEASE SUMMARIZE GREAT RIVER'S PROPOSAL #4 AS PRESENTED IN  
3 ITS SUPPLEMENTAL 2025 FRP ANNUAL REPORT.

4 A. Proposal #4 seeks to immediately eliminate all rate tiers, mitigated rates and residential  
5 metered rates in favor of one state-wide residential flat rate for water and sewer service,  
6 respectively, consistent with the table below:

| Sewer     |              |             |           |          | Water            |              |             |           |          |
|-----------|--------------|-------------|-----------|----------|------------------|--------------|-------------|-----------|----------|
| Tier 1    | Current Bill | Proposal #4 | Delta     | Customer | Tier 2 - Metered | Current Bill | Proposal #4 | Delta     | Customer |
| Mitigated | \$ 34.92     | \$ 49.95    | \$ 15.03  | 1,925    | Mitigated        | \$ 43.89     | \$ 46.69    | \$ 2.80   | 2,892    |
| Full      | \$ 41.55     | \$ 49.95    | \$ 8.40   | 864      | Full             | \$ 48.07     | \$ 46.69    | \$ (1.38) | 1,769    |
| Tier 2    |              |             |           |          | Tier 2 - Flat    |              |             |           |          |
| Mitigated | \$ 49.90     | \$ 49.95    | \$ 0.05   | 3,992    | Mitigated        | \$ 47.02     | \$ 46.69    | \$ (0.33) | 6,492    |
| Full      | \$ 59.36     | \$ 49.95    | \$ (9.41) | 6,924    | Full             | \$ 51.19     | \$ 46.69    | \$ (4.50) | 170      |
| Tier 3    |              |             |           |          | Tier 3           |              |             |           |          |
| Mitigated | \$ 42.56     | \$ 49.95    | \$ 7.39   | 2,799    | Mitigated        | \$ 47.96     | \$ 46.69    | \$ (1.27) | -        |
| Full      | \$ 47.86     | \$ 49.95    | \$ 2.09   | 436      | Full             | \$ 52.13     | \$ 46.69    | \$ (5.44) | 287      |

7  
8 As part of Proposal #4, Great River would voluntarily agree to a rate  
9 moratorium through calendar year 2027. Specifically, Great River will continue to  
10 submit its FRP Annual Reports each year, and agrees to seek no change in rates or  
11 tariffs prior to the FRP Annual Reports to be filed on or before February 28, 2028. To  
12 support the multi-year rate moratorium proposed herein, Proposal #4 is conditioned on  
13 Great River being authorized to establish a regulatory asset for purposes of deferring  
14 any difference between its annually approved revenue requirement and actual revenue  
15 collected under the Proposal #4 rates until the 2028 FRP Annual Report filings are fully  
16 resolved. Proposal #4 is further conditioned on this deferral amount be reviewed and  
17 the just and reasonable costs being approved by the Commission each year in Great  
18 River's annual FRP proceedings.

19

1     **Q.     HOW WILL PROPSAL #4 IMPACT CUSTOMERS CURRENTLY TAKING**  
2     **SERVICE UNDER A MITIGATED RATE?**

3     A.     As originally contemplated when RMRA was established, all customers currently  
4     taking service under mitigated rates are scheduled to transition to the full rate with this  
5     2025 FRP proceeding as shown in the table above. The bill increases contained within  
6     Proposal #4 are primarily driven by the transition of Great River's remaining customers  
7     from mitigated to unmitigated rates. Because Great River did not acquire any new  
8     customers since filing the 2024 FRP Annual Reports, there are no customers currently  
9     in the SARA mechanism that would be eligible to transition to mitigated rates this year.  
10    Therefore, Proposal #4 includes the discontinuance of Great River's mitigated rates by  
11    eliminating from its tariff Water Service – Mitigated, Rate Schedule WSM-2 and Sewer  
12    Service – Mitigated, Rate Schedule SSM-2. Great River proposes to include all future  
13    customers acquired in the SARA mechanism until the next FRP filing cycle, after  
14    which those customers would transition to Great River's then Commission-approved  
15    state-wide rates for service.

16   **Q.     HOW MANY GREAT RIVER CUSTOMERS WILL EXPERIENCE A**  
17   **DECREASE IN THEIR BILL SHOULD PROPOSAL #4 BE APPROVED?**

18   A.     As detaild in the table above, 15,642 of the total 27, 812 customers served by Great  
19   River are estimated to experience some measure of bill decrease should Proposal #4 be  
20   approved. Another approximately 4,000 customers will see essentially no change their  
21   monthly bill.

1 Q. WILL APPROVAL OF PROPOSAL #4 IMPACT THE CURRENTLY  
2 PENDING APPEALS RELATED TO GREAT RIVER'S 2024 FRP  
3 PROCEEDINGS?

4 A. Yes. Because Great River's current rates being collected under bond would be replaced  
5 by the rates in Proposal #4, upon approval, Great River proposes to conclude the 2024  
6 FRP proceedings by seeking a dismissal of the appeals currently pending in Harrison  
7 County Chancery Court, after which the Commission would order no refunds to  
8 customers concerning the revenue lawfully collected during calendar years 2024 and  
9 2025.

10 Q. HOW DOES PROPOSAL #4 ADDRESS THE COMMISSION'S REQUEST  
11 FOR ENHANCED REPORTING GOING FORWARD?

12 A. Great River proposes that, with the exception of the contemplated management review,  
13 the Commission approve the procedural and audit measures outlined in paragraph 30  
14 of the Amended and Restated Stipulation. Given the proposed multi-year rate  
15 moratorium along with the required metering plan, Great River does not believe that  
16 the initiation of a management review as contemplated under Section 77-3-46 of the  
17 *Mississippi Code of 1972, as amended*, is warranted and would, in fact, result in an  
18 unnecessary expenditure of Commission, Staff and Company resources.

19 Q. DO YOU BELIEVE THAT APPROVAL OF PROPOSAL #4 WILL RESULT IN  
20 JUST AND REASONABLE RATES FOR CUSTOMERS?

21 A. Yes. Great River submits that the suite of rate mitigations proposed herein combine to  
22 provide significant and important rate mitigation to customers over an extended period  
23 of time, while providing Great River the financial support necessary to continue its goal

1 of providing, safe, reliable and environmentally responsible water resources to the State  
2 of Mississippi.

3 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

4 **A. Yes.**

BEFORE THE MISSISSIPPI PUBLIC SERVICE COMMISSION

GREAT RIVER UTILITY  
OPERATING COMPANY, LLC  
WC-123-2514-00

DOCKET NO. 2025-UN-34

IN RE: GREAT RIVER UTILITY OPERATING COMPANY, LLC 2025 FRP ANNUAL  
REPORT

AFFIDAVIT OF BRENT THIES

PERSONALLY appeared before the undersigned officer authorized to administer oaths, BRENT THIES, who being duly sworn, deposes and says; that foregoing supplemental direct testimony was prepared by him or under his supervision; that said testimony was prepared for use as direct testimony on behalf of GREAT RIVER UTILITY OPERATING COMPANY, LLC in the above captioned proceeding; that the facts stated therein are true to the best of his knowledge, information and belief; and that if asked the questions appearing therein, his answers, under oath, would be the same.

Dated at St. Louis, Missouri, this the 9 day of June, 2025.

  
BRENT THIES

Sworn to and subscribed before me this the 9th day of June, 2025.

  
Notary Public

My Commission Expires:

5/4/28

DANIEL RYAN JANOWIAK  
Notary Public, Notary Seal  
State of Missouri  
St. Louis County  
Commission # 20374795  
My Commission Expires 05-04-2028

Great River - Rate Comparison Sheet of Existing and Adjusted Rates

| System Name  | County    | PSC District | Service Type | Existing Great River Rate Tier | Existing Flat vs. Metered | Proposed Flat vs. Metered | Existing Rate Schedule | Proposed Rate Schedule | Existing Monthly Bill | Monthly Bill After Approval | Bill Difference |
|--|-----------|--------------|--------------|--------------------------------|---------------------------|---------------------------|------------------------|------------------------|-----------------------|-----------------------------|-----------------|
| Bellegress (Canebrake)   | Lamar     | Southern     | Water        | 2                              | Metered (1)               | Flat                      | WSM-2                  | WSG-3                  | \$ 43.89              | \$ 46.69                    | \$ 2.80         |
| Black Creek  | Forrest   | Southern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Buena Vista  | Desoto    | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Chickasaw  | Panola    | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Enid Lakes Estates   | Yalobusha | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Enid Shores Subdivision  | Panola    | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Hide-a-Way Hills Subdivision   | Panola    | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Robinwood Forest   | Harrison  | Southern     | Water        | 2                              | Metered (1)               | Flat                      | WSM-2                  | WSG-3                  | \$ 43.89              | \$ 46.69                    | \$ 2.80         |
| The Highlands  | Tate      | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Wellgate   | Lafayette | Northern     | Water        | 2                              | Metered (1)               | Flat                      | WSG-2                  | WSG-3                  | \$ 48.07              | \$ 46.69                    | \$ (1.38)       |
| Charlotte Dev CO-Knollwood S/O                                       | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSG-2                  | WSG-3                  | \$ 51.19              | \$ 46.69                    | \$ (4.50)       |
| Clermont Harbor  | Hancock   | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Deerwood Utility   | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Gulf Park Estates  | Jackson   | Southern     | Water        | 2                              | Flat (2)                  | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Lakewood Environmental (Lake Village Estates, Northridge & Windance) | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Ocean Beach  | Jackson   | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Palmer Creek Utility   | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Palmetto Pointe (Houston Estates Utility)                            | Jackson   | Southern     | Water        | 2                              | Flat (3)                  | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Parks Utilities  | Noxubee   | Central      | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Pass Christian Isles   | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Point Aux Chene  | Jackson   | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Rouse's Marina   | Jackson   | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| The Woods  | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Twelve Oaks Estates  | Lafayette | Northern     | Water        | 2                              | Flat                      | Flat                      | WSG-2                  | WSG-3                  | \$ 51.19              | \$ 46.69                    | \$ (4.50)       |
| White Cypress Lakes  | Hancock   | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Woolmarket Village Estates   | Harrison  | Southern     | Water        | 2                              | Flat                      | Flat                      | WSM-2                  | WSG-3                  | \$ 47.02              | \$ 46.69                    | \$ (0.33)       |
| Oakland  | Adams     | Southern     | Water        | 3                              | Flat (4) (5)              | Flat                      | WSG-2                  | WSG-3                  | \$ 52.13              | \$ 46.69                    | \$ (5.44)       |

Notes:

- (1) Monthly Bills for Metered Water Service Assumes Average Monthly Usage of 4,000 Gallons  
(2) A portion of Gulf Park Estates is receiving metered billings.  
(3) Palmetto Pointe has been billed a flat rate since acquisition but will be transitioned to metered billings in 2025.  
(4) In compliance with the Stipulation in Docket No. 2024-UN-06, Great River is in the process of testing and replacing the existing meters at Oakland.  
(5) Monthly bill amounts for Tier 3 systems include the flat monthly charge plus the applicable pass through monthly charge approved by the Commission.



|   |                       |                               |
|---|-----------------------|-------------------------------|
| <div>TARIFF<br/>OF<br/>Great River Utility Operating Company, LLC</div>   |                       |                               |
| <div>CONSISTING OF<br/>SCHEDULE OF MONTHLY RATES, SERVICE CHARGES, SERVICES<br/>RULES AND REGULATIONS, SERVICE EXTENSION POLICY,<br/>AND FORMULA RATE PLAN<br/><br/>FOR WATER SERVICE</div> |                       |                               |
| <div>APPLYING TO<br/><br/>CERTIFICATED SERVICE AREA OF GREAT RIVER UTILITY OPERATING COMPANY, LLC</div>   |                       |                               |
| <div>NO MODIFICATION OF THESE SCHEDULES SHALL BE<br/>MADE EXCEPT FOR THE PURPOSE OF CANCELING OR<br/>SUPERSEDING PREVIOUSLY ISSUED SCHEDULES</div>  |                       |                               |
| Issued By:  | Josiah Cox            | President                     |
|   | (Name)                | (Title)                       |
| 1630 Des Peres Rd., Suite 140<br>Magnolia, Suite C  | St. Louis,<br>Biloxi, | Missouri<br>Mississippi 39530 |
| (Street or Box Number)  | (City)                | (State)                       |
| <div>STATE OF MISSISSIPPI<br/>PUBLIC SERVICE COMMISSION</div>   |                       |                               |



**GREAT RIVER**  
Utility Operating Company  
A Division of Great River Energy

| Mississippi Public Service Commission |        |
|---------------------------------------|--------|
| Utility Service - Water               |        |
|                                       | Page   |
|                                       | 1 of 2 |

### PREFACE

The following Tariff governing water service is published as a convenient source of answers to basic questions asked by Customers or Applicant of Great River Utility Operating Company, LLC ("Great River"). This Tariff is established to provide uniform standards and policies for the rendering of water service and to the extent applicable by their provisions, to prescribe terms and conditions for all water service rendered or to be rendered by Great River. To the extent there is a conflict between the terms of this Tariff (or any contract with a Customer entered pursuant to this Tariff) and the Commission's Service Rules, Procedural Rules or Orders, the terms of the Commission's Service Rules, Procedural Rules and Orders shall control. This Tariff is on file with the Mississippi Public Service Commission. Failure of Great River to insist on any one or more occasions upon the strict compliance with this Tariff governing water utility service shall not constitute a permanent waiver or modification of the Tariff, but Great River at any time may insist upon strict compliance herewith regardless of any previous waivers or Customer's reliance thereon.

Copies of this Tariff are available at the Mississippi Public Service Commission in Jackson, Mississippi and at the following website:

<https://www.centralstateswaterresources.com/great-river/great-river-community-tariff-information/>

as well as at the offices of Great River:

Main Administrative Office:

~~1630 Des Peres Rd., Suite 140~~ 134 Rue Magnolia, Suite C  
St. Louis, MO 63131 Biloxi, MS 39530

Customers may contact Great River 24 hours per day / 7 days a week for any issues regarding billing, new service, reconnection of existing service, disconnection of existing service, maintenance issues and emergency issues at 855-801-8440 or by sending an email to [support@greatriveruoc.com](mailto:support@greatriveruoc.com). Customers may also contact Great River via U.S. Mail at Great River Utility Operating Company, ~~1630 Des Peres Rd., Suite 140, St. Louis, MO 63131~~ 134 Rue Magnolia, Suite C, Biloxi, MS 39530.



**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission |        |
|---------------------------------------|--------|
| Utility Service - Water               |        |
|                                       | Page   |
|                                       | 2 of 2 |

**INDEX OF SCHEDULES**

| Schedule No. | Rate Symbol | Schedule Type                       | Class of Service | Service Type |
|--------------|-------------|-------------------------------------|------------------|--------------|
| 1            | LOS-2       | Water Service – List of Systems     | All              | Water        |
| 2            | WSG-23      | Water Service - General             | All              | Water        |
| 3            | WSM-2       | Water Service – Mitigated           | All              | Water        |
| 43           | WSCF-1      | Water Service Charges and Fees      | All              | Water        |
| 54           | WSR-1       | Water Service Rules and Regulations | All              | Water        |
| 65           | WSEP-1      | Water Service Extension Policy      | All              | Water        |
| 76           | FRP-1       | Formula Rate Plan                   | All              | Water        |



| Mississippi Public Service Commission Rate Schedule No. 1 |                            |        |
|---|----------------------------|--------|
| Water Service – List of Systems                           |                            | LOS-32 |
| Effective Date  | Date of Version Superseded | Page   |
| July 15, 2024TBD  | March 1, 2023July 15, 2024 | 1 of 1 |

**LIST OF SYSTEMS**

| System   | PSC District | County    | Tier | System                     | PSC District | County   | Tier |
|--|--------------|-----------|------|----------------------------|--------------|----------|------|
| Bellegrass (Canebrake)   | #2           | Lamar     | 2    | White Cypress Lakes        | #2           | Hancock  | 2    |
| Black Creek  | #2           | Forrest   | 2    | Woolmarket Village Estates | #2           | Harrison | 2    |
| Buena Vista  | #3           | DeSoto    | 2    |                            |              |          |      |
| Charlotte Dev CO-Knollwood S/D                                       | #2           | Harrison  | 2    |                            |              |          |      |
| Chickasaw Subdivision  | #3           | Panola    | 2    |                            |              |          |      |
| Clermont Harbor  | #2           | Hancock   | 2    |                            |              |          |      |
| Deerwood Utility   | #2           | Harrison  | 2    |                            |              |          |      |
| Enid Lakes Estates   | #3           | Yalobusha | 2    |                            |              |          |      |
| Enid Shores Subdivision  | #3           | Panola    | 2    |                            |              |          |      |
| Gulf Park Estates  | #2           | Jackson   | 2    |                            |              |          |      |
| Hide-a-Way Hills Subdivision   | #3           | Panola    | 2    |                            |              |          |      |
| Lakewood Environmental (Lake Village Estates, Northridge & Windance) | #2           | Harrison  | 2    |                            |              |          |      |
| Oakland Water Works  | #2           | Adams     | 3    |                            |              |          |      |
| Ocean Beach  | #2           | Jackson   | 2    |                            |              |          |      |
| Palmer Creek Utility   | #2           | Harrison  | 2    |                            |              |          |      |
| Palmetto Pointe (Houston Estates Utility)                            | #2           | Jackson   | 2    |                            |              |          |      |
| Parks Utilities  | #1           | Noxubee   | 2    |                            |              |          |      |
| Pass Christian Isles   | #2           | Harrison  | 2    |                            |              |          |      |
| Point Aux Chene  | #2           | Jackson   | 2    |                            |              |          |      |
| Robinwood Forest   | #2           | Harrison  | 2    |                            |              |          |      |
| Rouses Marina  | #2           | Jackson   | 2    |                            |              |          |      |
| The Highlands  | #3           | Tate      | 2    |                            |              |          |      |
| The Woods  | #2           | Harrison  | 2    |                            |              |          |      |
| Twelve Oaks Estates  | #3           | Lafayette | 2    |                            |              |          |      |
| Wellsgate  | #3           | Lafayette | 2    |                            |              |          |      |



**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule No. 2 |                            |        |
|---|----------------------------|--------|
| Water Service - General                                   |                            | WSG-32 |
| Effective Date  | Date of Version Superseded | Page   |
| July 15, 2024TBD  | March 1, 2023July 15, 2024 | 1 of 2 |

#### APPLICABILITY

This rate schedule applies to all customer systems identified in the List of Systems contained in Great River's Water Tariff that have received water service from Great River under Rate Schedule WSM for a period of at least twelve (12) months.

#### AVAILABILITY

Water service is available under this rate schedule on a uniform basis within Great River's certificated service area subject to the Service Charges, Service Rules and Regulations, and the Service Extension Policy. Service is for the exclusive use of the customer and shall not be resold or shared with others.

#### MONTHLY RATE FOR SERVICE

Monthly rates for service have been designed into two separate customer tiers (Tier I intentionally omitted) to reflect differences in the type of service provided by the Company across Mississippi. The monthly rates tiers below reflect differences in costs inherent in providing Residential service and Non-Residential Service to customers across Mississippi in each tier.

#### TIER II RATES

Tier II rates apply to customers in communities where the Company supplies water from Company owned wells.

Monthly Metered Rates by Meter Size: \_\_\_\_\_

|                |   |
|----------------|---|
| 5/8" and 3/4": | \$40.95 for the first 2,000 gallons consumed      |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 1":            | \$51.19 for the first 2,000 gallons consumed      |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 1.5":          | \$204.74 for the first 2,000 gallons consumed     |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 2":            | \$327.59 for the first 2,000 gallons consumed     |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 3":            | \$614.22 for the first 2,000 gallons consumed     |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 4":            | \$1,023.70 for the first 2,000 gallons consumed   |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 6":            | \$1,023.70 for the first 2,000 gallons consumed   |
|                | \$3.56 for each additional 1,000 gallons consumed |



| Mississippi Public Service Commission Rate Schedule No. 2 |                            |        |
|---|----------------------------|--------|
| Water Service - General                                   |                            | WSG-32 |
| Effective Date  | Date of Version Superseded | Page   |
| July 15, 2024TBD  | March 1, 2023July 15, 2024 | 2 of 2 |

Monthly Flat Rates by Line Size (No Meter):<sup>†</sup>  
RESIDENTIAL SERVICE

Monthly flat rate per Service Connection: 5/8" and 3/4": \$51.1946.69

NON-RESIDENTIAL SERVICE

Monthly metered rates by Meter size:

|                |   |
|----------------|---|
| 5/8" and 3/4": | \$46.69 for the first 2,000 gallons consumed      |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 1":            | \$58.36 for the first 2,000 gallons consumed      |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 1.5":          | \$233.45 for the first 2,000 gallons consumed     |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 2":            | \$373.52 for the first 2,000 gallons consumed     |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 3":            | \$700.35 for the first 2,000 gallons consumed     |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 4":            | \$1,167.25 for the first 2,000 gallons consumed   |
|                | \$3.56 for each additional 1,000 gallons consumed |
| 6":            | \$1,167.25 for the first 2,000 gallons consumed   |
|                | \$3.56 for each additional 1,000 gallons consumed |

5/8" and 3/4": \$51.19

1": \$63.99

1.5": \$255.95

2": \$409.53

3": \$767.86

<sup>†</sup> This schedule reflects non-metered rates. As customers are provided a meter and usage data can be captured, customers will migrate from a non-metered rate to a metered rate.



| Mississippi Public Service Commission Rate Schedule No. 2 |                            |               |
|---|----------------------------|---------------|
| Water Service - General                                   |                            | WSG-32        |
| Effective Date  | Date of Version Superseded |               |
| July 15, 2024TBD  | March 1, 2023              | July 15, 2024 |
|   |                            | Page          |
|   |                            | 3 of 2        |

4" \$1,279.77

6" \$1,279.77

#### TIER III RATES

~~Tier III rates apply to customers in communities where the Company sources water from a third-party provider.~~

~~Monthly Base Charge: \$35.38 per Unit~~

~~Pass Through Monthly Charge<sup>2</sup>: \$16.75 per Unit~~

#### ADDITIONAL RATE ADJUSTMENTS

The monthly rates for water service are subject to adjustment annually through Great River's Commission-approved Formula Rate Plan, Rider FRP. Great River reserves the right to apply to this rate any applicable proportionate part of any tax or assessment imposed or levied by any governmental authority in addition to the base monthly charges set forth above.;

<sup>2</sup> The Pass Through Monthly Charge is subject to an annual true up by the Commission.



| Mississippi Public Service Commission Rate Schedule No. 3 |                            |        |
|---|----------------------------|--------|
| Water Service—Mitigated                                   |                            | WSM-2  |
| Effective Date  | Date of Version Superseded | Page   |
| TBD   | March 1, 2023              | 1 of 2 |

#### APPLICABILITY

Rate Schedule WSM is a temporary rate designed to mitigate the rate impact to customers that may otherwise be experienced following system acquisition by Great River. This rate schedule applies to all customer systems identified in the List of Systems contained in Great River's Water Tariff that were receiving water service from Great River pursuant to rates that were adopted by Great River following Great River's initial acquisition of the system or temporary rates established for Great River following initial acquisition at any time in the calendar year preceding the year the Company makes an Annual FRP Filing under Rider FRP. Rate Schedule WSM shall apply for the regulatory year following approval of the first Annual FRP filing made after the system's acquisition. Following approval of the second FRP filing made after the system's acquisition, such system's customers shall be served under Great River's Rate Schedule WSG.

#### AVAILABILITY

Water service is available under this rate schedule on a uniform basis within Great River's certificated service area subject to the Service Charges, Service Rules and Regulations, and the Service Extension Policy. Service is for the exclusive use of the customer and shall not be resold or shared with others.

#### MONTHLY RATE FOR SERVICE

Monthly rates for service have been designed into two separate customer tiers (Tier I intentionally omitted) to reflect differences in the type of service provided by the Company across Mississippi. The monthly rate tiers below reflect differences in costs inherent in providing service to customers in each tier.

#### TIER II RATES

Tier II rates apply to customers in communities where the Company supplies water from Company-owned wells.

#### Monthly Rates by Meter Size: —

|                       |  |
|-----------------------|--|
| <u>5/8" and 3/4":</u> | <u>\$36.77 for the first 2,000 gallons consumed</u>      |
|                       | <u>\$3.56 for each additional 1,000 gallons consumed</u> |
| <u>1":</u>            | <u>\$47.02 for the first 2,000 gallons consumed</u>      |
|                       | <u>\$3.56 for each additional 1,000 gallons consumed</u> |
| <u>1.5":</u>          | <u>\$200.57 for the first 2,000 gallons consumed</u>     |
|                       | <u>\$3.56 for each additional 1,000 gallons consumed</u> |
| <u>2":</u>            | <u>\$323.42 for the first 2,000 gallons consumed</u>     |
|                       | <u>\$3.56 for each additional 1,000 gallons consumed</u> |
| <u>3":</u>            | <u>\$610.05 for the first 2,000 gallons consumed</u>     |
|                       | <u>\$3.56 for each additional 1,000 gallons consumed</u> |





| Mississippi Public Service Commission Rate Schedule No. 3 |                            |        |
|---|----------------------------|--------|
| Water Service—Mitigated                                   |                            | WSM-2  |
| Effective Date  | Date of Version Superseded | Page   |
| TBD   | March 1, 2023              | 2 of 2 |

|    |   |
|----|---|
| 4" | \$1,019.53 for the first 2,000 gallons consumed   |
|    | \$3.56 for each additional 1,000 gallons consumed |
| 6" | \$1,019.53 for the first 2,000 gallons consumed   |
|    | \$3.56 for each additional 1,000 gallons consumed |

**Monthly Flat Rates by Line Size (No Meter):<sup>3</sup>**

|                |            |
|----------------|------------|
| 5/8" and 3/4": | \$47.02    |
| 1":            | \$59.82    |
| 1.5":          | \$251.78   |
| 2":            | \$405.36   |
| 3":            | \$763.69   |
| 4":            | \$1,275.60 |
| 6":            | \$1,275.60 |

**TIER III RATES**

Tier III rates apply to customers in communities where the Company sources water from a third-party provider.

|   |                  |
|---|------------------|
| Monthly Base Charge:                      | \$31.21 per Unit |
| Pass Through Monthly Charge: <sup>4</sup> | \$16.75 per Unit |

**ADDITIONAL RATE ADJUSTMENTS**

The monthly rates for water service are subject to adjustment annually through Great River's Commission-approved Formula Rate Plan, Rider FRP. Great River reserves the right to apply to this rate any applicable proportionate part of any tax or assessment imposed or levied by any governmental authority in addition to the base monthly charges set forth above.

<sup>3</sup> This schedule reflects non-metered rates. As customers are provided a meter and usage data can be captured, customers will migrate from a non-metered rate to a metered rate.

<sup>4</sup> The Pass-Through-Monthly-Charge is subject to an annual true up by the Commission.



| Mississippi Public Service Commission Rate Schedule No.<br>34 |                            |        |
|---|----------------------------|--------|
| Water Service Charges and Fees                                |                            | WSCF-1 |
| Effective Date  | Date of Version Superseded | Page   |
| March 1,<br>2023TBD   | OriginalMarch 1, 2023      | 1 of 2 |

### **SCHEDULE OF SERVICE CHARGES AND FEES**

1. **Connection (tap) Fee:** A Service Connection fee of \$650.00 will be required of each Customer and includes the connection to the Company's water main as well as the meter. Payment of this fee shall be in advance of any installation or construction work by the utility and will include the cost of making actual connection to the system. This fee will be collected only once for a given service location. Notwithstanding the foregoing, a separate connection fee shall be required if a customer requires an additional connection for the purposes of adding a secondary metered service, such as for a swimming pool or irrigation system. Company will book all or a portion of each Connection Fee received as a contribution in aid of construction when consistent with applicable accounting guidance.
2. **Disconnection Fee:** If it becomes necessary for Company personnel to be dispatched to any Customer's home or place of business for the purpose of disconnecting service for a delinquency or any violation of the Service Rules and Regulations, such Customer shall be charged a disconnect fee of \$35.00. A fee of \$25.00 shall apply in the event the operator is dispatched for the disconnection and upon arrival the past due bill is paid.
3. **Reconnection Fee:** A fee for reconnection of water service of \$35.00 will be applicable in the event the water has been disconnected. When ownership or tenancy changes at the Unit, the new Applicant for service will be required to pay the reconnection fee which is a non-refundable charge.
4. **Returned Check Charge:** Any check received in payment of a bill which is returned by the bank will be subject to a \$40.00 additional collection fee.
5. **Late Payment Charge:** All bills are due and payable 21 days from the billing date following the service. If the bill is not paid by such due date, an \$8.00 charge will be added to the amount due.
6. **Itemized Utility Bill:** Customers that request the Company to generate a 12-month, itemized bill history will be charged \$10.00.
7. **Meter Reread:** Customers that request the Company to reread the Meter shall be charged \$10.00.
8. **Replace Damaged / Stolen Meter:** Customers that require a Meter replacement due to a stolen Meter or a replacement of a damaged Meter due to tampering shall be charged \$450.00.
9. Customers shall not be responsible for meters that were damaged prior to that Customer taking service or meters that were damaged by a third party.



| Mississippi Public Service Commission Rate Schedule No.<br>34 |                                   |        |
|---|-----------------------------------|--------|
| Water Service Charges and Fees                                |                                   | WSCF-1 |
| Effective Date  | Date of Version Superseded        | Page   |
| <del>March 1,</del><br>2023TBD                                | <del>Original</del> March 1, 2023 | 2 of 2 |

10. Tampering with Company Property: Customers that tamper with their Meter, or any other Company property, shall be charged \$100.00 for the first offense; subsequent offenses shall be charged \$300.00.
11. Unauthorized Connection Charge: In the event the Company finds that a Customer has an unauthorized Service Water connection (meaning a connection has been made to the Company's water system without the Company's knowledge or permission and/or for which a Connection Fee or Inspection Fee, as applicable, has not been paid to the Company), the Customer will be required to pay the original Connection Fee or Inspection Fee, as applicable, and an additional \$100.00 for the unauthorized connection.



| Mississippi Public Service Commission Rate Schedule No.<br>45 |                            |         |
|---|----------------------------|---------|
| Water Service Rules and Regulations                           |                            | WSR-12  |
| Effective Date  | Date of Version Superseded | Page    |
| March 1,<br>2023TBD   | OriginalMarch 1, 2023      | 1 of 16 |

## SERVICE RULES AND REGULATIONS

### 1. DEFINITIONS:

An "Applicant" is a person, firm, corporation, association, governmental body, or other entity which has applied for service; two of more Applicants may make one application for a Main extension.

~~"Commercial Service" means non-residential, non-industrial business enterprise including, without limitation, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches, shopping centers, and public facilities. At the Company's discretion, service may be provided to this class through one or more Meters.~~

The "Commission" means the Mississippi Public Service Commission.

The "Company" means Great River Utility Operating Company.

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.

A "Customer" means a person, firm, corporation, association, municipality, the State of Mississippi, the United States, any federal or state department, subdivision or agency, and any institution or establishment whatsoever taking service from the Company.

"Discontinuance of Service" is the intentional cessation of service by the Company not requested by the Customer.

"Industrial Service" means service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries, and similar establishments. At the Company's discretion, service may be provided to this class through one or more Meters.

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.

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. Even in an indoor setting, the meter is still the property of the Company.



| Mississippi Public Service Commission Rate Schedule No.<br>45 |                            |         |
|---|----------------------------|---------|
| Water Service Rules and Regulations                           |                            | WSR-12  |
| Effective Date  | Date of Version Superseded | Page    |
| March 1,<br>2023TBD   | OriginalMarch 1, 2023      | 2 of 16 |

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.

A “Month” means an interval of approximately thirty (30) calendar days between successive Meter read dates, except when the calendar month is specified.

“Non-Residential Service” means any service that is not Residential Service as defined herein, including but not limited to, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches, shopping centers, and public facilities. At the Company’s discretion, service may be provided to this class through one or more Meters. Non-Residential Service shall include service to any multi-tenant residential complex wherein each Unit is not separately metered.

“Residential Service” means one Customer in a single-family dwelling on one premise for residential purposes only. Residential purposes may include rental to roomers of not more than four rooms in such dwelling and serving meals to not more than eight boarders. Residential Service may, at Company’s discretion, include service to separately metered Units within a multi-tenant residential complex. individually metered residences. Residences are defined as consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation.

A “Returned Check” is a check that is returned to the Company from any bank unpaid for any reason.

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. This Service Connection shall be owned and maintained by the Company. 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 said Service Connection shall be deemed to end at the edge of the street abutting the Customer’s property.

A “Subdivision” is any land in the state of Mississippi 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.

A “Termination of Service” is cessation of service requested by the Customer.



| Mississippi Public Service Commission Rate Schedule No. <u>45</u> |                            |                |
|---|----------------------------|----------------|
| Water Service Rules and Regulations                               |                            | WSR- <u>12</u> |
| Effective Date  | Date of Version Superseded | Page           |
| March 1, 2023TBD  | OriginalMarch 1, 2023      | 3 of 16        |

“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. The charge for such service, for any of the reasons specified in Section 8(A), shall result in a Disconnection Fee.

“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. The charge for such service, following the disconnection pursuant to Section 8(A), shall result in a Reconnection Fee.

The word “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~~, non-residential, or owned or leased. Each mobile home in a mobile home park and each rental Unit of a multi-tenant rental property shall be considered as separate units for each single family or firm occupying same as a residence or place of business.

The “Water Service Line” is a pipe with appurtenances installed, owned, maintained, repaired, and replaced by the Customer, at Customer’s sole expense, 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.

## 2. GENERAL RULES & REGULATIONS

- A. The Company’s Rules and Regulations governing public utility 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. ~~Following written notice to the customer, the Company may change a customer’s applicable rate tier in the event there is change in service that disqualifies the customer from its current rate tier and makes the customer eligible for a different rate tier.~~
- B. The Company reserves the right, subject to approval of the 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.
- C. 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 Mississippi and the Rules and Regulations of the 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.





| Mississippi Public Service Commission Rate Schedule No. 45 |                            |         |
|--|----------------------------|---------|
| Water Service Rules and Regulations                        |                            | WSR-12  |
| Effective Date   | Date of Version Superseded | Page    |
| March 1, 2023TBD   | OriginalMarch 1, 2023      | 4 of 16 |

3. COMPANY EMPLOYEES AND CUSTOMER REGULATIONS

- A. Employees or agents of the Company are expressly forbidden to demand or accept in person any compensation for any services rendered to its Customers, except as provided in the Company's Service Rules and Regulations.
- B. No employees or agents of the Company shall have the right or authority to bind the Company by any promise, agreement, or representation except as permitted in the terms, conditions and rates of these Service Rules and Regulations.

4. APPLICATION FOR SERVICE

- A. Service rendered by Company shall be subject to the provisions of this Tariff and the lawfully applicable rate schedules on file with the Commission, and the supply and taking of such service shall, for the purposes of this Tariff, constitute an Application for Service if no written agreement for service or application for service has been executed. Applicants for water service may be required to make such application in writing via the Company's website [www.centralstateswaterresources.com/great-river/](http://www.centralstateswaterresources.com/great-river/) (or through other means acceptable to the Company in its sole discretion) on forms supplied by the Company and shall state fully and truthfully the uses to which the water is to be supplied. When such form is signed by the Customer and accepted in writing by Company, it becomes binding and is termed an agreement for service. Should such agreement be lost or destroyed, the form shall be presumed conclusively to be standard. If an application for service is not signed by Customer, the rendering of service by Company and the accepting of such service by Customer shall impose the same obligation on each as if it had been executed.
- B. If service is requested at a point not already served by a Main of adequate capacity or the service requires the addition of additional capacity including wells or storage capacity, a Main of adequate size shall be extended, or additional production capacity added, as may be necessary in accordance with the Company's Service Extension Policy. 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.
- C. A new application shall be made and approved by the Company, upon any changes in use or occupancy of property or in the service as described in the application, and the Company shall be at liberty, upon five-day written notice, to discontinue water supply until such application has been made and approved. When Customer changes addresses, Customer shall give reasonable notice to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been



**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule No.<br><u>45</u> |                            |         |
|--|----------------------------|---------|
| Water Service Rules and Regulations                                  |                            | WSR-12  |
| Effective Date   | Date of Version Superseded | Page    |
| March 1,<br>2023TBD  | OriginalMarch 1, 2023      | 5 of 16 |

received and Company has had a reasonable time, but not less than three (3) days, to discontinue service.

- D. Deposit: The Company may require from any Customer or prospective Customer a cash deposit to guarantee the payment of any bills due or which may become due from such Customer and safe return of all property belonging to the Company installed at the Customer's premises or elsewhere. Such required deposit shall not exceed an amount equivalent to a single estimated average bill in the case of residential Customers and two (2) estimated maximum bills for any other Customers. Residential Customers may negotiate monthly installments for initial service deposits in excess of One Hundred Dollars (\$100.00) provided that the entire amount of the deposit is paid within sixty (60) days.
- E. Upon request, the Company shall refund the cash deposit collected from a residential Customer or waive any requirement of cash deposit from a residential Customer or waive any requirement of cash deposit from a residential Customer when such person meets the following specific criteria: (i) presents satisfactory proof that his or her age is sixty (60) years of more. A birth certificate or a current government-issued identification card shall be considered satisfactory proof of age; (ii) indicates that he or she is a primary user of the utility service and subscribed for such service in his or her own name; (iii) affirms responsibility for the payment of bills for the utility; and (iv) has demonstrated a reasonable payment pattern by having had no balance carried forward from one month's bill to the next during the prior twelve-month period. In the event that such deposit has been refunded or waived and the Customer's payment pattern changes from the foregoing to one of greater frequency of past due bills or bills with prior balances, Customers will be required to restore the deposit so refunded or waived plus any additional amount required to guaranteed payment up to the limits set forth in this section.
- F. Interest on Deposits: Cash deposits made by customers which are held by the Company for one (1) year or more, shall earn simple interest that is no less than the twelve-month average of the 10-year Treasury Note Yield as published by the Federal Reserve System, but not to exceed the general interest rate established by Mississippi Code Ann. §75-17-1(1). The applicable interest rate will be determined and posted on the Commission's website on or before December 15 of each calendar year and will be effective for the prospective year. All accrued interest held by the Company shall be paid in cash or credited to the Customer's account on or before July 1<sup>st</sup> of each successive third year during which service is connected. The principal sum of the cash deposit and any unpaid interest shall be applied to the Customer's final bill, and any excess amount shall be paid to the Customer in cash. Cash deposits held for less than one full year shall earn no interest.





| Mississippi Public Service Commission Rate Schedule No.<br>45 |                            |         |
|---|----------------------------|---------|
| Water Service Rules and Regulations                           |                            | WSR-12  |
| Effective Date  | Date of Version Superseded | Page    |
| March 1,<br>2023TBD   | Original March 1, 2023     | 6 of 16 |

- G. Refusal to Serve: Company may decline to provide service to a Customer for any of the following reasons: (i) failure to comply with any of the rules and regulations of the Company; (ii) lack of adequate facilities to render the service requested or the requested service is likely to unfavorably affect the service to other Customers; (iii) the Applicant is indebted to the Company for the same kind of service, provided, however, that in the event that the indebtedness is in dispute, the Applicant shall comply with the deposit requirement, and, in addition thereto, make a special deposit in the amount equal to the lesser amount of the net balance in dispute or \$500 (if a residential Customer) or 50% of the net balance (if a non-residential Customer). Upon settlement of the dispute account, the balance, if any, of such special deposit due the Applicant shall be promptly repaid including interest as provided by Commission Rule.
- H. In any case of a dispute concerning refusal of service, Customer may submit a complaint with the Commission pursuant to the Commission's Rules.
- I. The following shall not constitute sufficient cause for refusal of service to a present or prospective Customer: (i) delinquency in payment for service by a previous occupant (not of the same household as the present Applicant) of the premises to be served; (ii) failure to pay for merchandise purchased from the Company; or (iii) failure to pay for a different kind of public utility service, except pursuant to an agreement to disconnect water service for failure to pay sewer bills.<sup>5</sup>
- J. Residential Customers may request a written explanation of the Company's decision to refuse service. The explanation shall include the reason service is being declined and what actions the Customer must take in order to receive service. The Applicant shall provide the Company with a valid mailing or email address where the response can be mailed or delivered via email. The Company shall provide and make available to their Applicants at all offices and on the Company's website appropriate forms for use by the Customer to request an explanation of the Company's decision to decline service. The Company shall mail or deliver via email the written explanation within seven (7) calendar days after receipt of the written request by mailing U.S. Mail, postage prepaid, or via email, to the known address of the potential ratepayers.

## 5. IMPROPER OR EXCESS USE

<sup>55-3</sup> Any disconnection agreement entered into between the Company and another waste-water provider shall be pre-approved by the Commission pursuant to a filing made in compliance with RP 10 of the Commission's Public Utilities Rules of Practice and Procedure.



| Mississippi Public Service Commission Rate Schedule No.<br><u>45</u> |  |         |
|--|--|---------|
| Water Service Rules and<br>Regulations                               |  | WSR-12  |
| Effective Date   | Date of Version Superseded               | Page    |
| <del>March 1,</del><br><u>2023TBD</u>                                | <del>Original</del> <u>March 1, 2023</u> | 7 of 16 |

- 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 any utility property including a fire hydrant or water Meter or attempt to operate the shutoff valve on the Meter yoke, or allow any such action.
- E. The Customer shall not attempt to take unmetered water from the Company's 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.

6. SERVICE CONNECTION

- 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. Separate buildings that are not on one lot that cannot be subdivided shall be served through separate Water Service Lines.
- B. The Service Connection will be installed from the Main at a point determined by the Company when a proper application is made. The size of the service line and Meter will be determined by the Company and will be sufficient size to properly serve the Customer.
- C. The Service Connection from the water Main to the Customer's property line shall be owned and maintained by the Company. The Company will construct the Service Connection, outdoor Meter Setting and Curb Stop, as necessary, and make the connection



| Mississippi Public Service Commission Rate Schedule No.<br>45 |                            |         |
|---|----------------------------|---------|
| Water Service Rules and Regulations                           |                            | WSR-12  |
| Effective Date  | Date of Version Superseded | Page    |
| March 1, 2023TBD  | Original March 1, 2023     | 8 of 16 |

to the Main, within three (3) business days of an application for service, or within the time period specified in the application for service.

- 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. Customer 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 Customers, Customer's agent.
- E. Existing Water Service Lines and Service Connections may be used in connecting with new buildings only when they are found by examination and testing by a plumber, at the Customer's expense, not to constitute a hazard to the health and safety of any Customer or the Company's facilities.
- F. The Company reserves the right to discontinue serving any Customer, or not to commence serving any Customer whose plumbing does not conform to all regulations of any proper authority governing same.
- G. The Company shall in no event be responsible for maintaining the lines and fixtures on Customer's property or for damage done by water escaping therefrom.
- H. The Customer shall not use the service furnished in any manner that interferes with the rendering of proper service to other Customers of the Company.
- I. The Company will notify Customers of any interruption of service whenever possible. Customer, however, shall be responsible for protecting against damage of any kind to any of their plumbing, equipment, facilities, machinery, boilers, etc., that might arise out of the sudden discontinuance of water service for any reason. Except as provided in Section 9 herein, the Company will not be liable for damage because of interruption or failure to give notice thereof.

## 7. METERS

- A. Company will furnish and install the necessary Meter, and Customer shall provide and maintain a location, free of expense and satisfactory to the Company, for its installation. Customer shall protect the Meter against damage by or tampering by unauthorized persons. The Meter box, even in an indoor setting, is exclusively the Company's property and trespassers will be dealt with in accordance with the law applicable thereto. No persons or person, except employees of the Company, will be allowed to install, remove, or repair Meters.



| Mississippi Public Service Commission Rate Schedule No. <u>45</u> |                                   |                |
|---|-----------------------------------|----------------|
| Water Service Rules and Regulations                               |                                   | WSR- <u>12</u> |
| Effective Date  | Date of Version Superseded        | Page           |
| <del>March 1, 2023</del> TBD                                      | <del>Original</del> March 1, 2023 | 9 of 16        |

- B. The Company reserves the right to test Meters whenever it believes to be necessary, but without charge to the Customer.
- C. The Company shall have access to the Customer's premises at all reasonable times and free to all tolls or other charges for the purpose of reading or testing its Meters or other facilities and for all other purposes necessary to enable the Company to render proper service to the Customer and to its other Customers. Meter boxes will not be locked, and all Meters will be available for inspection by both Customers and the Company. When the Customer requests a Meter to be turned on, it will be assumed that the Customer knows the condition of his plumbing and the Company shall not be responsible for the injury to the Customer or to the Customer's employees or to the Customer's property, premises, equipment, or facilities caused by water escaping on or in the Customer's premises.
- D. Company shall make a test of the accuracy of any water service Meter upon request of the Customer. The Customer shall be notified of the time and place of such test so that Customer may be present to witness the testing. A written report giving the result of such test shall be made to the Customer requesting the test. The original record shall be kept on file at the office of the Company.
8. DISCONTINUANCE OF SERVICE

- A. Reasons: Service under any application, including public fire service and any other public or private use, may be discontinued for any of the following reasons:
1. Non-payment of a delinquent account not in dispute;
  2. Failure to post a security deposit or guarantee acceptable to the Company;
  3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises;
  4. Misrepresentation of identity in obtaining utility service;
  5. Enclosing or obstructing any Meter so as to make reading or repairs unreasonably difficult;
  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;



| Mississippi Public Service Commission Rate Schedule No.<br>45 |                            |          |
|---|----------------------------|----------|
| Water Service Rules and Regulations                           |                            | WSR-12   |
| Effective Date  | Date of Version Superseded | Page     |
| March 1,<br>2023TBD   | Original March 1, 2023     | 10 of 16 |

8. Violation of any of these Rules and Regulations on file with and approved by the 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 a Commission-approved disconnection agreement between the Company and the requesting sewer utility.<sup>6</sup> 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 Customer's sewer service in lieu of any notification required by these Rules and Regulations.
- B. None of the following shall constitute sufficient cause for the Company to discontinue service:
1. Life Threatening Situation: Company shall not discontinue service to any residential Customer for a period of sixty (60) days for nonpayment when the utility receives written notice from a medical doctor licensed to practice in the State of Mississippi, or any adjoining state, certifying that Discontinuance of Service would create a life-threatening situation for the Customer or other permanent resident of the Customer's household. Company shall provide and make available to their Customers at all offices and on the Company's website appropriate forms for use by the Customer in certifying the life-threatening situation. The utility shall issue a receipt to the Customer acknowledging receipt of the written notice pursuant to this rule;
  2. Except as provided in Section 8(A)(ix), 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;
  3. 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;
  4. Delinquency in payment for service by a previous occupant (not of the same household as the present applicant) of the premises to be served; or

---

<sup>6</sup> Any disconnection agreement entered into between the Company and another waste-water provider shall be pre-approved by the Commission pursuant to a filing made in compliance with RP 10 of the Commission's Public Utilities Rules of Practice and Procedure.



**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule No. <u>45</u> |                            |          |
|---|----------------------------|----------|
| Water Service Rules and Regulations                               |                            | WSR-12   |
| Effective Date  | Date of Version Superseded | Page     |
| March 1, 2023 TBD   | Original March 1, 2023     | 11 of 16 |

5. Violation of the Company's rules pertaining to operation of nonstandard equipment which interferes with service to others, or other services such as communication services, unless the Customer has first been notified and been afforded reasonable opportunity to comply with said rules; provided, however, that where a dangerous condition exists on a customer's premises, service may be refused or discontinued without notice.

C. Procedure

1. Company shall not discontinue service to any Customer for violation of its rules and regulations nor for nonpayment of bills without first having used due diligence to give the Customer notice of such violation or delinquency and reasonable opportunity to comply with its rules and regulations or to pay his bills. In no case shall service be actually discontinued until after at least (5) five days written notice shall have been given to the Customer by the utility; provided, however, for fraudulent, careless, negligent, or unlawful use of the commodity or service, or where a dangerous condition is found to exist on the Customer's premises, service may be discontinued without advance notice. This notice shall include a date on or after discontinuance may occur. Such notice may be given by the utility by mailing by U.S. Mail, postage prepaid, to the known address of the Customer. Notice of delinquencies shall be considered to be given to the Customer when a copy of such notice is left with such Customer, left at the premises where service is provided, or posted in the U.S. Mail, addressed to the Customer at his last known address. A Customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service.
2. A discontinuance notice provided to a Customer shall include: a) the name and address of the Customer, the service address if different than the Customer's address; b) a statement of the reason for the proposed Discontinuance of Service and the cost for reconnection; c) how the Customer may avoid the discontinuance; d) 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 e) 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 displaced where the Customer may make an inquiry.
3. Company shall not discontinue service for non-payment of bills to a residential Customer on any Saturday or Sunday or any holiday observed by the Company unless Company is open to accept payment (including, but not limited to, a money order) and restore service on those days.





**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule No.<br><u>45</u> |  |                |
|--|--|----------------|
| Water Service Rules and<br>Regulations                               |  | WSR- <u>12</u> |
| Effective Date   | Date of Version Superseded               | Page           |
| <del>March 1,</del><br><u>2023TBD</u>                                | <del>Original</del> <u>March 1, 2023</u> | 12 of 16       |

4. Company shall reconnect service in a prompt and efficient manner on the first business day after the balance due has been received by the utility, except under extreme circumstances where ongoing restoration efforts prevent reconnection from occurring within that time period.

**D. Change in Location of Service or Premises Served**

1. When at a Customer's request, the utility changes the location or premises at which service is rendered, the service at the new and old locations or premises and the account therefore shall, for the purposes of these rules, be deemed one service and one account and the change of the location or premises to which service is rendered shall not be deemed to affect the rights of the utility with regard to the application of deposit or Discontinuance of Service for non-payment of the account.

**E. Other**

1. Discontinuance of Service to a Unit for any reason shall not prevent the Company from pursuing any or all lawful remedies by action at law or otherwise for the collection of monies due from the Customer, which remedies shall be cumulative.
2. 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.
3. The Company has the right to refuse or to discontinue service to any Unit to protect itself against fraud or abuse.
4. The Company shall deal with Customers, handle Customer accounts, and manage Discontinuance of Service procedures in accordance with the Commission's Rules and Regulations.
5. Applicable Reconnection and Disconnection Service charges are specified in the Schedule of Service Charges.
6. Where service has been discontinued for violation of any rule contained herein, the Company shall not be required to restore service until all unpaid accounts due from the Customer to the Company have been paid in full plus a re-connection charge as shown in the Company's current tariffs.
7. When a service is discontinued for any other cause, it will not be restored until the cause of the suspension has been removed or remedied.



| Mississippi Public Service Commission Rate Schedule No. <u>45</u> |                                   |          |
|---|-----------------------------------|----------|
| Water Service Rules and Regulations                               |                                   | WSR-12   |
| Effective Date  | Date of Version Superseded        | Page     |
| <del>March 1, 2023</del> TBD                                      | <del>Original</del> March 1, 2023 | 13 of 16 |

8. The Company shall not be liable for damage occasioned by suspension of service when such suspension is affected in accordance with these provisions.

9. INTERRUPTION OF SERVICE

- A. All water furnished by the Company for human consumption or for domestic uses shall be pure, wholesome, potable, not dangerous to health and insofar as practicable, free from objectionable odor and taste. All water furnished by the Company for human consumption or household purposes shall comply with all requirements of the Mississippi State Board of Health.
- B. The Company shall have the right to suspend service temporarily to make necessary repairs or improvements to its system and shall notify the customers affected as soon as circumstances permit and shall prosecute the work with due diligence and with the least possible inconvenience to its customers. It is expressly stipulated by the Company that no claims shall be made against it and that no person shall be entitled to any damages nor to have any portion of payment refunded by reason of such shut off or the breaking of any pipe or service pipe or by reason of any other interruption of the supply of water caused by the breaking of machinery or for causes beyond its control. Company shall supply Customer a steady and reliable supply of water but does not warrant or guarantee the service against irregularities or interruptions. Company shall not be liable to Customer, whether under contract or otherwise, for any damages or loss, direct or consequential, by reason of the failure of the Company to supply, or the Customer to receive water, or for any interruption or abnormalities in the supply of water to Customer where such failure, interruption, reduction, abnormalities, or other irregularity, directly or indirectly, (i) is due to the negligence of Company, or its employees or contractors, and does not constitute gross negligence of or a willful default by Company or (ii) is the result, in whole or in part, of injunction, fire, strike, lockouts and other industrial or labor disturbances, riot, explosion, storm, hurricane, wind, lightning, flood, accident, breakdown, material shortage, delay in delivery, power interruption, governmental or regulatory action or inaction (including but not limited to action sought or supported by Company), acts of God, acts of any public enemy, civil disturbance, epidemics and pandemics, sabotage, delay or failure of performance by a third party, war, national emergency, voluntary cooperation by the Company in any method of operation with, or in any program recommended or requested by civil or military authorities, or as a result of other acts or conditions, whether of the same or different type, which are beyond the reasonable control of the Company.
- C. The Company shall exercise reasonable diligence to furnish a continuous and adequate supply of water to its customers and to avoid any shortage or interruption of delivery thereof. It cannot, however, guarantee complete freedom from interruption. The Company shall have the right to reserve a sufficient supply of water at all times in its reservoirs to





| Mississippi Public Service Commission Rate Schedule No.<br><u>45</u> |                                   |                |
|--|-----------------------------------|----------------|
| Water Service Rules and<br>Regulations                               |                                   | WSR- <u>12</u> |
| Effective Date   | Date of Version Superseded        | Page           |
| March 1,<br><u>2023TBD</u>   | <del>Original</del> March 1, 2023 | 14 of 16       |

provide for fires or other emergencies. If compliance with orders or formal requests of any governmental agency, curtailing or diverting Company's available water resources, makes it impossible for Company to supply the full water requirements of or part of its Customers, Company shall not be liable for any injury or loss caused by the resultant curtailment, in whole or in part, of its supply or water to any Customer. During times of threatened or actual water shortage, the Company shall apportion its available water supply among its customers as directed by the city or Commission. In the absence of direction from the city or Commission, it shall apportion the supply in the manner that appears most equitable under the circumstances then prevailing with due regard to public health and safety.

- D. The Company does not guarantee any specific pressure for its service, the pressure will be that which will naturally result from the pressure maintained at the source of supply, the size of the Mains, the Customer's piping, and the elevation of the Customer's property. The Company shall make every effort to maintain a pressure on its distribution systems which shall not at any time fall below the minimum of 35 PSI or rise above the maximum pressure of 125 PSI at the Customer's service connection. However, on rural lines where fire protection is not furnished, the minimum pressure may be as low as 25 PSI.
- E. Water will be temporarily turned off at any premises upon the written request of the Customer; water service being turned off at the request of the Customer will not in any way affect the existing application.
- F. No persons, or person, other than those authorized by the Company, shall turn the water on or off at any corporation stop or Curb Stop, or move the Meter. In event the Company is unable to secure and / or maintain adequate right of way (including franchise, licenses and certificates) upon terms satisfactory to Company, Company's obligation to render service shall cease. Without reimbursement Customer shall furnish right of way on premises owned or controlled by Customer for Company's facilities necessary or incidental to service the Customer and shall maintain the Company in the use and occupancy thereof.
- G. As reflected in Section 8(A)(ix), the Company may disconnect water service for non-payment of a sewer bill if a Commission-approved disconnection agreement exists between the water and wastewater Company.

#### 10. BILLINGS AND PAYMENTS

- A. Upon the authority of the Mississippi Public Service Commission, the Company shall read Meters and render regular bills on a monthly, bi-monthly, or quarterly basis. Bills shall show the Meter reading and date at the end of the period covered by the bill, the quantity consumed, the gross and / or net amount of the bill, the dates of the bill or of delinquency, and if practicable, the designation of the applicable rate schedule and other essential facts



| Mississippi Public Service Commission Rate Schedule No. <u>45</u> |                               |          |
|---|-------------------------------|----------|
| Water Service Rules and Regulations                               |                               | WSR-12   |
| Effective Date  | Date of Version Superseded    | Page     |
| <del>March 1, 2023</del> TBD                                      | Original <u>March 1, 2023</u> | 15 of 16 |

upon which the bill is based. Company is authorized to calculate and render customer bills pursuant to the monthly flat rates in the Company's Commission-approved rate schedules in the event a meter has not yet been installed or the existing meter is damaged unreadable, or inaccessible.

- B. 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.
- C. Each Customer is responsible for furnishing the Company a correct mailing and/or email address for billing purposes. 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. To the extent that the Company did not require an application for service, then all bills and notices shall be mailed or delivered to the service address.
- D. 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.
- E. **Payment by check or money order may be remitted to Great River Utility Operating Company, P.O. Box 676422, Dallas, Texas 75627-6422.** Additional payment options may be available on the Company's website at [www.centralstateswaterresources.com/great-river/](http://www.centralstateswaterresources.com/great-river/).
- F. Disputed Bills
1. Residential Customers: In the event of a dispute between the Customer and the Company respecting any bill, the Company shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the Customer. When the amount to be paid is in question, the Customer may make a deposit with the utility in an amount equal to the lesser of the amount of the disputed bill or five-hundred dollars (\$500.00), whereupon service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the Customer shall be promptly repaid.
  2. Non-Residential Customers: In the event of a dispute between the Customer and the Company respecting any bill, the Company shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the Customer.



| Mississippi Public Service Commission Rate Schedule No. <u>45</u> |  |                |
|---|--|----------------|
| Water Service Rules and Regulations                               |  | WSR- <u>12</u> |
| Effective Date  | Date of Version Superseded               | Page           |
| <del>March 1, 2023</del> <u>TBD</u>                               | <del>Original</del> <u>March 1, 2023</u> | 16 of 16       |

When the amount to be paid is in question, the Customer may make a deposit with the Company covering no less than fifty percent (50%) of the amount of the disputed bill, whereupon service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the Customer shall be promptly repaid.

- G. Meter Errors, Corrected and Pro-Rated Bills: Whenever a Meter in service is found, upon tests made by the Company or Commission in response to Customer complaints, to be in error in excess of three per cent (3%) or two per cent (2%) fast in case of Meter found to have been in service without a record test for a period of longer than that prescribed by the Commission for each kind of Meter as determined by the method herein prescribed by the Commission for finding the average error for each kind of Meter, a correction to the Customer shall be made as follows: a) If the date the Meter first became incorrect can be definitely ascertained, the correction shall be for the amount charged since that date over or below what the billing would have been had the Meter registered with one hundred (100) per cent accuracy. b) In all other cases, the correction shall be calculated as follows: The Customer's metered consumption for a period of three (3) months, next preceding the date of the test or the date the Meter was removed for the purpose of test, shall be reduced or increased by the application of the percentage of error related to one hundred (100) per cent accuracy as determined by the test. The rates effective during said period shall be applied to this adjusted consumption and the difference between the amount so obtained and the actual billing shall be refunded or charged to the Customer; provided, however, that no refund shall be allowed in any case if the seal on the Customer's Meter or Metering equipment is found to be broken or if there is any other evidence that the Meter or Metering equipment has been tampered with.
- H. Separate Metering and Billing: Separate Customer premises shall be metered and billed separately even if under common ownership, and combined Metering or billing shall not be permitted. Such premises shall be considered separate when not on the same tract or contiguous tracts of land or served from separate services, or when each is a complete Unit not physically integrated with, or essentially a part of the other or others. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts. This rule does not require that existing office or apartment buildings separate the services to each office or apartment in the individual buildings.
- I. If a Customer's bill has not been paid after twenty-one (21) days from the billing date, on or after the twenty-second (22<sup>nd</sup>) day the Company will send a written notice of its intent to disconnect service in five (5) or more days unless payment is received. Water service will then be disconnected on or after the twenty-eighth (28<sup>th</sup>) day. A Late Payment Charge may be added to the Customer's bill. To restore service a Customer may be required to pay a reconnection fee, any amount still owed for a previous billing, and a Late Payment



| Mississippi Public Service Commission Rate Schedule No.<br>45 |                            |          |
|---|----------------------------|----------|
| Water Service Rules and Regulations                           |                            | WSR-12   |
| Effective Date  | Date of Version Superseded | Page     |
| March 1,<br>2023TBD   | Original March 1, 2023     | 17 of 16 |

Charge. If a Customer fails to pay the Late Payment Charge, even if the Customer has paid the previous billing, the Company will send a written notice that service will be disconnected in ninety (90) days for non-payment.

11. LATE PAYMENT CHARGE

- A. All Customer payments received twenty-two (22) days after the date of billing may be assessed an \$8.00 late payment charge. The Company shall not levy a Late Payment Charge on any portion of a bill which represents a previous Late Payment Charge. For purposes of this section, a payment received by a utility shall be credited first to any outstanding Late Payment Charge, if any.
- B. If the last day of any period calculated hereunder is a Saturday, Sunday, or Legal Holiday, then the period in question shall extend to the next full business day.

12. FIRE HYDRANT SERVICE:

- A. In addition to furnishing domestic and commercial service, each utility furnishing fire hydrant service must be able, within a reasonable period of time after notice, to supply fire hydrant service to local fire fighting equipment and facilities. No utility shall, however, be required to install larger mains or fire hydrants or otherwise supply fire service unless proper contractual arrangements shall have been made with the utility by the municipality, agency or individual desiring such service.
- B. No person shall operate fire hydrants except Company employees, members of the Fire Department and governmental employees authorized to flush sewer and storm drains. No person shall take water from any fire hydrant for street sprinkling. Upon proper notice from the appropriate firefighting agency, the Company will install necessary fire hydrants.



| Mississippi Public Service Commission Rate Schedule No.<br>65 |                            |         |
|---|----------------------------|---------|
| Water Service Extension Policy                                |                            | WSEP-21 |
| Effective Date  | Date of Version Superseded | Page    |
| March 1,<br>2023 TBD  | Original March 1, 2023     | 1 of 2  |

### SERVICE EXTENSION POLICY

1. This rule shall govern the extension of Mains or the installation of additional water production capacity and/or storage by the Company within its certified area where the existing production, storage, or transmission infrastructure is inadequate for the service requested by the Applicant(s).
2. Upon receipt of a written application for a service 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 wells, storage, 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.
3. Applicant(s) shall enter a contract with the Company for the installation of said extension and shall tender to the Company the amount determined in paragraph 2 above. The costs quantified in paragraph 2 are independent of any Service Connection fees. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that any new production facilities, Mains of twelve inches (12") of greater diameter, and the reconstruction of existing facilities must be installed by the Company.
4. The cost to an Applicant(s) connecting to an extension contributed by other Applicant(s), shall be as follows:
  - A. For single-family residential Applicant(s) applying for service in a platted Subdivision, the Company shall divide the actual cost of the extension paid by other Applicant(s) 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.
  - B. For single-family residential Applicant(s) applying for service in areas that are unplatted in Subdivision lots, an Applicant(s) cost shall be equal to the total cost of the extension divided by the total length of the Main extension in feet times one hundred (100 feet).
  - C. For industrial, ~~commercial~~ non-residential, or multifamily residential Applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs 4(a) and 4(b) above, multiplied by the flow factors of the Applicants' Meter. The flow factors of the various size of the Meters are as follows:



| Mississippi Public Service Commission Rate Schedule No. <u>65</u> |  |                 |
|---|--|-----------------|
| Water Service Extension Policy                                    |  | WSEP- <u>21</u> |
| Effective Date  | Date of Version Superseded               | Page            |
| <del>March 1,</del><br><u>2023 TBD</u>                            | <del>Original</del> <u>March 1, 2023</u> | 2 of 2          |

| <u>Meter Size</u> | <u>Flow Factor</u> |
|-------------------|--------------------|
| 5/8"              | 1                  |
| 1"                | 2.5                |
| 1 1/2"            | 5                  |
| 2"                | 8                  |
| 3"                | 15                 |
| 4"                | 25                 |

5. Refunds of funds paid by Applicant(s) for any estimated costs or actual costs of an extension shall be made to such Applicant(s) as follows:
  - A. Should the actual cost of the extension be less than the estimated cost as determined in paragraph 2, above, the Company shall refund the difference to the Applicant(s) as soon as the actual cost has been ascertained.
  - B. During the first ten (10) years after the extension is completed, the Company will refund to the Applicant(s) who paid for the extension the money collected from Applicant(s) based upon the allocations for each Customer in accordance with paragraph 4, above. The refund shall be paid within a reasonable time after the money is collected. The requirement to make a refund shall attach to the property. Thus, if the original Applicant(s) has moved, then the refund shall be made to the new property owner.
  - C. The sum of all refunds to any Applicant shall not exceed the total amount which the Applicant(s) has paid net of the allocated cost to such Applicant pursuant to paragraph 4.
6. Extensions made under this rule shall be and remain the property of the Company.
7. 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.
8. 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.
9. No interest will be paid by the Company on payments for an extension made by the Applicant(s).
10. 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.





| Mississippi Public Service Commission Rate Schedule<br>No. <del>76</del> |                                   |                      |
|--|-----------------------------------|----------------------|
| Formula Rate Plan  |                                   | FRP- <del>21</del>   |
| Effective Date   | Date of Version Superseded        | Page                 |
| March 1,<br><del>2023</del> TBD  | <del>Original</del> March 1, 2023 | 1 of <del>12</del> + |

## I. GENERAL

Formula Rate Plan Rider FRP ("Rider FRP") is authorized under Section 77-3-2(3) of the *Mississippi Code of 1972, as amended*, as a formula type rate of return evaluation rate. Rider FRP defines the procedure by which the rates contained in the Great River Utility Operating Company, LLC ("Great River" or "Company") rate schedules may be periodically adjusted. Rider FRP shall apply, in accordance with the provisions of Section II below, to all water and wastewater service billed under the Company's Rate Schedules, whether metered or unmetered, subject to the jurisdiction of the Mississippi Public Service Commission ("MPSC" or "Commission"). The computation of time prescribed in this Rider FRP shall be in accordance with the Commission's Rules, as such rules may be amended from time to time.

## II. APPLICATION AND ANNUAL REDETERMINATION PROCEDURE

### A. RATE ADJUSTMENTS

The Rate Adjustments shall be determined in accordance with the provisions of Sections II.B and II.C below.

### B. ANNUAL FILING REPORT AND REVIEW

#### i. FILING DATE AND FILING REQUIREMENTS

On or before February 28<sup>th</sup> of each year, Great River shall file a report with the Commission containing a calculation of the Company's revenue requirement and Actual Return on Rate Base based for the twelve months ending December 31 of the previous year (the "Test Year") prepared in accordance with the provisions of Section II.C below. This annual filing shall be referred to as the "FRP Annual Report". Any revised rate schedules shall be filed with the FRP Annual Report incorporating any revenue adjustment determined in accordance with the provisions of Section II.C below. Consistent with Commission Rules, separate FRP Annual Reports shall be filed for each service provided, one for water and one for wastewater. Each FRP Annual Report will be separately docketed each year. For purposes of rate adjustments under this Rider FRP, the information listed in Attachment 4 shall be deemed to meet the filing requirements required by Commission Rule.

#### ii. INTERIM RATES AND PERMANENT RATES

If the FRP Annual Report indicates a revenue and rate adjustment is needed, Great River shall implement the following:

- a. **Interim Rate:** This rate shall be implemented beginning with the first billing cycle of April and shall be designed to collect the entire revenue requirement, including



**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule<br>No.76 |                            |          |
|--|----------------------------|----------|
| Formula Rate Plan  |                            | FRP-21   |
| Effective Date   | Date of Version Superseded | Page     |
| March 1,<br>2023TBD  | Original March 1, 2023     | 2 of 12+ |

any revenue adjustments indicated by the FRP Annual Report, over the remaining nine (9) months of the calendar year (April through December). The Interim Rate shall become effective upon Great River providing a bond or other surety traditionally used by Mississippi public utilities to secure such obligations. The Interim Rate is subject to a two percent (2%) cap of the Test Year aggregate retail revenues and will remain in effect through the date of implementation of the rates approved by a Commission order, or by operation of the terms of this Rider FRP.

b. **Permanent Rate:** Upon approval of the FRP Annual Report by Commission order or by operation of the terms of this Rider FRP, Permanent Rates calculated consistent with the methodology below shall become immediately effective:

1. The Permanent Rate shall be designed to collect the authorized annual revenue requirement over a twelve-month (12) period. Permanent Rates shall remain effective until superseded by subsequent rates implemented pursuant to the procedures of this Rider FRP or otherwise by Commission order.
  2. A surcharge or refund will be designed and implemented with the Permanent Rate and will cease with the last billing cycle of the calendar year. This rate is designed to collect or return any necessary adjustment to ensure the full annual revenue requirement is collected for the current calendar year.
- c. The Interim Rate, Permanent Rate and surcharge or refund shall be designed to collect the Commission approved calendar year's revenue requirement within the same calendar year.

### iii. REVIEW PERIOD

The Mississippi Public Utilities Staff ("Staff"), its outside advisors, if any, and all interveners of record (each a "Party" and collectively the "Reviewing Parties") shall have a total of eighty (80) calendar days from the date of filing to review the FRP Annual Report and document and report any errors, issues or disputes. The Reviewing Parties may request clarification and additional supporting data in accordance with the Commission's Rules governing data requests. The response to any request for clarification or additional supporting data shall be provided within twenty (20) calendar days of the request. If the Reviewing Parties should detect any error(s) in the application of the provisions of Rider FRP or should otherwise disagree with any of the computations, revenues, or costs included in such computations, such error(s) and/or disagreements shall be formally communicated in writing to the Commission and Great River within eighty (80) calendar days of filing. Each such indicated error or disagreement shall include documentation of the proposed correction. The Company shall then have ten (10) calendar days to review any proposed corrections and/or





**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule<br>No. <u>76</u> |  |                |
|--|--|----------------|
| Formula Rate Plan  |  | FRP- <u>21</u> |
| Effective Date   | Date of Version Superseded               | Page           |
| <del>March 1,</del><br><u>2023 TBD</u>                               | <del>Original</del> <u>March 1, 2023</u> | 3 of <u>12</u> |

adjustments, to work with the Reviewing Parties to resolve any differences and to file a revised rate schedules reflecting all corrections and adjustments upon which the Reviewing Parties agree. The Company shall provide the Reviewing Parties with all work papers supporting any revisions made to the FRP Annual Report initially filed for the Test Year.

To the extent that there are no issues raised during the annual review period of the FRP or any issues raised are amicably resolved, i.e., there are no unresolved issues to be addressed pursuant to Section II.B.iv, the Company and Reviewing Parties shall submit a summary of the proceedings to the Commission for consideration as timely as practicable, including the terms under which any issues have been resolved and the resulting effect on revenue requirement and rates.

#### iv. RESOLUTION OF DISPUTED ISSUES

In the event there is an unresolved dispute between Great River and one or more of the Reviewing Parties, before the conclusion of the ninety (90) day review period, the parties shall jointly submit to the Commission a statement of the issues to be resolved. Any Party may separately submit memoranda supporting their respective positions. The Commission shall render a ruling on such disputed issues on or before the first billing cycle of July of the filing year. Notwithstanding the provisions above, in the event the Test Year revenue requirement remains unauthorized or unapproved, Great River may implement, subject to refund by subsequent order of the Commission, a Rate Under Bond comprised of the Permanent Rates and surcharge/refund described above beginning with the first billing cycle of July upon Great River providing bond or other surety traditionally used by Mississippi public utilities to secure such obligations. The Permanent Rate portion of the Rate Under Bond to be placed into effect shall be calculated based in accordance with Section II.B.ii.b.1 above.

If a dispute or error is resolved such that there are changes in the revenue requirement and initially implemented schedule of rates pursuant to the above provisions, a revised revenue requirement and revised schedule of rates containing such further modified revenue requirement shall be submitted to the Commission within five (5) days of the Commission's order resolving the dispute. In addition to reflecting the Commission's ruling on the disputed issue, the final revenue requirement and revised schedules of rates shall also reflect the adjustments necessary to recover or credit the estimated revenue increase or decrease, respectively, that would have resulted had the final revenue requirement been implemented initially. Such revised rates reflecting the modified revenue requirement shall then become effective at the end of five (5) days, unless approved earlier by order of the Commission, and shall remain in effect until superseded by new rates established under this Rider FRP.



| Mississippi Public Service Commission Rate Schedule<br>No.76 |                            |          |
|--|----------------------------|----------|
| Formula Rate Plan  |                            | FRP-21   |
| Effective Date   | Date of Version Superseded | Page     |
| March 1,<br>2023TBD  | OriginalMarch 1, 2023      | 4 of 12+ |

## C. ANNUAL REDETERMINATION OF RATE ADJUSTMENTS

### i. DEFINITION OF TERMS

#### a. TEST YEAR

The Test Year shall be the twelve-month period ending December 31 immediately preceding the year in which the FRP Annual Report is filed. Attachment 1 to Rider FRP is a list of authorized ratemaking adjustments allowable to the per books amounts during the Test Year.

#### b. SYSTEM ACQUISITION REGULATORY ASSET

A regulatory asset referred to herein as the System Acquisition Regulatory Asset ("SARA") will be accrued to reflect any operating losses incurred and booked during the Test Year associated with any newly acquired utility system not yet being charged a rate under Great River's approved Tariff. The SARA will accrue for such systems from the date of acquisition until the rates are next adjusted within the FRP, at which point the system will be subject to consolidated rates, adjusted for any RMRA (discussed below) and will no longer incur the SARA operating losses. The SARA operating loss for an acquired system will be calculated using the following formula for each acquired service area:

Revenue - General & Administrative Expense - Operations & Maintenance =  
SARA Operating Loss.

For each system to which this provision is applicable during the Test Year, Great River must submit the operating loss calculations for the SARA consistent with Attachment 2 of the FRP. The SARA will be submitted and reviewed annually as part of the FRP Annual Filing Report review and is subject to adjustment as part of those proceedings. The approved SARA will be amortized for ratemaking purposes over a seven (7) year period with: (1) the unamortized portion included in Rate Base; and (2) the amortized amount included as Amortization of Regulatory Asset.

#### c. RATE MITIGATION REGULATORY ASSET

~~For the first year a newly acquired utility system is charged rates under~~In Docket Nos. 2022-UN-86 and 2022-UN-87, Great River's approved Tariff (i.e. not rates from previous system owner), was authorized to establish a regulatory asset (referred to herein as the Rate Mitigation Regulatory Asset ("RMRA")) will be accrued for the purpose of deferring to defer a percentage of annual general and administrative expense and operation and maintenance expense during the Test Year, for any utility system subject to the rates calculated pursuant to this FRP for



| Mississippi Public Service Commission Rate Schedule<br>No.76 |                            |          |
|--|----------------------------|----------|
| Formula Rate Plan  |                            | FRP-21   |
| Effective Date   | Date of Version Superseded | Page     |
| March 1,<br>2023TBD  | Original March 1, 2023     | 5 of 12+ |

the first time. For newly acquired RMRA was discontinued for any system acquisitions approved on or after January 1, 2025. For water systems previously subject to RMRA the deferral percentage shall be fifteen-sixteen and one-half percent (16.5%); for newly acquired sewer systems the deferral percentage shall be thirty-one-two percent (32%). The RMRA deferral shall be limited to one (1) year per utility system, previously subject to RMRA. For each system to which this provision is applicable during the Test Year, Great River shall submit the deferral calculations for the RMRA consistent with Attachment 2 of the FRP. The RMRA will be submitted and reviewed annually as part of the FRP Annual Filing Report review and is subject to adjustment as part of those proceedings. The approved RMRA will be amortized for ratemaking purposes over a seven (7) year period with: (1) the unamortized portion included in the Rate Base; and (2) the amortized amount included as Amortization of Regulatory Asset.

**d. ACTUAL RETURN ON RATE BASE**

The Actual Return on Rate Base ("AROR") to be included in the FRP Annual Report shall be determined using the schedule included in Attachment 3 and shall reflect the actual results for the Test Year, as recorded on the Company's books in accordance with NARUC Uniform System of Accounts and as adjusted per the terms of Attachment 1.

**e. BENCHMARK RETURN ON RATE BASE**

The Benchmark Return on Rate Base ("BROR") for filing years 2024, 2025 and 2026 shall equal to 8.95%. The Commission shall initiate a review of provisions of Rider FRP following the conclusion of the FRP Annual Filing Report for 2026 to re-evaluate the methodology for determining the BROR to apply prospectively beginning with filing year 2027.

**f. RANGE OF NO CHANGE**

The Range of No Change shall be the range of values with a lower limit ("Lower Point") equal to .50% below the BROR and an upper limit ("Upper Point") equal to .50% above the BROR.

**g. ADJUSTMENT POINT**

The Return on Rate Base Adjustment Point ("Adjustment Point") shall be equal to the midpoint of the Range of No Change.

**ii. REVENUE ADJUSTMENTS**



| Mississippi Public Service Commission Rate Schedule<br>No. <u>76</u> |  |                |
|--|--|----------------|
| Formula Rate Plan  |  | FRP- <u>21</u> |
| Effective Date   | Date of Version Superseded               | Page           |
| <del>March 1,</del><br><u>2023 TBD</u>                               | <del>Original</del> <u>March 1, 2023</u> | 6 of <u>12</u> |

A determination shall be made pursuant to this section as to whether Great River's revenues should be increased, decreased or remain the same. If it is determined that revenues should be increased or decreased, revised rate schedules shall be adjusted and filed with the FRP Annual Filing Report. The determination of any change to current revenue shall be made in accordance with the following rules:

**a. NO RIDER FRP CHANGE**

There shall be no change in Great River's revenue requirement and rates for FRP if the AROR is within the Range of No Change (i.e., greater than or equal to the Lower Point and less than or equal to the Upper Point).

**b. RIDER FRP INCREASE - ROE**

If the AROR is less than the Lower Point, Great River's revenue requirement for FRP shall be increased by one hundred percent (100%) of the amount necessary to bring the AROR to the Adjustment Point.

**c. RIDER FRP DECREASE - ROE**

If the AROR exceeds the Upper Point, Great River's revenue requirement for FRP shall be reduced by one hundred percent (100%) of the amount necessary to bring the AROR to the Midpoint.

**iii. RIDER FRP REVENUE ALLOCATION**

The Rider FRP Revenue, as determined under the provisions of Section II.C.ii above, shall be allocated to each applicable rate schedule based on each rate schedule's relative percent of total revenues. This percentage shall be developed by dividing the Rider FRP Revenue increase/decrease by the total applicable base revenue.

**III. PROVISIONS FOR OTHER RATE CHANGES**

**A. EXTRAORDINARY COST OR REVENUE CHANGES**

If Great River experiences a single extraordinary increase or decrease or multiple extraordinary increases or decreases in expenses or revenue, or a single extraordinary increase or decrease or multiple extraordinary increases or decreases in base revenues, net of any related offsetting increases or reductions in expenses, in a test year having a net annual revenue requirement impact exceeding ten percent (10%) on a Mississippi retail jurisdictional basis, Great River may file for rate or other relief outside the provisions of this Rider FRP, but in accordance with the law of the State of Mississippi governing such filings, and the request will be handled by the Commission in accordance with its



| Mississippi Public Service Commission Rate Schedule<br>No. <del>76</del> |  |                    |
|--|--|--------------------|
| Formula Rate Plan  |  | FRP- <del>21</del> |
| Effective Date   | Date of Version Superseded               | Page               |
| <del>March 1,</del><br><u>2023 TBD</u>                                   | <del>Original</del> <u>March 1, 2023</u> | 7 of <del>12</del> |

regulations and applicable law governing such filings. In no event, shall any such ratemaking provide for multiple recoveries of the same expenses or revenues, whether in the same or subsequent years.

#### B. SPECIAL RATE FILINGS

The FRP shall not preclude Great River from proposing revisions to existing rate schedules or new rate schedules, such as experimental, developmental, and alternative rate schedules, to address competitive and other business needs. Great River shall file any such proposed rate schedules or changes with the Commission and the Commission shall evaluate Great River's proposals in accordance with the rules and procedures then in effect.



| Mississippi Public Service Commission Rate Schedule<br>No. <del>76</del> |  |                    |
|--|--|--------------------|
| Formula Rate Plan  |  | FRP- <del>21</del> |
| Effective Date   | Date of Version Superseded               | Page               |
| <del>March 1,</del><br>2023 <u>TBD</u>                                   | <del>Original</del> <u>March 1, 2023</u> | 8 of <del>12</del> |

#### C. FORCE MAJEURE

If any cause beyond the reasonable control of the Company, such as natural disaster, damage or loss of major capital equipment, orders or acts of civil or military authority, terrorist attacks, government mandates, the happening of any event or events which cause increased costs to the Company, or other causes, whether similar or not, results in a deficiency in revenues which is not readily capable of being redressed in a timely manner under Rider FRP, Great River may file for rate or other relief outside the provisions of this Rider FRP, but in strict accord with the law of the State of Mississippi governing such filing and said request will be handled by the Commission in accordance with its regulations and applicable law governing such filings.

#### IV. EFFECTIVE DATE AND TERM

Rider FRP shall continue in effect until modified or terminated by the Commission in accordance with the law of the State of Mississippi. If this Rider FRP is terminated by a future order of the Commission, the then-existing ~~t~~Total FRP ~~R~~revenue shall continue to be in effect until new base rates reflecting the then-existing ~~t~~Total FRP revenue are duly approved and implemented. Further, any unamortized portion of the SARA or RMRA deferrals shall be included in future rates until fully amortized. Nothing contained in the Rider FRP shall limit the right of any party to file an appeal as provided by law.



| Mississippi Public Service Commission Rate Schedule<br>No.76 |                            |          |
|--|----------------------------|----------|
| Formula Rate Plan  |                            | FRP-21   |
| Effective Date   | Date of Version Superseded | Page     |
| March 1,<br>2023TBD  | OriginalMarch 1, 2023      | 9 of 12+ |

### ATTACHMENT 1

#### ADJUSTMENTS TO TEST YEAR BOOK AMOUNTS

The Company's ratemaking adjustments to the per books amounts shall be limited to the following:

1. Long term debt interest expense shall be annualized by summing the per books long-term debt interest in December of the Test Year and multiplying the result times twelve (12).
2. Rate base shall be as of December 31 per the books of the Company.
3. Depreciation expenses shall be annualized by multiplying the per books depreciation expense incurred in December of the Test Year times twelve (12).
4. Property tax expense shall be annualized by multiplying the current effective millage rate times the December 31 plant in service.
5. Interest income shall be annualized by multiplying the per books interest income incurred in December of the Test Year times twelve (12).
6. All fines and penalties shall be excluded from expenses.
7. All charitable contributions shall be excluded from expenses.
8. All political contributions and lobbying activities shall be excluded from expenses.
9. The SARA authorized by Rider FRP shall not be included in any of these prescribed adjustments to ensure there is no double recovery of those expenses. An amortized portion of the SARA shall, however, be included as an expense in the Test Year and the unamortized portion included in rate base.
10. The RMRA authorized by Rider FRP shall not be included in any of these prescribed adjustments to ensure there is no double recovery of those expenses. An amortized portion of the RMRA shall, however, be included as an expense in the Test Year and the unamortized portion included in rate base.
11. The Company or the Staff may propose that unusual or nonrecurring revenues or expenses incurred during the Test Year either may be excluded from expenses altogether or deferred and amortized over a reasonable number of years. The party making such a proposal shall have the burden to demonstrate that it is just and reasonable.
12. The tax consequences of any adjustment shall be calculated in arriving at Net Income.
13. Except as otherwise provided in the Rider FRP, the Company shall not include post-Test Year adjustments.





**GREAT RIVER**  
Utility Operating Company

| Mississippi Public Service Commission Rate Schedule<br>No.76 |                            |           |
|--|----------------------------|-----------|
| Formula Rate Plan  |                            | FRP-21    |
| Effective Date   | Date of Version Superseded | Page      |
| March 1,<br>2023TBD  | OriginalMarch 1, 2023      | 10 of 12+ |

## **ATTACHMENT 2**

### **SYSTEM ACQUISITION REGULATORY ASSET**

For as long as a SARA remains on Great River's books, each Annual FRP Report shall contain the following information and documentation:

1. All calculations in their native format detailing the operating costs of each system included in the regulatory asset.
2. All calculations in their native format detailing the revenues included from those customers of each system included in the regulatory asset.
3. All calculations in their native format detailing the losses included from those customers of each system included in the regulatory asset along with a narrative detailing each type of expense.
4. A narrative detailing the difference in operating expenses from the most recent annual report or audited financial report, if available, for each system included in the regulatory asset.
5. Any amortization expense associated with any and all SARA on Great River's books.

Without exception, any losses included in the regulatory asset should not be double counted as an expense in any current or future test year of the FRP.

### **RATE MITIGATION REGULATORY ASSET**

For as long as a RMRA remains on Great River's books, each Annual FRP Report shall contain the following information and documentation:

1. All calculations in their native format detailing the operating costs of each system included in the regulatory asset.
2. Any amortization expense associated with any and all RMRA on Great River's books.

Without exception, any costs deferred in the regulatory asset should not be double counted as an expense in any current or future test year of the FRP.



**GREAT RIVER**  
Utility Operating Company  
1100 North 11th St.  
Birmingham, AL 35203

| Mississippi Public Service Commission Rate Schedule<br>No. 76 |                            |           |
|---|----------------------------|-----------|
| Formula Rate Plan   |                            | FRP-21    |
| Effective Date  | Date of Version Superseded | Page      |
| March 1,<br>2023TBD   | Original March 1, 2023     | 11 of 12+ |

**ATTACHMENT 3**

**CALCULATION OF ACTUAL RETURN ON RATE BASE**

| Line # | Description (B)                           | Test Year Actual (C) | Adjustments (D) | Test Year Total (E) | Note (F)                         |
|--------|---|----------------------|-----------------|---------------------|----------------------------------|
| 1      |   |                      |                 |                     |                                  |
| 2      | Operating Revenue                         |                      |                 |                     |                                  |
| 3      |   |                      |                 |                     |                                  |
| 4      | Operating Expenses                        |                      |                 |                     |                                  |
| 5      | General & Administrative Expense          |                      |                 |                     |                                  |
| 6      | Operations & Maintenance Expense          |                      |                 |                     |                                  |
| 7      | Depreciation                              |                      |                 |                     |                                  |
| 8      | Capitalization of Regulatory Asset        |                      |                 |                     |                                  |
| 9      | Amortization, Miscellaneous               |                      |                 |                     |                                  |
| 10     | Amortization of Regulatory Asset          |                      |                 |                     |                                  |
| 11     | Total Operating Expenses                  |                      |                 |                     | Sum of Lines 5-10                |
| 12     |   |                      |                 |                     |                                  |
| 13     | Gross Operating Income                    |                      |                 |                     | Line 2 less Line 11              |
| 14     |   |                      |                 |                     |                                  |
| 15     | Interest Expense                          |                      |                 |                     |                                  |
| 16     |   |                      |                 |                     |                                  |
| 17     | Funds Available for Income Tax and Equity |                      |                 |                     | Line 13 less Line 15             |
| 18     |   |                      |                 |                     |                                  |
| 19     | Less Income Taxes                         |                      |                 |                     | Statutory tax rate times Line 17 |
| 20     |   |                      |                 |                     |                                  |
| 21     | Net Income                                |                      |                 |                     | Line 17 less Line 19             |
| 22     |   |                      |                 |                     |                                  |
| 23     | Rate Base                                 |                      |                 |                     |                                  |
| 24     |   |                      |                 |                     |                                  |
| 25     | Actual Return on Rate Base                |                      |                 |                     | Line 21 divided by Line 23       |
| 26     |   |                      |                 |                     |                                  |



| Mississippi Public Service Commission Rate Schedule<br>No. <del>76</del> |  |                     |
|--|--|---------------------|
| Formula Rate Plan  |  | FRP- <del>21</del>  |
| Effective Date   | Date of Version Superseded               | Page                |
| <del>March 1,</del><br><u>2023TBD</u>                                    | <del>Original</del> <u>March 1, 2023</u> | 12 of <del>12</del> |

#### ATTACHMENT 4

#### FILING REQUIREMENTS

Each FRP Annual Report shall contain the following documentation, data and information:

1. Input Schedule of Financial Assumptions;
2. Balance Sheet for the Test Year;
3. Income Statement for the Test Year;
4. Rate Comparison Sheet of Existing and Adjusted Rates;
5. Rate Base Detail;
6. RMRA and SARA calculations in accordance with Attachment 2 above;
7. Calculated AROR for the Test Year in accordance with Attachment 3 above; and
8. Revenue Adjustment Calculation.
9. Summary of Adjustments to Test Year Book Amounts; and
- 8-10. Copy of notice to customers sent pursuant to Rule 9 of the Commission's Rules.