

**NONUNANIMOUS AGREEMENT REGARDING DISPOSITION OF
SMALL UTILITY COMPANY REVENUE INCREASE REQUEST**

TIMBER CREEK SEWER COMPANY

MO PSC FILE NO. SR-2026-0093

BACKGROUND

The Timber Creek Sewer Company (“Company” or “Timber Creek”) initiated the small company revenue increase request ("Request") for sewer service that is the subject of the above-referenced Missouri Public Service Commission ("Commission") File Number by submitting a letter to the Secretary of the Commission in accordance with the provisions of Commission Rule 20 CSR 4240-10.075, Staff Assisted Rate Case Procedure. In its request letter, which was received at the Commission's offices on December 15, 2025, the Company set forth its request for an increase of approximately \$890,000 in its annual operating revenues. The Company also acknowledged that the design of its customer rates, its service charges, its customer service practices, its general business practices, and its general tariff provisions would be reviewed during the Commission Staff's ("Staff") review of the revenue increase request and could thus be the subject of Staff's recommendations. The Company provides sewer service to approximately 2,520 customers. Timber Creek's last Staff-assisted rate case was in case SR-2010-0320.

Pursuant to the provisions of the Staff Assisted Rate Case Procedure and related internal operating procedures, Staff initiated an audit of the Company's books and records, a review of the Company's customer service and general business practices, a review of the Company's existing tariff, an inspection of the Company's facilities and a review of the Company's operation of its facilities. (These activities are collectively referred to hereinafter as Staff's "investigation" of the Company's Request.)

Upon completion of its investigation of the Company's Request, Staff provided the Company and the Office of the Public Counsel ("Public Counsel") with information regarding Staff's investigation and the results of the investigation, including Staff's initial recommendations for resolution of the Company's Request.

RESOLUTION OF THE COMPANY'S RATE INCREASE REQUEST

Pursuant to negotiations held subsequent to the Company's and Public Counsel's receipt of the above-referenced information regarding Staff's investigation of the Company's request, Staff and the Company hereby state the following agreements¹:

- (1) The agreed upon revenue requirement increase of \$425,000 (32.6% increase) added to the level of annualized operating revenues at present rates of \$1,300,613 results in overall annual revenues of \$1,725,613. This revenue requirement is just and reasonable and designed to recover the Company's cost of service;
- (2) The agreed upon net rate base for sewer service is \$4,240,154. The development of this amount is shown on the rate base worksheet that is found in Attachment A, incorporated by reference herein. This amount is included in the audit work papers in the ultimate determination of the revenue requirement shown in (1) above;
- (3) To allow the Company the opportunity to collect the revenue requirement agreed to in (1) above, the rates as shown on Attachment B, incorporated by reference herein, are just and reasonable rates that the Company will be allowed to charge its customers. The impact of these rates will be as shown on Attachment C, also attached and incorporated by reference herein;
- (4) The report of the Engineering Analysis Department, found in Attachment D and incorporated by reference herein, includes the depreciation rates used by Staff in its revenue requirement analysis and shall be the prescribed schedule of plant depreciation rates for Timber Creek;
- (5) The report generated by the Customer Experience Department and Water, Sewer, Gas and Steam Department are incorporated by reference herein, and appears as attachments E and F, respectively;
- (6) For the purposes of implementing the agreements set out in this disposition agreement, modernizing its tariff book to comply with PSC regulations, and adopting changes requested by the parties, Timber Creek agrees to file PSC MO Number 3, cancelling PSC MO Number 2 within 5 business days of the filing of this disposition agreement. The new tariff book will be substantially similar to the exemplar tariff book attached as Attachment G. The proposed tariff revisions will bear an effective date of August 30, 2026;
- (7) The Company agrees to file a rate case not less than once every four years until such time as the Commission orders a different frequency or the parties agree to a modification of this provision;
- (8) The Company and Staff will begin meeting within 90 days of a Commission order approving this agreement, and continue meeting at least every 90 days, to work toward potential revision of the contracts for wholesale customers to eliminate the current Equivalent Dwelling Unit methodology. The parties agree to offer the existing wholesale customers an opportunity to participate in the development methodology. Staff and the Company may cancel the remaining meetings when a

¹ The Office of Public Counsel does not join in this disposition agreement but has stated that it does not object to the agreement reached by Staff and the Company.

mutually agreeable proposal is reached, or the parties reach an impasse. The Company agrees to file a proposal to revise the wholesale contract rates with its next rate increase request;

(9) The Company agrees to immediately begin executing contracts for sewer extensions, per Rule 11 of its tariff;

(10) The Company agrees to charge only the rates contained in its tariff and will not change rates outside of a rate case before the Commission. The Company agrees to provide, upon request by OPC or Staff, an Excel spreadsheet of bills issued for all customers for a month as designated by OPC or Staff;

(11) The Company agrees to immediately begin complying with regulations governing the preservation of utility records, as adopted by the National Association of Regulatory Utility Commissioners (“NARUC”) by properly maintaining its journal entries, general ledger, and records of plant additions and retirements, including the following:

- General ledgers and journal entries must be retained for 20 years. Source documentation for all money expended will be retained until such time as a utility receives a base rate change.
- Plant in service records showing the description, location, and cost of utility plant must be retained for 6 years after the plant is retired or sold.
- If any records are destroyed before the required retention period expires, the utility must file a certified statement with the Commission within 90 days of discovering the destruction, detailing the circumstances.

(12) The Company agrees to maintain its asset records separately for both plant investment and Contributions in Aid of Construction (CIAC) investment in a systematic and organized manner following the USOA Class A Sewer account guidelines consistently for all transactions. The Company will use an asset management system or equivalent method—tracking plant in service, additions (recorded at original cost when the asset is placed in service), retirements (original cost will be removed from both plant and accumulated reserve at date of retirement for the asset), salvage, cost of removal, and original cost data by vintage and USOA account, and identifying assets classified as CIAC unitized by plant account separately from plant investment made by the Company. The same rules for original cost additions and retirements apply for CIAC plant as apply to the plant investment. The Company also agrees to provide the above records along with a property unit catalog that includes descriptions of each account, descriptions of the items included in each account, and quantification of each item within the account;

(13) In order to assist Staff and the Company with discovery in its next rate case, the Company will immediately begin to categorize by expense type (equipment, tools, supplies, maintenance, etc.) and label (by NARUC USOA Account – Class A Sewer Utility) each receipt/invoice that will be provided to Staff, specifically each transaction within a credit card statement. In addition, the Company will label on source documentation the length of each subscription for all subscriptions or services that are longer than one year.

(14) The Company will retain complete copies of all federal and state income tax returns with supporting documentation.

(15) The Company agrees to record and provide Staff with any metrics, calculations, and supporting documentation related to the decision to declare common stock and preferred stock dividends;

(16) The Company agrees that for purposes of the revenue requirement in this case only: the base amount for the property tax tracker is \$3,426; the tracker representing an amortization of rate case expense associated with Case No. SR-2010-0320 is (\$14,267) over 10 years; and the tracker for the CCTV contract amortization is \$67,500 over 10 years;

(17) The Company agrees to immediately implement a Complaint Log to track both internal and external complaints, in accordance with 20 CSR 4240-13.040(5)(B);

(18) The Company agrees to immediately modify their disconnection notice to include reference to the possibility of a payment agreement, in accordance with 20 CSR 4240-13.050(4)(E). The Company and Staff also agree that future communication of disconnection notices may be via a single email that includes substantially similar information to what is currently communicated to Staff. Within 90 days of the effective date of a Commission order, the Company and Staff will negotiate the format of such an email so as to enable efficiency by both parties;

(19) The Company agrees to modify its billing system so as to cease charging late fees after service has been disconnected, except for the bill immediately preceding disconnection if it was not yet past due at the time of disconnection, and to log all disconnections on the date the customer stopped receiving water service;

(20) Within 90 days of the effective date of a Commission order approving this agreement the Company agrees to refund late fees to all current customers who were previously charged late fees after disconnection during the last two years, via a bill credit;

(21) Within 60 days of the effective date of a Commission order approving this agreement the Company agrees to modify billing statements and Account Transaction History documents to remove all references to liens going forward.

(22) Within 30 days of the effective date of a Commission order approving this agreement the Company agrees to update its service application to include notice that automated payments are withdrawn during the first five days of the month;

(23) Staff or Public Counsel may conduct follow-up reviews of the Company's operations to ensure that the Company has complied with the provisions of this Nonunanimous Disposition Agreement;

(24) Staff may file a formal complaint against the Company, if the Company does not comply with the provisions of this Nonunanimous Disposition Agreement;

(25) The Company and Staff agree that they have read the foregoing Disposition Agreement, that facts stated therein are true and accurate to the best of the Company's knowledge and belief, that the foregoing conditions accurately reflect the agreement reached between the parties; and that the Company freely and voluntarily enters into this Disposition Agreement; and

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

ADDITIONAL MATTERS

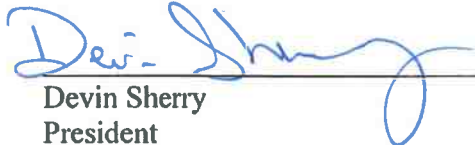
Other than the specific conditions agreed upon and expressly set out herein, the terms of this Nonunanimous Disposition Agreement (“Agreement”) reflect compromises between Staff the Company, and no party has agreed to any particular ratemaking principle in arriving at the amount of the annual operating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

The Company and Staff acknowledge that Staff will be filing this Nonunanimous Disposition Agreement and the attachments hereto, in the existing case, and that the Company will file the proposed tariff revisions called for in the Agreement. The Company also acknowledges that Staff may make other filings in this case.

Additionally, the Company agrees that subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff shall have the right to provide an oral explanation to support its entering into this Nonunanimous Disposition Agreement, if the Commission requests one at any agenda meeting at which this case is noticed to be considered by the Commission. Subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff will be available to answer Commission questions regarding this Nonunanimous Disposition Agreement. To the extent reasonably practicable, Staff shall provide the Company with advance notice of any such agenda meeting so that it may have the opportunity to be present and/or represented at the meeting.

SIGNATURES

Agreement Signed and Dated:


Devin Sherry
President
Timber Creek Sewer Company


Date


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


Date

List of Attachments

- Attachment A – Ratebase Worksheet
- Attachment B – Rate Design Worksheets
- Attachment C – Billing Comparison Worksheet
- Attachment D – Engineering Analysis Department Report
- Attachment E – Customer Experience Department Report
- Attachment F – Water, Sewer, Gas and Steam Department Report
- Attachment G – Exemplar Tariff Book

Timber Creek Sewer Company
 Case No. SR-2026-0093
 Test Year TME 12-31-2025
 Update Through February 28, 2026
RATE BASE SCHEDULE

Line Number	A Rate Base Description	B Percentage Rate	C Dollar Amount
1	Plant In Service		\$8,857,880
2	Less Accumulated Depreciation Reserve		\$3,300,130
3	Net Plant In Service		\$5,557,750
4	ADD TO NET PLANT IN SERVICE		
5	Cash Working Capital		\$0
6	Contributions in Aid of Construction Amortization		\$4,087,200
7	TOTAL ADD TO NET PLANT IN SERVICE		\$4,087,200
8	SUBTRACT FROM NET PLANT		
9	Federal Tax Offset	0.0000%	\$0
10	State Tax Offset	0.0000%	\$0
11	City Tax Offset	0.0000%	\$0
12	Interest Expense Offset	0.0000%	\$0
13	Contributions in Aid of Construction		\$5,404,229
14	TOTAL SUBTRACT FROM NET PLANT		\$5,404,229
15	Total Rate Base		\$4,240,721

Timber Creek Sewer Company

Development of Tariffed Rates-Sewer

Revenues Generated by Current Tariffed Rates	\$ 1,104,986
Agreed-Upon Overall Revenue Increase	\$ 425,000
Percentage Increase Needed	38.462%

Customer Rates

Customer	Current	Proposed
Platte Co.	\$ 36.71	\$ 50.13
Clay Co.	\$ 28.50	\$ 50.13
Fox Creek Clubhouse	\$ 36.71	\$ 70.19
Running Horse Clubhouse	\$ 36.71	\$ 200.53
Townhomes of Oak Valley Clubhouse	\$ 36.71	\$ 70.19
Seven Bridges Clubhouse	\$ 329.66	\$ 325.86
Shiloh Springs Golf Course	\$ 534.74	\$ 501.33
Grinder Pump Fee	\$ 5.00	\$ 6.02

Meter Size	Number of Customers	Factor	Customer Equivalents	Proposed Customer Charge
Residential	2515	1.0	2515.0	\$ 50.13
Fox Creek	1	1.4	1.4	\$ 70.19
Running Horse Clubhouse	1	4.0	4.0	\$ 200.53
Townhomes of Oak Valley Clubhouse	1	1.4	1.4	\$ 70.19
Seven Bridges Clubhouse	1	6.5	6.5	\$ 325.86
Shiloh Springs Golf Course	1	10.0	10.0	\$ 501.33
	2520		2538	

Cost to Recover in Rates, less grinder pump increase \$ 1,527,032 = \$ 50.13 Per customer equivalent

Grider pump operations cost	\$ 17,473
Test Year Revenues	\$ 14,520
Increase Needed	\$ 2,953
Customers	242
Rate	\$ 6.02

Future Commercial customers, for which a water use analysis has not been conducted.

Meter Size	Factor	Proposed Rate
5/8	1.0	\$ 50.13
3/4	1.1	\$ 55.15
1	1.4	\$ 70.19
1.5	1.8	\$ 90.24
2	2.9	\$ 145.39
3	11.0	\$ 551.46
4	14.0	\$ 701.86
6	21.0	\$ 1,052.79

Timber Creek Sewer Company

Residential Customer Bill Comparison-Sewer

Current Base Customer Charge	Proposed Base Customer Charge	Current Usage Rate	Proposed Usage Rate
\$36.71	\$50.13	\$0.000	\$0.000

MONTHLY BILL COMPARISON

Current Rates

Customer Charge	\$ 36.71
Usage Charge	\$ -
Total Bill	\$ 36.71

Proposed Rates

Customer Charge	\$ 50.13
Usage Charge	\$ -
Total Bill	\$ 50.13

INCREASES

Customer Charge

\$ Increase	\$13.42
% Increase	36.57%

Usage Charge

\$ Increase	\$0.00
% Increase	N/A

Total Bill

\$ Increase	\$13.42
% Increase	36.57%

MEMORANDUM

TO: Missouri Public Service Commission Official Case File
Case No. SR-2026-0093, Timber Creek Sewer Company's Staff Assisted Rate Case

FROM: Amanda Arandia April 29, 2026
Engineering Analysis / Date

SUBJECT: Staff Report and Recommendation on Timber Creek Sewer Company's
Depreciation Rates

DATE: April 29, 2026

SUMMARY

Depreciation is the systematic allocation of the cost of utility plant over its estimated service life and represents the recovery of invested capital as assets are used to provide service. Utility plant is recorded and tracked within Uniform System of Accounts ("USOA") plant accounts, which group assets of similar function and characteristics. The average service life ("ASL") is then determined based on historic account data and reflects the average expected life of all units of a group when new, often by USOA account. The depreciation rate, or the rate at which the utility can recover its investment, can then be determined for a specific account based on its ASL. This recovery is known as depreciation expense. The ongoing balance of depreciation expense over the time the asset is in service is accumulated depreciation reserve.

In ratemaking, depreciation expense is a key component of the revenue requirement and directly impacts both rates charged to customers and the timing of cost recovery by the utility. Accurate depreciation rates are, therefore, critical to ensure that costs are recovered neither too quickly nor too slowly. Overstated depreciation rates can result in premature recovery and over-accumulation of depreciation reserves, while understated rates can delay recovery and understate the true cost of providing service. Accordingly, depreciation rates should reflect reasonable estimates of average service lives, net salvage, and observed plant characteristics.

STAFF REVIEW

The Company's depreciation rates were reviewed for reasonableness based on average service life ("ASL"), historical additions and retirements, current reserve positions, projected reserve positions, and comparison to typical industry practices. To assess whether existing depreciation rates would result in over or under-accumulation of reserves over time, Staff projected depreciation reserve balances over a 10-year period using the average annual additions and retirements observed over the previous 20 years where applicable. Several adjustments are recommended to better align depreciation rates with observed asset conditions and to prevent overaccumulation of depreciation reserves.

Additionally, the current depreciation rate schedule ordered by the Commission in the Company's last rate case included net salvage rates for accounts 392 – Transportation Equipment and account 396 – Power Operated Equipment. Due to the lack of net salvage data provided by the Company, Staff is recommending these be changed to zero. Staff would like to clarify that this change does not affect the company's recovery of depreciable plant, only the projection of depreciation reserves.

Based on its review, Staff recommends the following adjustments:

- **Account 351 – Structures and Improvements:** Decrease from 4.0% to 2.0%. A 50-year ASL is more consistent with industry standards than the currently implied 25-year life. Recent structural improvements, including an epoxy coating¹ which is intended to substantially increase the service life of epoxy coated concrete items booked in this account, support increasing the ASL of the account as a whole. This recommendation recognizes the benefits of the coating while also considering the overall mix of assets in the account.
- **Account 362 – Receiving Wells and Pump Pits:** Decrease from 4.0% to 1.5%. The current rate is projected to result in overaccumulation within a short period. Minimal activity in this account since 2010 supports a longer service life with a decreased depreciation rate.
- **Account 363 – Pumping Equipment:** Decrease from 10.0% to 8.5%. Although observed retirement experience reflects an average age of retirement of approximately 7 years, continuation of the current 10.0% rate (10-year implied life) is projected to overstate depreciation expense and result in over-accumulation by 2033.

¹ Report of Water, Sewer, Gas, and Steam Department Preliminary Field Operations and Tariff Review, pages 3-4.

- **Account 391.1 Office Electronics and Computer Equipment:** Decrease from 14.3% to 5.25%. Staff's reserve projections indicate the current rate would result in over-accumulation within a year. This indicates the existing rate overstates depreciation and should be reduced.
- **Account 397 – Communications Equipment:** Decrease from 6.7% to 0.0%. The account is currently over accumulated with minimal recorded activity since 2010. The existing reserve balance supports suspending depreciation.
- **Account 399.1 – OSHA Required Safety Equipment:** Decrease from 20.0% to 0.0%. The account is currently over accumulated with little activity since 2010. The existing reserve balance supports suspending depreciation.

Staff also identified several concerns regarding the Company's asset recordkeeping and depreciation practices. In response to Data Request No. 0186, the Company indicated that it maintains an asset management system; however, it is not being utilized for asset management purposes. Instead, the system is used primarily for operations and maintenance, while asset records are maintained separately in an Excel spreadsheet. This practice limits the reliability and completeness of plant records. This concern is supported by Company responses to DR's 0011.1 and 0008.9. In response to Data Request No. 0011.1, the Company indicated that "retired amounts" were estimated based on its interpretation of reporting requirements and calculated using depreciated values rather than original cost and including net salvage in its retirements. Although the Company later provided some records of retirement dates and original purchase prices, this methodology introduces uncertainty into the accuracy of accumulated depreciation and reserve balances. In response to Data Request No. 0008.9, the Company indicated equipment initially recorded under Account 399.1 (OSHA Required Safety Equipment) was subsequently reclassified to Account 397 by the Company's CPA during preparation of the annual report.

STAFF RECOMMENDATIONS

Staff recommends that the Commission order the following:

- Adoption of Staff's recommended depreciation rates provided in Attachment A
- The Company to maintain its asset records in a systematic and organized manner—using an asset management system or equivalent method—tracking plant in service, additions, retirements, salvage, cost of removal, and original cost data by vintage and USOA account, and identifying assets classified as Contributions in Aid of Construction (CIAC).

- Provide the above records along with a property unit catalog that includes descriptions of each account, the items included in each account, and accounting instructions for distinguishing operations expense, maintenance expense, and capitalized plant improvements, with its next rate case filing.

TIMBER CREEK SEWER COMPANY
DEPRECIATION RATES
CLASS A
CASE NO. SR-2026-0093

ACCOUNT NUMBER	ACCOUNT	NEW DEPRECIATION RATE (%)	AVERAGE SERVICE LIFE (Years)	NET SALVAGE (%)
	COLLECTION PLANT			
351	Structures & Improvements	2	50	
352.1	Collection Sewers (Force)	2	50	
352.2	Collection Sewers (Gravity)	2	50	
353	Services	2	50	
354	Flow Measurement Devices	3.3	30	
	PUMPING PLANT			
361	Structures & Improvements	4	25	
362	Receiving Wells	1.5	25	
363	Electric Pumping Equipment	8.5	10	
	TREATMENT & DISPOSAL PLANT			
371	Structures & Improvements	3.3	30	
372	Treatment & Disposal Facilities	5	20	
372.1	Oxidation Lagoons or Septic Tank	4	25	
373	Plant Sewers	2.5	40	
374	Outfall Sewer Lines	2	50	
	GENERAL PLANT			
390	Structures & Improvements	2.5	40	
391	Office Furniture & Equipment	3.3	30	
391.1	Office Electronic & Computer Equipment	5.25	7	
392	Transportation Equipment	13	7	0
393	Stores Equipment	4	25	
394	Tools, Shop, & Garage Equipment	5	20	
395	Laboratory Equipment	5	20	
396	Power Operated Equipment	6.7	13	0
397	Communication Equipment	0	15	
399.1	OSHA Required Safety Equipment	0	5	

CUSTOMER EXPERIENCE DEPARTMENT

PRELIMINARY REVIEW

SUBJECT TO CHANGE

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

The objectives of this review are to document and analyze the management control processes, procedures, and practices used by Timber Creek Sewer Company (“Company” or “Timber Creek”) to ensure that its customers’ service needs are met and to make recommendations, where appropriate, by which Timber Creek may improve the quality of services provided to its customers. The findings of this review will also provide the Commission with information regarding Timber Creek’s customer service and business operations.

The scope of this review will focus on the processes, procedures and practices related to:

1. Customer Billing
2. Payment Remittance
3. Credit and Collections
4. Customer Complaint Log and Inquiries
5. Customer Rights and Responsibility Brochure

CXD Staff reviewed the Company’s tariffs, Commission complaint and inquiry records, and other documentation related to the Company’s customer service and business operation. In preparation of this report, CXD Staff submitted initial data requests to Timber Creek on December 18, 2025, and additional data requests as needed. CXD Staff also asked clarifying questions via email and during a January 13, 2026, meeting with the Company. An in-person local public hearing was held on February 18, 2026, and a virtual local public hearing was held on February 19, 2026. Both were attended by CXD Staff.

OVERVIEW

The Company’s corporate office is located at 18305 Cable Bridge Road, P.O. Box 511, Platte City, Missouri 64079. Business hours are Monday-Friday from 9am-4pm. Customers may call Timber Creek at (816) 858-3989. After business hours, customers may use the same

number to report emergencies by selecting Option three (3) in the Interactive Voice Response (“IVR”) menu. Customers with grinder pump issues are requested to call Haynes Equipment at (913) 782-4962. Timber Creek maintains a website which is listed as <http://www.timbercreeksewerco.com>; however, this link now redirects to a new website at <https://timbercreek.mystrikingly.com>. Customers may also email the Company at customerservice@timbercreeksewerco.com. Timber Creek has 7 employees with various job titles. As of February 28, 2026, Timber Creek had 2,520 active sewer customers.

CUSTOMER BILLING

Timber Creek requires customers seeking to initiate service to complete an application for either Clay County or Platte County service, depending on the customer’s location. These applications differ in that they inform the customer of the applicable flat rate in the county (\$36.71 per month for Platte County and \$28.50 for Clay County) but are otherwise identical. The application requires the applicant to provide service address information, contact information, and a signature. It also informs the customer of the Company’s billing and collections process and offers options to sign up for Automated Clearing House (“ACH”) withdrawals, recurring credit card payments, and paperless billing. Timber Creek does not require or collect deposits. Upon initiation of service, Timber Creek sends the customer a new customer brochure as well as additional information regarding grinder pumps, if applicable.

Timber Creek’s billing system is called Utility Management Solutions (“UMS”). Timber Creek bills all of its residential customers on a flat rate. Timber Creek generates and mails postcard bills to customers on or about the 28th of every month. Bills are printed on-site by Timber Creek staff and then separated, verified, and put in trays for delivery to the post office. Customers receive bills either by mail or email if the customer has signed up for paperless billing. Customers are given 21 days to make a payment prior to the assessment of late charges.

A compliance review was conducted to verify that Timber Creek’s billing practices, customer application process, and billing system operations are consistent with the requirements outlined in Chapter 13. This review included an investigation of the Company’s customer account documentation, billing procedures, and customer complaint processes. Staff also reviewed five residential customer bills over three consecutive billing periods, and all bills were found to be compliant with Chapter 13 requirements.

PAYMENT REMITTANCE

Timber Creek customers can pay by cash, check, money order, credit card, ACH payment, iPay, and electronic check. Payments can be made online at <http://www.timbercreeksewerco.com>, over the phone, by mail, in person, or by drop box. Drop box availability is the same as the Company's office hours: Monday-Friday, 9am-4pm. Customers can sign up for monthly ACH withdrawals as well as recurring credit card payments. **

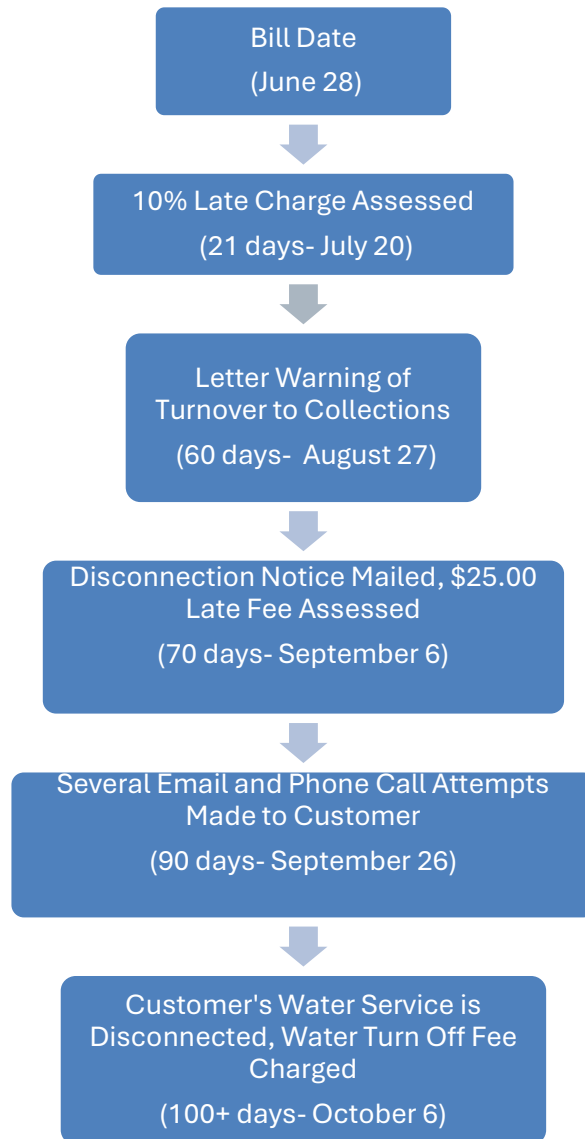
[REDACTED]

[REDACTED] **

ACH payments are automatically made during the first week of the following month after the bill was generated. Credit card, iPay, and electronic checks generate an email to the Company which is reviewed by a Customer Service Representative to ensure that the payment is correctly posted in the billing system. Mailed checks are picked up from the post office each business day, entered into the billing system, then scanned and submitted to the bank.

CREDIT AND COLLECTIONS

Timber Creek considers a bill to be delinquent if the charges are not paid 21 days after the rendition of the bill. Timber Creek's collections process is outlined below, with the presumption of a June 28 bill rendition date:



- 21 days past due: The Company assesses a 10% late charge to the bill. The Company continues to charge the 10% late fee each month thereafter until either the bill is paid or the account is final billed.
- 60 days past due: The Company sends a letter warning that the account may be turned over to Collections with an additional collections fee charged.
- 70 days past due: The Company turns the account over to internal Collections. It sends a certified letter to the customer warning of a potential disconnection and assesses an additional \$25.00 late fee.
- 90 days past due: The Company attempts to contact the customer via several email and phone call attempts.

- 100+ days past due: The Company has the water to the customer's premises disconnected. The customer is charged an additional fee, either \$100 or \$150 depending on the water district contract, for water turn-off.

CUSTOMER COMPLAINT LOG AND INQUIRIES

Customers with questions or concerns may contact Timber Creek by phone, by email, or by leaving a note on the Company's website. The Company's phone number and website can be found on the customer bills. According to Timber Creek, if customers voice a concern over the phone or via email, the issue is routed to the proper person who can address it. If necessary, it can be routed to the President/Board.

CUSTOMER RIGHTS AND RESPONSIBILITIES BROCHURE

In Case No. SA-2022-0338, the Commission ordered the Company to develop and distribute to all customers a customer brochure outlining all of the criteria in Commission Rule 20 CSR 4240-13.040(3) within 30 days of the effective date of the order.¹ Timber Creek complied with that order by sending the new customer brochures to all of its customers on September 27, 2022. Staff reviewed a copy of the new customer brochure provided by the Company and verified that it complies with the requirements of Commission Rule 20 CSR 4240-13.040(3).

PRELIMINARY FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

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

1. ACH Withdrawal Clarification
2. Disconnection Notices- Possibility of a Payment Agreement
3. Service Disconnection Date Recording
4. Lien Language Removal- Bills and Account Documents
5. Late Fees After Service Disconnection
6. Complaint Log

ACH Withdrawal Clarification

Staff reviewed a public comment indicating that there is some customer confusion regarding ACH withdrawals. The customer was confused as to why the ACH drafts occur on the first day of the month when her bills are not due until the 20th of each month. Staff

¹ The effective date of the Order was August 26, 2022.

investigated and found that, under Payment Options on the Timber Creek website, it states that payments will be withdrawn between the 1st and the 5th. However, this information is not presented on the service application. If customers indicate their interest in signing up for ACH withdrawals on the application, they may do so without knowing this information.

The CXD Staff Recommends that the Company:

- *Add information about ACH withdrawal dates to the service application.*

Disconnection Notices- Possibility of a Payment Agreement

In Timber Creek's disconnection process the certified letter, sent after 70 days, acts as the fulfillment of Commission Rule 20 CSR 4240-13.050(5)² and its tariff, which requires a written disconnection notice to be sent by certified mail at least thirty days prior to service disconnection. In its review of Timber Creek's notice, Staff did not see language that offered the customer the possibility of a payment agreement. This is despite the fact that Timber Creek states it is willing to work with customers to delay full, immediate payment based on the circumstances. In this case, Staff is recommending updates to Timber Creek's tariff, including currently-missing language that would require the Company's disconnection notice to offer the possibility of a payment agreement.

The CXD Staff Recommends that the Company:

- *Update its tariff to include a requirement that disconnection notices reference the possibility of a payment agreement,³ and revise its disconnection notices to include reference to the possibility of a payment agreement.*

Service Disconnection Date Recording

If the customer does not pay before 3:00pm on the day specified by the Company in its notifications, the Company sends paperwork to the customer's water district to set up an appointment to shut off water service. However, Timber Creek's records indicate that the disconnections occur on the date that the deadline is passed instead of the date the water service is physically disconnected, which is usually on the next day. Timber Creek's records, therefore, do not accurately reflect when the customer lost service.

² Discontinuance of Service

³ 20 CSR 4240-13.050(4)(E).

The CXD Staff Recommends that the Company:

- *Adopt the practice of logging all disconnections on the date that the customer stopped receiving water service.*

Lien Language Removal- Bills and Account Documents

In the past, Timber Creek’s practice upon disconnection was to place a lien on the customer’s house and charge the customer for the fees associated with placing the lien. Staff reached out to Timber Creek to discourage this practice in early 2023, and it appears that Timber Creek is no longer placing liens on the properties of disconnected customers. However, Staff’s review has found that Account Transaction History documents and customer bills still make reference to tax liens. On customer bills, the disconnection fee is labeled “Disconnect/Lien Fee.” On Account Transaction History documents, the disconnection fee is labeled “Tax Lien.”

The CXD Staff Recommends that the Company:

- *Modify billing statements and Account Transaction History documents to remove all references to liens going forward.*

Late Fees After Service Disconnection

According to Timber Creek, its billing system does not have a feature to suppress the monthly bill after disconnection. After a customer’s service has been disconnected, the billing system continues to assess the monthly amount, up until the account has been closed and a final bill issued. Staff’s review of disconnection cases found an instance where the account remained open for over 10 months after disconnection until payment was received.

To accommodate the limits of its billing system, Timber Creek manually credits the monthly flat rate back to the customer if the customer has already been disconnected. However, Timber Creek does not credit back the late charge. This means that a 10% late charge is applied to every month’s balance, resulting in a continuous increase in the past due balance over time.

Timber Creek’s tariff sheet 5A states:

Billings will be made and distributed at monthly intervals. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is 21 days after rendition of the bill. A charge of 10% times the unpaid balance will be added to delinquent amounts. An additional late fee of \$25.00 will be added to delinquent accounts which are more than 60 days past due.

The current tariff does not clearly specify whether or not the Company may charge a late charge on the same delinquent amount multiple times. However, typically utilities stop assessing additional late fees when billing ceases, i.e., when service has been disconnected and the customer is no longer accumulating service charges. Staff does not believe the practice of continuing to increase the balance owed through late fees is appropriate after the customer has been disconnected for non-payment.

The CXD Staff Recommends that the Company:

- *Cease charging additional late fees to customers after disconnection has occurred.*
- *Refund customers who were charged additional late fees after disconnection has occurred by means of a bill credit.*

Complaint Log

Commission Rule 20 CSR 4240-13.040(5)(B)⁴ states:

A utility shall maintain records on its customers for at least two (2) years which contain all information concerning—

(B) The number and general description of complaints registered with the utility

Staff requested the Company's complaint log for review. Timber Creek was able to provide a description of complaints it had received as well as copies of emailed complaints and the Company's responses. However, the Company stated that it does not have a complaint log that compiles all customer complaints in one location.

⁴ Inquiries

Staff's review found two informal complaints filed with the Commission in 2023. In reviewing those complaints, Staff found that there were two additional inquiries made to the Company that were not included in the email copies provided by the Company.

This highlights the importance of implementing and maintaining a complaint log. A complaint log compiles details of all complaints in one location for easy reference and review for trend analysis. Ideally, a complaint log tracks information such as the date and location of the complaint, the details of the complaint, the resolution, and the individual responsible for handling the complaint.

The CXD Staff Recommends that the Company:

- *Implement a complaint log to track both internal and external complaints.*

REPORT OF WATER, SEWER, GAS AND STEAM DEPARTMENT

FIELD OPERATIONS AND TARIFF REVIEW

Case No. SR-2026-0093

On November 25, 2025, Staff members Daronn Williams, Melissa Reynolds and Chad Stephenson met with Kaleb Sherry and Devin Sherry, representatives of Timber Creek, to perform inspections of Timber Creek's four wastewater treatment plants: Prairie Creek Wastewater Treatment Plant ("Prairie Creek"), Timber Creek Wastewater Treatment Plant ("Timber Creek WWTP"), Johnson Ridge Wastewater Treatment Plant ("Johnson Ridge"), and Oakbrook Wastewater Treatment Plant ("Oakbrook"). Details of each plant are described below.

PRAIRIE CREEK WASTEWATER TREATMENT PLANT

Plant Description

In 1995, a developer built a wastewater treatment plant called the Timber Park treatment plant to service new developments south of Platte City, located in Platte County.¹ As expansion of existing subdivisions and new developments continued, the Timber Park treatment plant was taken off-line, and Company replaced Timber Park in March 2003 with Prairie Creek.

According to the Company's presentation at the Local Public Hearing on February 18, 2026, Prairie Creek was constructed in two phases completed in 2001 and 2002. Prairie Creek is an activated sludge mechanical treatment plant that includes the following: screening, grit chamber, activated sludge, secondary clarifiers, ultraviolet ("UV") disinfection, aerobic digester, sludge belt press and sludge disposal in solid waste landfill. According to the Company,² the collection system consists of both PVC force mains and cast-iron gravity mains. The force mains are comprised of 7,073 feet of 12-inch PVC and 181,493 feet of 8-inch PVC. The gravity mains are comprised of 1,422 feet of 8-inch pipe. The system includes 71 grinder pumps at residential homes and 4 lift stations. All assets except for the main lift station located at the original Timber Park location and the Prairie Creek treatment plant were and are contributed by the developer(s) and owned by the Company. Information

¹ Case No. SA-95-110.

² Details related to the type, size, material and length of sewer mains, number of grinder pumps and lift station information associated with each plant were given to Staff via an e-mail from the Company on December 18, 2025.

about each lift station is found on the table below. The table lists the total horsepower (“HP”), gallons per minute (“GPM”), and total dynamic head (“TDH”) of each lift station.

Lift Station Name	Location	HP	GPM	TDH
N Hwy (Main)	Prairie Creek Parkway N Hwy	60	1440	93
Seven Bridges 7a	NW 127th St	15	580	63
Seven Bridges 7b	NW Bittersweet Drive	5.4	52	95.8
Running Horse Village	NW 120th Street (Running Horse Village)	17	140	156

Timber Creek was issued Missouri State Operating Permit (“MSOP”) No. MO-0126705 for Prairie Creek from the Missouri Department of Natural Resources (“DNR”). This MSOP expired February 28, 2025, but the plant continues to operate under its existing permit until a new MSOP is issued. Prairie Creek currently has a capacity to treat 600,000 gallons per day (“GPD”) and discharges into the water body Prairie Creek. Per the Company’s Discharge Monitoring Reports (“DMRs”) for the period of January 1 to December 31, 2025, from the DNR online database, the monthly average was 468,759 GPD.

Per the Company,³ Prairie Creek has 2,301 direct bill customers and two wholesale customers. The City of Platte City is a wholesale customer for treatment of wastewater from approximately 516 residential customers, 14 commercial customers and 2 government buildings. The Platte County Regional Sewer District (“PCRS”) is a wholesale customer for treatment of wastewater from the Misty Springs Subdivision of 29 residential customers. Prairie Creek directly serves the following subdivisions:

- Brookfield
- Oak Creek
- Dougherty Estates
- New Bedford Falls
- Fox Creek
- Hills of Oakmont
- Lakes at Oakmont
- Timber Park Meadows
- Timber Park
- Townhomes of Oak Valley

³ The customer count numbers for each plant are based on the Company’s presentation at the Local Public Hearing on February 18, 2026.

- Summit Way
- Running Horse
- Copper Ridge
- Running Horse Village
- Seven Bridges

This area in Platte County is rapidly growing in residential homes. Expected subdivisions and developments to be served by Prairie Creek in the future are as follows:⁴

- Hills of Seven Bridges - 65 residential lots expected in Spring 2026
- Running Horse Village - 88 residential lots and 5 commercial lots expected in an undetermined timeframe
- Seven Bridges 9th Plat - 67 duplexes and 55 residential lots expected in 2027
- Platte City Wholesale - commercial lots only remaining; to be utilized in an undetermined timeframe

Compliance History

Staff requested inspection and enforcement records from DNR. Per DNR, Prairie Creek was last inspected on June 21, 2012, but the inspection report for this particular date is unavailable. Staff is not aware of why a more recent inspection of this facility has not been conducted.

Prairie Creek received a Letter of Warning (“LOW”) on December 21, 2021, for an effluent limit exceedance for oil and grease for the month of September 2021. Timber Creek responded to DNR’s LOW by stating it believed the high levels were an error due to a lab sample miscalculation and presented data from October and November 2021 to show the oil and grease were at a non-detectable level. DNR did not pursue any further action and this issue was resolved. According to DNR’s DMR database, since January 1, 2023, Prairie Creek has had effluent limit exceedances for Biological Oxygen Demand (“BOD”), *Escherichia coli* (“*E. coli*”), ammonia, pH and total suspended solids (“TSS”). This plant has experienced significant problems in maintaining compliance with ammonia and pH.

It is important to note that Prairie Creek is near capacity. Due to the active, rapid growth in this area, Timber Creek has been working to expand the Prairie Creek plant by adding a third treatment area (known as Phase 3). This new treatment area added an additional 300,000 GPD in capacity and increased the total treatment capacity to 900,000 GPD. Timber Creek began engineering work and required DNR studies in May 2022, received a DNR construction

⁴ Timber Creek’s response to Staff Data Request 0177.

permit in January 2025 and began construction in March 2025. According to an e-mail from the Company, the expanded treatment area was completed and in use on March 17, 2026.

Epoxy Coatings

Just as the current wastewater treatment plant is constructed of concrete, the new area is also constructed of concrete. However, this new area was lined with Cor+Gard 301 epoxy, per the Company's response to Staff's Data Requests ("DR") 0139 and 0156.2. According to the Company's cost benefit response to Staff's DR 0156, this epoxy is expected to extend the lifespan of the concrete by 50 to 75 years, giving the epoxy-coated concrete a predicted lifespan of 75-100 years. The Company has stated that it has used epoxy in various parts of their wastewater plants in the past (such as manholes and lift stations⁵) and have seen less corrosion and degradation.

Also, the Company provided documentation regarding maintenance of the epoxy. In the document titled "Epoxy PSC Questions,"⁶ the Company answers four (4) questions Staff asked in DRs.⁷ One of these responses summarizes various industry standards and regulatory guidance from several wastewater organizations that support the use of epoxy coatings, including the U.S. Environmental Protection Agency ("EPA") and U.S. Army Corps of Engineers ("USACE"). In this document, EPA and USACE are cited acknowledging the importance of regular inspections and maintenance (referred to as "renewed" or "renewal" in the document) of the epoxy. As a result of this DR response, Staff submitted DR 0156.3, inquiring about the Company's plan to inspect and maintain the epoxy coating. Timber Creek responded by stating: "The epoxy does not require maintenance or inspections. Only a small percentage of the epoxy is exposed above the waterline(s)." This response makes Staff believe that the Company does not have a plan for regular inspections and maintenance. If there are any inspection and maintenance costs for the epoxy, a review of these expenses will be evaluated for prudence in future rate cases.

Structural Concerns at Phase 1 Treatment Area

The Prairie Creek plant is also facing significant structural concerns. Sometime in 2020 or 2021, the Company's staff noticed the concrete began to crack and expose rebar, bow and shift in the Phase 1 and Phase 2 treatment areas. Per the Company, shortly after discovering these structural concerns, Timber Creek had three (3) construction firms evaluate the damage and offer solutions. According to the Company, none of the firms offered a solution because they required the Phase 1 and Phase 2 treatment areas to be drained before they

⁵ Timber Creek's response to Staff Data Request 0156.4.

⁶ Timber Creek's response to Staff Data Request 0156.

⁷ Timber Creek's response to Staff Data Request 0156, 0157, 0158, 0159, 0160.

could provide a detailed evaluation and begin work on the treatment areas. In 2022 or 2023, the Company, with the contracted help of Havens Construction, installed three temporary buttresses to support the damaged wall of the treatment plant to potentially prevent further movement of the concrete that could lead to collapse or a major sewer bypass. After the Phase 3 construction is fully operational, Timber Creek will drain the Phase 1 and 2 areas and have it evaluated in greater detail to determine damage and if repair options are possible.

Staff Observations of the Wastewater System

Staff and Company personnel observed the sewer system during the onsite visit on November 25, 2025. Besides the infrastructure concerns already mentioned, materials and equipment used are appropriate and the plant appeared to be operating well and performing as required.

Prairie Creek Facility

Prairie Creek is the Company's largest plant, and is also the location of the Company main office, a laboratory/operations office building, a two-bay garage building, a main headworks building for a portion of the treatment processes and housing of electronic equipment, and approximately 10 acres of property with cleared areas for exterior storage of inventory.

The main office is a 1,666 square foot single-family house with full basement built in 1994 with 3 bedrooms, 2.5 bathrooms, and 2-car basement garage. Approximately half of the basement is finished office space, and the garage side has had the garage door removed and been enclosed to be future office space or a conference room. At the time of inspection, this unfinished area was being used for light storage.

Timber Creek completed construction of a 120-foot by 40-foot main headworks building in 2001 that houses the sludge press, Bobcat, dumpster, blowers and controllers, UV trough and lights, and other electrical equipment required to be climate controlled. Building materials utilized in construction include concrete and metal with spray foam insulation and 5 garage doors for ventilation and access.

Construction of a 40-foot by 40-foot two-bay concrete and metal garage was completed in 2006. This garage is utilized for the Company's two vehicles and gator along with other miscellaneous items.

Timber Creek completed construction of a 30-foot by 60-foot concrete and metal building at Prairie Creek in 2023. Half of the building is finished, complete with a full bathroom and kitchenette, for use as an office for the Company's two wastewater operators. The other

half of the building is unfinished with plans for it to eventually become an onsite laboratory. In response to Staff's DR 0161, the Company stated that DNR will require them to have an onsite laboratory once the plant treatment reaches a capacity of 1 million GPD. Staff requested the DNR regulation or documentation requiring an onsite laboratory, which the Company did not provide.⁸ Staff was unaware of such a regulation and reached out to DNR to confirm this requirement, but DNR personnel disagreed that this was a requirement.⁹ While the Company may choose to establish an onsite laboratory and document the prudence of such an expense, it does not appear to be required at this time. No equipment storage was noted during Staff's inspection.

This unfinished portion of the building could in theory be used as storage in the future, but this building is located at the Prairie Creek facility. The Prairie Creek facility is the center of Company operations, and during the inspection Staff observed that the other storage areas at this facility were not fully utilized. Since other existing storage areas are already more than adequate, and no laboratory facility is required, it is Staff's position that this half of the building is not used and useful at this time.

TIMBER CREEK WASTEWATER TREATMENT PLANT

Plant Description

According to the Staff memorandum for Timber Creek from Case No. SR-2010-0320, the Company began operations in 1990 with a wastewater treatment plant for the Timber Creek Subdivision located east of Platte City, Missouri. This plant was called Timber Creek WWTP and was subsequently expanded to also service the Summerset Subdivision.

Timber Creek WWTP is an activated sludge mechanical treatment plant, located in Platte County, that includes the following: grit removal, extended aeration (1st stage, 2nd stage, 3rd stage), final clarifier, UV disinfection, aerobic digester and sludge disposal in solid waste landfill by contract hauler. According to the Company, the collection system consists of both force and gravity mains. The material of all mains at this plant is PVC. The force mains are comprised of 1,950 feet of 1.5-inch and 1,607 feet of 2-inch sewer main. These force mains are connected to a total of 30 grinder pumps at residential homes, which were contributed by the developer and are owned by the Company. The gravity mains are comprised of the following sewer main: 1,301 feet of 4-inch, 4,645 feet of 8-inch, and 425 feet of 10-inch pipe.

⁸ Timber Creek's response to Staff Data Request 0161.

⁹ Webex conversation with Water Pollution Control Branch Chief, Mr. Joe Clayton, DNR, on January 29, 2026.

The Company was issued a general operating permit, MSOP No. MOGDS0008 from DNR. This permit was issued on August 1, 2024, and expires on June 30, 2029. The plant currently has a capacity to treat 30,000 GPD and discharges into a tributary of Clear Branch. Per the Company's DMRs for the period of January 1 to December 31, 2025, from the DNR online database, the monthly average was 18,125 GPD.

Per the Company, the Timber Creek WWTP has 78 residential direct bill customers and the Shiloh Springs Golf Course, a commercial customer. According to the Company, little growth is expected in the Timber Creek and Summerset Subdivisions. Therefore, there are no immediate plans to expand this plant.

Staff Observations of the Wastewater System

Staff and Company personnel observed the sewer system during the onsite visit on November 25, 2025. Materials and equipment used are appropriate and the plant appeared to be operating well and performing as required. The Shiloh Springs Golf Course supplies a substantial amount of flow to the Timber Creek WWTP. Because the golf course was closed for the winter season, half of the plant was shut down due to the reduced flow.

Compliance History

Per DNR, Timber Creek WWTP was last inspected on March 4, 2019. During this inspection, DNR found the Timber Creek WWTP to be in compliance with the Missouri Clean Water Law ("MCWL") and its MSOP. In recent years, Timber Creek WWTP has received two LOWs from DNR, while it operated under its previous general MSOP No. MOGD00438.¹⁰ According to DNR's DMR database, since January 1, 2023, Timber Creek WWTP has exceeded effluent limits 10 times for *E. coli* and ammonia. According to the Company's responses these effluent limit violations were due to equipment failures. In addition, the Company failed to report total residual chlorine and dissolved oxygen levels in the monitoring period ending October 31, 2024.

JOHNSON RIDGE WASTEWATER TREATMENT PLANT

Plant Description

In 2005, Johnson Ridge was originally constructed in Clay County by a developer for the Johnson Ridge Subdivision of 104 residential lots, that were only partially developed, and a

¹⁰ September 2023 and April 2024.

single residence on adjacent property.¹¹ Later in 2022, the service area expanded to include the 19 residential lots of the Eastern Estates Subdivision and an existing residence.¹²

Johnson Ridge is an activated sludge mechanical treatment plant that includes the following: grit removal, extended aeration (1st stage and 2nd stage), peak storage flow tank, final clarifier, UV disinfection, and sludge disposal in solid waste landfill by contract hauler. According to the Company, the collection system consists of only force sewer mains, which are constructed of PVC. The force mains are comprised of 1,015 feet of 1.5-inch, 5,009 feet of 2-inch, 3,837 feet of 2.5-inch, 418 feet of 3-inch, and 8 feet of 4-inch sewer main. These force mains are connected to a total of 48 grinder pumps at residential homes. All assets were contributed by the developer(s) and are owned by the Company.

The Company was issued MSOP No. MO-0132110 from DNR. This permit was issued on June 1, 2024, and expires on May 31, 2029. Johnson Ridge currently has a capacity to treat 40,000 GPD and discharges into a tributary of Brushy Creek. Per this plant's MSOP, it monitors flow once per quarter. Per the Company's DMRs for the period of January 1 to December 31, 2025, from the DNR online database, the maximum daily flow and the monthly average was 9,600 GPD. Because of its low flow, the plant is considered underloaded and the Company must add organic matter (in this case, dog food) to the wastewater to keep the microorganisms alive for the biological treatment of the waste.

Per the Company, it has 48 residential direct bill customers, and the plant is substantially under capacity. According to the Company, little growth is expected in the Johnson Ridge and Eastern Estates Subdivisions. Therefore, there are no immediate plans to expand this plant.

Staff Observations of the Wastewater System

Staff and Company personnel observed the sewer system during the onsite visit on November 25, 2025. Materials and equipment used are appropriate and the system appeared to be operating and performing as required. Because this plant is near a residential area on a private road, it is enclosed in a red metal barn-like structure with an air gap at the ground, ventilation fan in the roof, and large sliding door for easy truck access for removing sludge and maintenance.

Compliance History

¹¹ Case No. SA-2005-0467.

¹² Case No. SA-2022-0338.

Per DNR, Johnson Ridge was last inspected on March 21, 2018, and was issued a LOW for exceeding an effluent limit for ammonia. In recent years, Johnson Ridge has received four LOWs from DNR.¹³ While some of these violations were due to equipment failures, Timber Creek is forced to periodically add dog food and lime to the plant to keep the microorganisms alive because of chronic underloading of the treatment system. While Staff recognizes this operational challenge for the Company, there are few alternatives until further customer growth occurs.

OAKBROOK WASTEWATER TREATMENT PLANT

Plant Description

In 2005, Oakbrook was originally constructed by a developer for the Oakbrook subdivision consisting of 75 residential lots¹⁴ located in Clay County. The service area was later expanded to include 18 lots of the Oak Ridge subdivision¹⁵ and a single residence property.¹⁶

Oakbrook is an activated sludge mechanical treatment plant, located in Clay County, that includes the following: grit removal, peak storage flow tank, extended aeration (1st stage and 2nd stage), final clarifier, UV disinfection, aerobic digester and sludge disposal in solid waste landfill by contract hauler. According to the Company, the collection system consists of only force sewer mains constructed of PVC. The force mains are comprised of 6,812 feet of 1.5-inch, 8,961 feet of 2-inch, 1,073 feet of 2.5-inch, and 1,614 feet of 3-inch sewer main. These force mains are connected to a total of 90 grinder pumps at residential homes. All assets were contributed by the developer(s) and are owned by the Company.

The Company was issued MSOP No. MO-0131971 from DNR. This permit was issued on June 1, 2024, and expires on May 31, 2029. Oakbrook currently has a capacity to treat 30,000 GPD and discharges into a tributary of Fishing River. Per this plant's MSOP, it monitors flow once per quarter. Per the Company's DMRs for the period of January 1 to December 31, 2025, the monthly average was 17,550 GPD.

Per the Company, it has 90 residential direct bill customers, and little growth is expected in these subdivisions. Therefore, there are no immediate plans to expand this plant.

Staff Observations of the Wastewater System

¹³ September 2022, June 2024, March 2025, and June 2025.

¹⁴ Case No. SA-2005-0297.

¹⁵ Case No. SA-2019-0006.

¹⁶ Case No. SA-2020-0013.

Staff and Company personnel observed the sewer system during the onsite visit on November 25, 2025. Materials and equipment used are appropriate and the system appeared to be operating and performing as required. Because this plant is in a residential area, it is enclosed in a metal barn-like structure made to blend in with the houses. The structure has an air gap at the ground, ventilation fan in the roof, and a large sliding door for easy truck access for removing sludge and maintenance.

Compliance History

Per DNR, Oakbrook was last inspected April 16, 2019, and was found to be in compliance with the MCWL and its MSOP. According to the records request Staff made to DNR, Oakbrook did not have any LOWs, NOVs or other enforcement actions in recent years. According to DNR's DMR database, since January 1, 2023, Oakbrook has had 11 effluent limit exceedances for BOD, *E. coli*, ammonia, pH and TSS.

SYSTEM MAINTENANCE

While the treatment plants are not currently significantly impacted by Inflow & Infiltration (I&I), Staff recommends that companies continue to monitor I&I closely. Beyond simply paying attention to peak flows at the plants utility employees should:

- Occasionally inspect manholes and repair as necessary to ensure safety and prevent I&I
- Visually examine flows during wet weather and dry weather events, by looking at flows in manholes with the cover removed, to determine what portions of the collection system appear to be more impacted by wet weather. Such visible inspections during dry weather can also reveal surcharging caused by sewers that need to be cleaned and visually inspected.
- Review lift station run times in dry and wet weather
- Walk trunk sewer easements that are not easily visible from a roadway to ensure that erosion has not exposed sewer pipes
- In the portions of the collection system with I&I, conduct smoke testing to determine where visual inspection should be targeted. Smoke testing can also reveal inappropriate connections, such as roof drains.

The frequency of sewer cleaning must be determined on a case by case basis depending on the condition of the sewers, level of customer awareness of the impacts flushing inappropriate materials, the existence of restaurants, etc. While the company has proposed to begin cleaning and visually inspecting one third of the collection each year, Staff considers this excessive for a typical residential sewer collection system. It is Staff's

understanding that cleaning and visual inspection has not occurred on the majority of the system in the previous 15 years, without significant issue. Therefore, completion of the remainder of the system would be reasonable and adjusting the scheduling of cleaning based on what is found. It is possible that an even greater interval of cleaning is sufficient.

Visual inspections with a camera should also be targeted to locations with suspected issues, such as surcharging areas during dry weather, surface subsidence suggesting pipe collapse, areas that experienced main breaks, areas where other I&I monitoring suggests problems, or other clues observed by the operators.

TARIFF REVIEW

The Company's current sewer tariff became effective April 5, 2006. Due to proposed tariff changes as well as updated rules and regulations since the original tariff was implemented, Staff is proposing that the Company request canceling the existing PSC MO No. 2 tariff and replace it with PSC MO No. 3.

As documented in the memorandum from the Auditing Department as well as in this memorandum, Timber Creek appears to have behaved inconsistently with its tariff in several ways.

Tariff Concerns:

1. Charging \$100 per hour inspection fee to developers.¹⁷
2. Failure to execute contracts with developers for sewer extensions.¹⁸
3. Charging a CIAC impact fee when customers change within an existing building.¹⁹
4. Charging a CIAC impact fee per connection in addition to developers donating collection system plant, as well as a new connection fee for each connection.²⁰
5. Changing commercial customer rates outside of a rate case, and without requesting PSC review.²¹
6. Changing contract rates for wholesale customers outside of a rate case, and without requesting PSC review.²²
7. Conflicts between wholesale contracts and actual billing issued under the

¹⁷ Timber Creek's responses to Staff Data Requests 0140 and 0140.1.

¹⁸ Follow up email with Devin Sherry on February 18, 2026, in response to Timber Creek's response to Staff Data Request 0175.

¹⁹ Timber Creek's responses to Staff Data Requests 003.4.

²⁰ Timber Creek's responses to Staff Data Requests 0140.

²¹ Timber Creek's responses to Staff Data Requests 0136.

²² Timber Creek's responses to Staff Data Requests 003.3.

contracts.²³

8. Inconsistent terms among wholesale contracts, contracts with no expiration date, and other various flaws.²⁴
9. Continuing to accumulate late fees, often for many months, for accounts that have been disconnected.²⁵

Inspection Fees and Developer Contracts

The inspection fee is a one-time \$100 fee for inspecting a customer-built connection, and charging developers this fee per hour was not authorized by the tariff. Language clarifying that miscellaneous service charges are charged per event, not per hour, will be added to the tariff. All costs associated with extending sewers are to be explained in a contract with developers before construction begins as is required by Rule 11 in the tariff. Although Timber Creek provided a specifications document to be followed by a developer in Company's response to DR 0175, they "don't have an official contract with developers. They provide plans that we (the Company) review as well as contractor information that will be installing the wastewater infrastructure. We (the Company) provide the specs to them and work together on construction and final testing / acceptance."²⁶

CIAC Impact Fees

CIAC fees (also known as impact fees) were authorized in the tariff in order to have additional customers coming onto the system help to pay down the rate base of existing infrastructure. Such impact fees are sometimes employed for sewer systems because it is not cost effective to build sewer treatment capacity in small increments, and because most sewer systems experience individual customer connections. CIAC fees were not authorized to be charged when the use of a building already connected to the system changes,²⁷ particularly when the strength of the wastewater from the building is not substantially changing. CIAC fees were also not authorized to be charged in addition to new connection permit/inspection fees. Because of the misuse of CIAC fees by Timber Creek explained in more detail by Auditing, and because Timber Creek's customer growth is almost entirely driven by new developments that will be executing contracts with the company, Staff recommends elimination of the CIAC fee from the tariff.

Changing Commercial Rates Outside of Rate Case

²³ Timber Creek's responses to Staff Data Requests 0003 and 0003.3.

²⁴ Timber Creek's responses to Staff Data Request 0003.

²⁵ Timber Creek's responses to Staff Data Requests 0050 and 0183.

²⁶ Follow up email with Devin Sherry on 2/18/2026 in response to Timber Creek's response to Staff Data Request 0175.

²⁷ Timber Creek's responses to Staff Data Request 0003.4, retail to daycare.pdf.

Timber Creek currently provides service to five commercial customers: four Homeowner Association (“HOA”) clubhouses and a golf course. On May 23, 2023, Timber Creek sent a letter to the Seven Bridges Subdivision HOA notifying them of changes to their monthly bill now being calculated using an equivalent dwelling unit (“EDU”) factor that is based on building use and square footage.²⁸ The monthly bill increased from ** [REDACTED] ** per month on their May 26, 2023 bill. Staff looked at water usage for the Seven Bridges HOA clubhouse, and they routinely have zero water usage during winter months. On March 29, 2025, Timber Creek notified the Shiloh Springs Golf Course by letter that their rate of ** [REDACTED] ** based on a sewer usage factor (“SUF”)²⁹ utilizing the top three months of water usage. The golf course has two water meters, and Timber Creek utilized the top three usage months in 2024 of each meter separately rather than the combined water usage each month to determine the SUF factor. It is Staff’s opinion that total water usage should have been utilized in the SUF calculation given this is a single customer with a single sewer connection.

The SUF definition, which is based on what is now called the Water Usage Factor in Rule 11 with an updated calculation in recent sewer company tariffs, has reference to the option of using an EDU calculation if water usage is not available. This EDU option is specific only to Timber Creek. The EDU calculation worksheet referenced in the tariff is not attached to the tariff directly, but is referenced as being “Exhibit 3 to the Sewer Agreement dated August 12, 1999 between company and the City of Platte City, Missouri”. Staff and Company searched to find the origin or basis for which the EDU calculations were determined or if they were based on water usage such as number of sinks or toilets, capacity or seating of customers, etc. With no supporting documentation provided or found, Staff does not believe that these EDU calculations are an accurate representation or estimate of sewer usage for all customers.

Wholesale Contracts

Currently, wholesale contract rates for the City of Platte City and PCRSD are negotiated via a modified SUF utilizing a set water usage that does not change over time for one contract and an EDU calculation to estimate equivalent flows to the treatment plant for the other contract. The water usage utilized for calculating monthly bills for PCRSD has not changed since at least 2023.³⁰ However, Staff obtained water usage data for 2023 through 2025 from Public Water Supply District (“PWSD”) #4 via email, and Timber Creek’s calculation of usage

²⁸ Timber Creek’s Confidential responses to Staff Data Request 0003.3, Seven Bridges Rates and calculations.pdf.

²⁹ Timber Creek’s Tariff, P.S.C MO No. 2, Definition on Sheet No. 9.

³⁰ Timber Creek’s Confidential responses to Staff Data Request 0003.3.

is inconsistent with PWSD #4 supplied data for the 29 residential homes (i.e. Misty Springs Subdivision).

One of the significant flaws in the contract with the City of Platte City is its reliance on flow calculations at the plant and total number of EDUs contributing to the system. The monthly total gallons entering the plant based on flow calculations is used to calculate the gallons per EDU contributing to the plant. Then the gallons per EDU is multiplied by the total number of EDUs estimated to be in the Platte City wholesale agreement to get an estimate of number of gallons contributed by Platte City for billing. These calculations result in Platte City paying more if flows at the plant increase for any reason, regardless of whether Platte City is the cause. This means that Platte City's bill will increase if sewer contribution from another customer increases such as from inflow and infiltration, a severe water leak or a drained swimming pool. This method of using estimated total flow to the plant by measuring flow rate for a short period of time along with estimated total EDUs contributing to the system and in the contracted area is also resulting in calculated sewer usage used for billing that is higher than the reported actual water usage by the City.

Timber Creek retained a consultant and renegotiated the contracts for its wholesale customers in November 2023, outside of a rate case. The change in rates for the PCRSD is not reflected in the current contract provided in response to Staff DR 0003, but according to Timber Creek and documentation provided, rates have changed to be the same as the Platte City contract. These contracts do not expire or have a renewal date. However, exhibit 4 of the Platte City contract³¹ states that rates can be changed every two years starting March 1, if requested, utilizing the guidelines set forth in the exhibit or if determined by the Commission in a rate case.

Late Fees

As documented in the memorandum from the Customer Experience Department, Timber Creek has been taking the unusual step of charging monthly late fees for accounts that have been disconnected and are no longer accumulating new service charges. Staff recommends that accounts be closed within 60 days of disconnection and that no additional late fees be charged beyond the closing of the account. Clarifying language has been added to the tariff.

Staff recommends additional changes to the tariff to alleviate potential misinterpretation and or confusion regarding the tariff by adding additional specific language in multiple areas

³¹ Timber Creek's Confidential response to Staff Data Request 0003.

to eliminate future confusion (see Appendix A³²). Staff recommends elimination of the ‘Plan Review Fee’ as an unnecessary charge. Staff also recommends reducing the late fee to 3% or \$5, whichever is greater, to be consistent with other regulated utilities. Staff recommends elimination of the additional \$25 late fee penalty that was being charged in addition to the previous 10% late fee, but recommends the addition of a \$10 one-time fee to be added to the Connect/Disconnect fee of actual cost.

RATE DESIGN

Staff is currently reviewing rate design options. The cost to provide service for wholesale contracts, commercial customer rates, and residential rate design are all being considered for revision.

Frequency of Rate Cases

As described in this memorandum and the memorandums from other departments, Timber Creek had several record-keeping, customer service, tariff, and revenue issues during the past 16 years. These issues are not typically visible to Staff outside of the rate case process, and their monetary impacts can only be determined through an audit. It is Staff’s position that most of these issues could have been resolved much sooner had the Company come in for routine rate cases. While the Company has stated it will file its next rate case in approximately two years due to the next phase of capital improvements, Staff wants assurance that Timber Creek will be filing regularly thereafter. The elimination of some forms of unusual or inappropriate revenue via Staff’s proposed tariff changes will decrease the ability of the Company to pay for rising expenses outside of normal rates. But given the impact and variety of the issues Staff has discovered in this case, Staff remains concerned. Therefore, Staff recommends the Commission order Timber Creek to file rate cases at intervals of no more than four years until such time as the Commission orders otherwise. While rate cases do add expense for customers, the amount of rate case expense expected under the Staff Assisted Rate Case regulation is intentionally minimized by the process.

OTHER ISSUES

As mentioned above, Timber Creek has intentions of purchasing laboratory equipment and supplies to conduct their own testing in-house at some point in the future. Laboratory equipment can be very expensive, and reagents often expire before use if the sample load is not sufficient. Some expired reagents have an added expense requiring disposal fees. Some laboratory equipment and tests may require modifications to the existing building for proper use and ventilation. There would also be potential need for an additional employee familiar

³² PSC MO No. 3, Sheet Nos. 8 and 10.

with laboratory techniques, methods and reporting, although Timber Creek's senior operator is qualified with his DNR license. It is Staff's recommendation that Timber Creek conduct a thorough cost analysis comparing expenses related to all options for testing including reaching out to other utilities that conduct in-house testing, such as KC Water, to see about potential agreements. This cost analysis should be conducted and provided to the Commission before acquisition of any laboratory equipment needed for testing that is currently conducted by Pace Analytics.

CONDITIONS

1. Timber Creek should be ordered to file a rate case not less than every four years, until otherwise ordered by the Commission.
2. Timber Creek should only charge fees consistent with the authorization contained in the tariff.
3. Tariff language must be followed, including Rule 11 describing how Timber Creek will complete contracts with developers for construction and donated plant.
4. Timber Creek should make specifications available for construction of connecting sewers, and shall allow such construction to be completed by developers subject to routine inspection.
5. Timber Creek should make specifications available for customers to construct their individual connections to the collecting sewer systems. Timber Creek should not prescribe specifications for customer service lines or interior plumbing.
6. Timber Creek should not initiate any changes in rates, of any kind, outside of a rate case with the Commission.

P.S.C. MO No. 3
Canceling P.S.C. MO No. 2

Original

Sheet No. 1

Name of Utility: Timber Creek Sewer Company
Service Area: Certificated Areas in Missouri

Rules Governing Rendering of
Sewer Service

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ISSUED BY Devin Sherry President
name of officer title

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address

Name of Utility: Timber Creek Sewer Company
Service Area: Certificated Areas in Missouri

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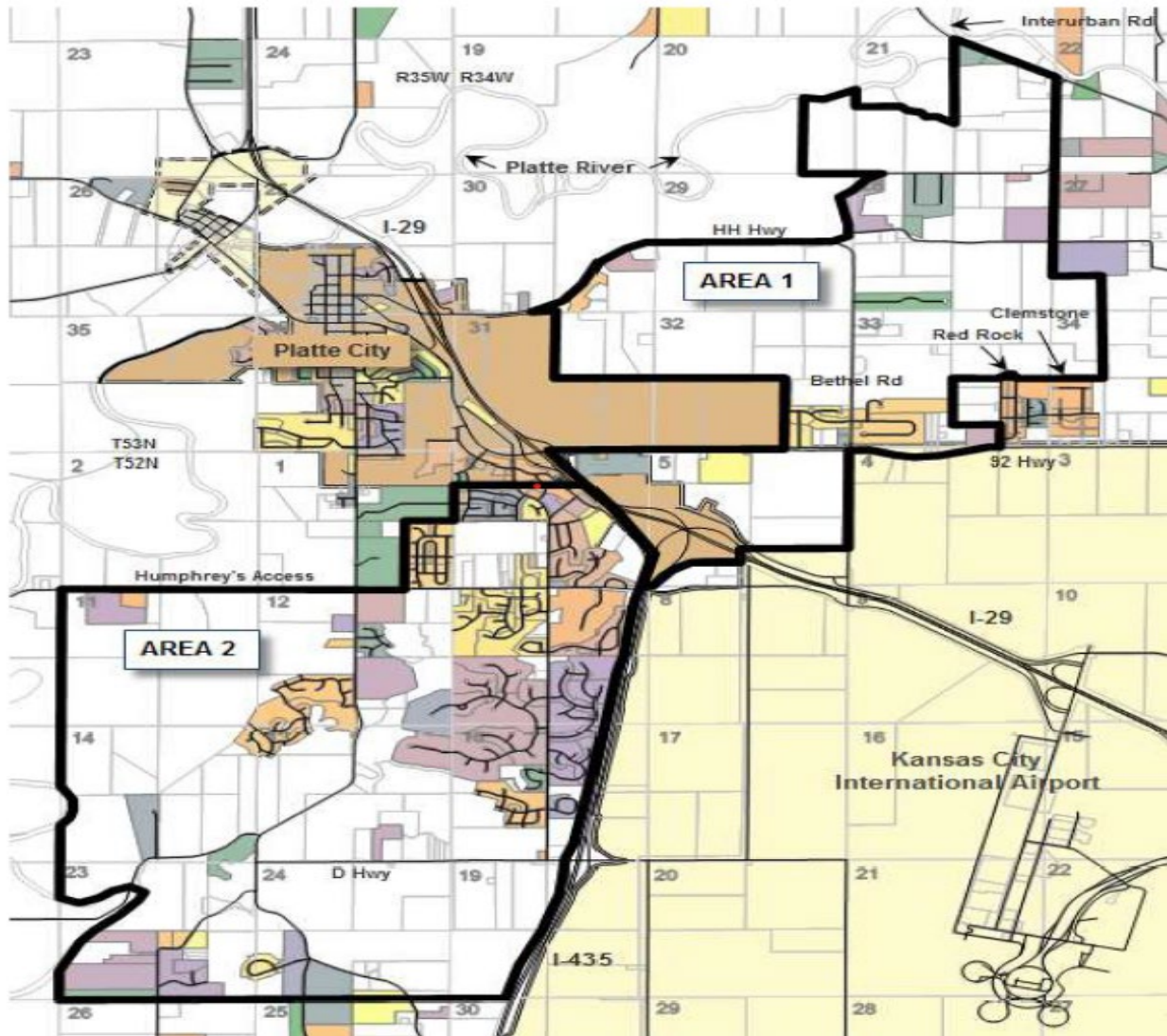
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Map of Service Area



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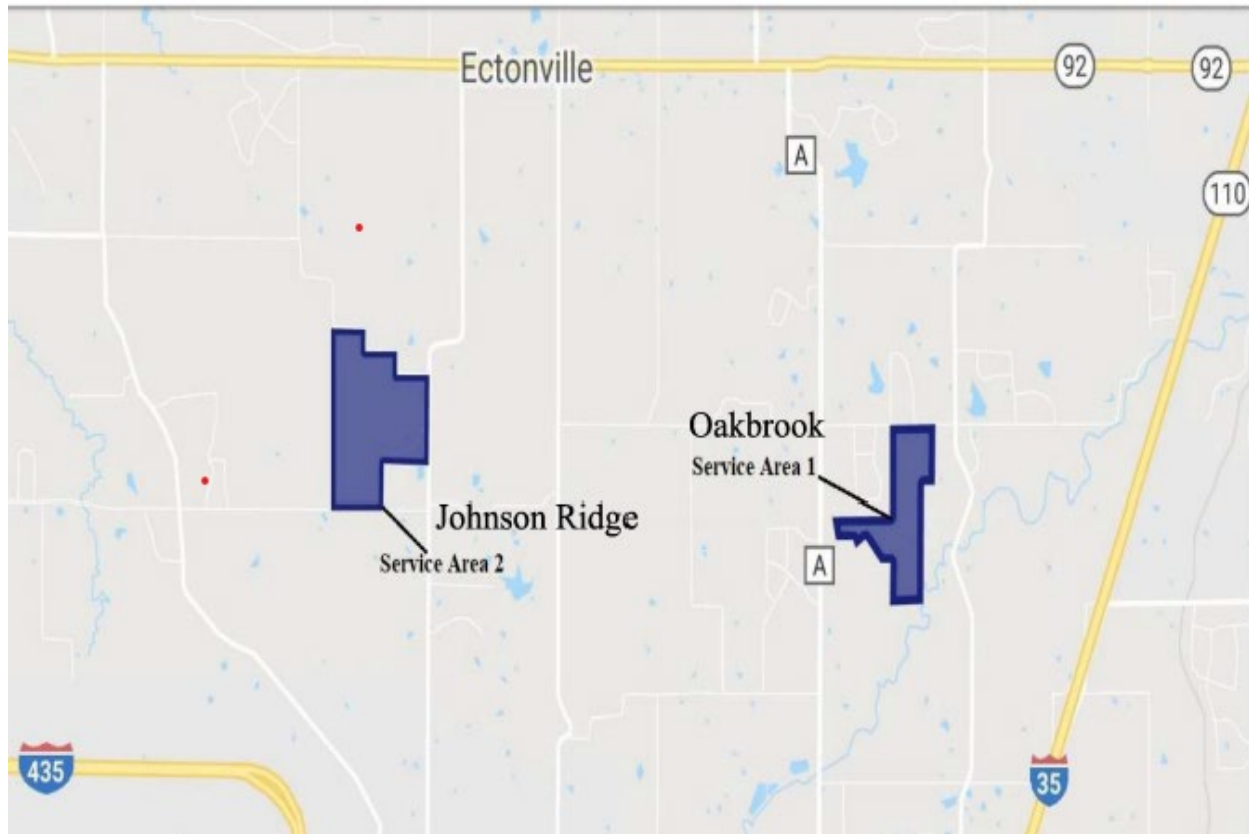
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Map of Service Areas – Oakbrook and Johnson Ridge



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Map of Service Areas – Johnson Ridge and Eastern Estates



 Eastern Estates Service Area

 Johnson Ridge Service Area

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LEGAL DESCRIPTION OF SERVICE AREA – PLATTE COUNTY

Area 1

In Township 53N, Range 34W, in Platte County, Missouri: The East 1440 feet of Section 20 lying South of the Platte River; the West½ of Section 21 lying South of the Platte River and the East ½ of Section 21 lying South of Interurban Road, except those properties owned by the Missouri Department of Conservation; all of Section 30 lying South of HH Highway, except any property within the Platte City corporate limits; all of Section 29 lying South and East of HH Highway; all of Section 28, except any property North and West of HH Highway; the Southwest Quarter of the Southwest Quarter of Section 27; all of Section 31 lying North and East of Platte City corporate limits; all of Section 32 lying North and East of Platte City corporate limits; all of Section 33 except those properties in the RedRock Subdivision; and the west 1400 feet of Section 34, except those properties in the Clemstone Subdivision.

In Township 52N, Range 34W, in Platte County, Missouri: all of Section 5 and Section 6, except those properties within the Kansas City corporate limits and those areas South of Interstate Highway 435; and all of section 4 North of Highway 92, except those properties within the Kansas City corporate limits.

Area 2

Generally an area South of Platte City and West of interstate Highway 435, in Platte County, Missouri, more particularly described as Follows:

All of the following property in Township 52N, Range 34W: all of the South¾ of Section 6, located South of Interstate Highway 29 and West of interstate Highway 435; all of Section 7, located West of interstate Highway 435; and all of Sections 18 and 19, located West of Interstate Highway 435; and

All of the following property located in Township 52N, Range 35W: all of the East½ of the Southeast 1/4 of Section 1, all of Sections 11, 12, 13, and 24, and all of Sections 14 and 23, lying east of the Platte River.

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LEGAL DESCRIPTION OF CLAY COUNTY SERVICE AREA – OAKBROOK

All of a tract of land generally south of 136th Street described as follows: The West½ of the East ½ of Section 7, Township 52 North, Range 31 West, Clay County, Missouri, Except an area described as Lot 1, Popejoy Acres, a subdivision in Clay County, Missouri.

Beginning at the Northeast corner of SW¼ in Section 7, Township 52 North, Range 31 West in the Clay County, thence Southerly, along the East line of said Quarter Section, a distance of 1315.71 feet to the Southeast corner of said Quarter Section; thence Westerly along the South line of North½ of the Southwest¼ to a point, a distance of 422.71 feet; thence North 00 degrees, to a point, a distance of 32.50 feet; thence North 66 degrees West, to a point, a distance of 184.30 feet; thence North 43 degrees West, to a point, a distance of 670.04 feet; thence South 59 degrees West, to a point, a distance of 524.7 feet; thence North 00 degrees, to a point, a distance of 264.90 feet; thence North 89 degrees West, to a point, a distance of 823.50 feet; thence North 00 degrees, to a point, a distance of 656.05 feet; thence South 89 degrees East, a distance of 2268.85 feet more or less to the Point of Beginning. Said tract of land contains 45.2 acres (1,968,912 square feet) more or less.

A tract of land located in the East Half of the Northeast Quarter of Section 7, Township 52 North, Range 31 West, in Clay County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 89°48'13" East along the North line of said Northeast Quarter, 1,321.92 feet to the Northwest corner of the East Half of said Northeast Quarter, said point also being the Point of Beginning; thence North 89°48'13" East, continuing along said North line, 512.00 feet; thence South 00°33'02" East, 1,447.00 feet; thence South 89°48'13" West, 512.00 feet to a point on the West line of said East Half; thence North 00°33'02" West, along said West line, 1,447.00 feet to the Point of Beginning.

Contains 740,850 square feet, or 17.01 acres, m/l.

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LEGAL DESCRIPTION OF CLAY COUNTY SERVICE AREA - JOHNSON RIDGE

All of a tract of land generally North of NE 132nd Street and West of North Eastern Road in Township 52 North, Range 32 West, Clay County, Missouri, described as follows: The East½ of the Southwest ¼ of Section 4; the South ½ of the Northwest ¼ of the Southeast ¼ of Section 4; The South ½ of the Southeast ¼ of Section 4; the East ½ of the Northwest ¼ of Section 9; and all of the Northeast ¼ of Section 9, except Lots 6, 7, 8, and 9 of Burton Estates, a subdivision in Clay County, Missouri.

LEGAL DESCRIPTION OF CLAY COUNTY SERVICE AREA - EASTERN ESTATES

A tract of land in part of Section 9, Township 52 North, Range 32 West, Clay County, Missouri and being more particularly described as follows:

Commencing at the Southeast Comer of the Northeast Quarter of Section 9, Township 52 North, Range 32 West; Thence N00°23'09"E, Along the East Line of said Northeast Quarter, a distance of 40.00 feet; Thence N89°46'47"W, along a Line 40.00 feet North of and Parallel with the South line of said Northeast Quarter, a Distance of 40.00 feet to the point of beginning on the Southeast Comer; Thence N89°46'47"W, Along the South line of property, a Distance of 1141.32 feet to the Southwest Comer of property; Thence N00°23'56"E, along the West line of property, a Distance of 1290.76 feet to the Northwest Comer of property; Thence S89°31'34"E, along the North line of said property, a Distance of 1141.02 feet to the Northeast Comer of property; Thence S00°23'09"W, along the East line of said property, a Distance of 1285.71 feet to the point of beginning; Containing 33.75 Acres, More or Less.

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Rules Governing Rendering of
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Schedule of Rates

RESIDENTIAL RATE:

Sewer Service Monthly Rate (Clay and Platte Counties) \$ 50.13

COMMERCIAL RATES:

Facility	Monthly Rate
----------	--------------

Fox Creek	\$ 70.19
-----------	----------

Running Horse	\$ 70.19
---------------	----------

Townhomes of Oak Valley	\$ 200.53
-------------------------	-----------

Seven Bridges	\$ 325.86
---------------	-----------

Shiloh Springs	\$ 501.33
----------------	-----------

Grinder Pump Fee \$6.02/month
(Applicable to those customers with a grinder pump)

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

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Schedule of Service Charges

One time fees associated with activities not included in monthly rates:

Late Charges

Billings will be made and distributed at monthly intervals. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is 21 days after rendition of the bill, unless that date falls upon a Sunday, legal holiday, or any other day when the offices of Timber Creek that are regularly used for the payment of customer bills are not open to the general public, in which case the day on which payment is considered delinquent shall be extended through the next business day. A charge of 3% times the unpaid balance or \$5, whichever is highest, will be added to delinquent amounts each month. If a customer has not been late in the previous twelve months, the Company may at its discretion waive the late fee. After disconnection for non-payment, additional delinquent charges will not be assessed if the only new charge on the prior month's bill was the assessment of the delinquent charge.

Returned Check Charge

A returned check charge of up to \$25.00 per check will be due on all checks returned from the bank for insufficient funds.

Automated Clearing House (ACH) NSF

A charge of up to \$25.00 per ACH transaction will be collected for ACH transactions reversed due to insufficient funds.

Disconnection / Reconnection

The charge for reconnection after service disconnection by the Company for violation of Rule 7 herein shall be the total actual cost of disconnection and reconnection of water service by the water utility provider plus a one-time \$10 fee.

Permit/Connection Inspection Fee

A fee of \$100.00 will be charged for permit and inspection of a new service connection to the collecting sewer or new sewer extension connection to Company owned collecting sewer.

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Connection Re-Inspection Fee

A fee of \$50.00 will be charged for any re-inspection of the new service connection that is not the fault of the Company.

Rule 1 – Definitions

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities; two or more such entities may make one application for a sewer extension and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- B. "B.O.D" denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- C. CLASS 1 COMMERCIAL BUILDING" shall mean any structure, buildings, portion of a building or combinations of buildings in the same compound utilized, or to be utilized, by a retail or service business which, on the premises, does not: 1) manufacture any items or products; or 2) prepare and/or serve any types of food products; or 3) provide washing facilities for motor vehicles; or 4) service or repair motor vehicles; or 5) provide overnight accommodations for travelers.
- D. CLASS 2 COMMERCIAL BUILDING" shall mean any structure, building or portion a building or combinations of buildings in the same compound utilized, or to be utilized, by a retail or service business which, on the premises: 1) prepares

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- and/or serves any types of food products; or 2) provides washing facilities for motor vehicles; or 3) services or repairs motor vehicles; or 4) provides overnight accommodations for travelers.
- E. CLASS 1 INDUSTRIAL BUILDING" shall mean any structure, building, portion of a building or combinations of buildings in the same compound utilized, or to be utilized, by a single entity whose primary use is for the manufacture, fabrication, processing, storage and/or assembly of any product.
- F. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service tees, wyes and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connected to the pipeline, and is sometimes referred to generically as a COLLECTING SEWER.
- G. The "COMPANY" is Timber Creek Sewer Company, acting through its officers, managers, or other duly authorized employees or agents.
- H. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- I. The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken, and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates, or maybe the date of commencement of construction of the building

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upon the property.

- J. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- K. "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or turn-off of water service by the water utility at the request of the Company.
- L. "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 6 - Improper or Excessive Use.
- M. A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.
- N. "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- O. A "PUMP UNIT" is a self-contained facility consisting generally of a tank and an electric pump and may include liquid level controls, an alarm, and check valves; the Pump Unit may either separate solid from liquid waste retaining the solid waste in the tank and pumping the liquid waste under pressure to collecting sewer pipelines (septic tank effluent pump or STEP), or may pump waste water including solids to a collecting

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sewer or a pressure collecting sewer (grinder pump). The PUMP UNIT is installed, owned and maintained by the Customer.

P. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.

Q. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.

R. A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a tee branch or wye branch, or the bell of a saddle placed on the barrel of the collecting sewer.

S. A "SERVICE SEWER" or "CUSTOMER'S SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the collecting sewer, excluding service tees, wyes or saddles. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of wastewater under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer.

T. SEWER USAGE FACTOR (SUF) or Water Use Factor (WUF), a multiplier used to estimate the volume of incoming water that returns to the sewer system in other than single family residential settings. Where usage information is available, WUF will be equal to the amount calculated for a single-family residence

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multiplied by a water usage factor. The WUF shall be determined by dividing the average monthly usage in gallons by 7,000 gallons but shall not be less than 1. The minimum factor is one. Where usage information is not readily available, the WUF shall be determined by the application of the standard equivalent dwelling unit (EDU) attributable to the use of the premises. The minimum unit for each classification of users is one. The number of EDUs attributable to each type of use or user will be calculated in accordance with the Summary of Equivalent Dwelling Units, a copy of which is included in the tariff. The Company will attempt to get the usage information from the water provider or request bill copies from the customer to establish future sewer bills based on actual use. The present methodology for calculation of special contract rates will be reevaluated as part of the next rate case.

- U. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes re-subdivision thereof.
- V. "SUSPENDED SOLIDS" are the insoluble materials suspended or dispersed in wastewater, expressed in milligrams per liter on a dry weight basis, as determined by standard procedures.
- W. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.
- X. "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the Customer. Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the Company, and may include physical disconnection of the service sewer, termination or disconnection

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of water service by the water utility, or the Company's observation of non-occupancy of the unit served.

- Y. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, owned or leased. Each mobile home in a mobile home park, and each rental unit of a multi-tenant rental property are considered as separate Units for each single family or firm occupying same as a residence or place of business.
- Z. A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline, and to which the Customer's service sewer is connected.

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Rule 2 - General Matters

- A. Every applicant, upon signing an application for sewer service or any Customer accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in the numbered sheets of this tariff. The rates applicable to appropriate class of service in particular service areas are set forth in rate schedules and constitute a part of this tariff.
- C. The Company reserves the right, subject to approval from the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time-to-time deem necessary or proper.
- D. After the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these Rules and Regulations, in accordance with the statutes of the State of Missouri, and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not conform with these Rules and Regulations may remain, if said facilities do not cause any service problems or improper use, and reconstruction is impractical.
- E. The point of sewer service provided by the Company shall be at the service connection.
- F. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.

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Rule 3 – Limited Authority Of Company Employees

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.
- C. The Company shall not be responsible for damages due to any failure to remove wastewater from the premises, or for interruption if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages because of any interruption of sewer service, or for damages caused by defective piping, fittings, fixtures or appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to damages from Acts of God, civil disturbances, war, government actions, and other uncontrollable occurrences.

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Rule 4 – Applications For Sewer Service

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

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- F. When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible by the Company, so that there will be a basis for sewer charges. The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.
- G. The Company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other future purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.
- H. A new service connection shall be authorized when all conditions in the above paragraphs, and Rule 5 – Inside Piping and Customer Service Sewer, regarding application, construction and inspection provisions, are met.
- I. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.
- J. When a service sewer is to be connected to the collecting sewer, the plumber employed by the customer shall obtain the connecting accessories from the company. The plumber shall advise the company 24 hours in advance of when he expects to make the connection so a representative of the company can inspect the installation. The company must inspect any connection made by the customer prior to trench backfilling. The applicant or the applicant's plumbing contractor shall comply with the latest trench safety requirements required by OSHA. The trench shall be adequately braced or sloped back in

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accordance with OSHA requirements. A commercial quality ladder shall be provided so that the company's inspector can safely access the bottom of the trench excavation. If the trench has caved-in before the inspection by the company, the excess material shall be removed to allow proper inspection of the sewer installation.

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Rule 5 – Inside Piping And Customer Service Sewer

- A. The Customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer, with the approval of the Company. The Customer shall notify the Company prior to cleaning or repairing the service sewer.
- B. Construction of the service sewer, and connection to the collecting sewer shall be subject to the inspection and approval of the company. No backfill shall be placed until the work has been inspected by the company. In the event the customer or the customer's agent shall damage a wye branch or saddle, or cause damage to the cost collecting sewer, then the customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenance as necessary.
- C. Plumbing specifications of all governmental agencies having jurisdiction, and these Rules and Regulations, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.
- D. A separate and independent service sewer shall generally be required for every building. Exceptions are:
 - 1. When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer.

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2. When two or more buildings are a part of a complex that cannot be subdivided.
- E. The gravity service sewer shall be constructed using ductile iron pipe, polyvinyl chloride pipe (PVC), ASTM specification or equal; or other suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.
- F. The size and slope of the gravity service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch gravity sewer pipe shall not be less than one-eighth (1/8) inch per foot.
- G. Whenever possible, the service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall except where the service sewer enters the building area. The depth shall be sufficient to afford protection from frost. The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings. A ninety (90) degree bend in the service sewer shall be accomplished by using two (2) forty-five (45) degree bends with a straight section of pipe between the 45 degree bends. A cleanout may be added every 100 feet for service purposes.
- H. Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.

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- I. In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used.
- J. All excavations required for the installation of a service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes.
- K. The connection of the service sewer to the collecting sewer shall be made at the tee branch or wye branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve-inch (12") diameter or less and there is no properly located tee branch or wye branch at a suitable location, such a branch shall be furnished and installed by the Customer at a location specified by the Company and by an installation method approved by the Company. If the collecting sewer is greater than twelve inches (12") in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle shall be furnished installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The wye branch, tee branch, or saddle shall become a part of the Company's collecting sewer and owned by the Company after installation.
- L. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.
- M. Company personnel may not work on piping or facilities not owned by the Company, unless authorized by the Customer.

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- N. Customer Service Sewers may not be extended along public streets or roadways or through property of others in connecting with the Company's collecting sewers. The service sewer may, however, extend through the collecting sewer easement and roadway easement as necessary in order to be connected to a collecting sewer located across and adjacent to a street in front of the Customer's living unit. The service sewer must be laid in a straight line and at right angles to the collecting sewer and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.

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Rule 5A – Pressure Collecting Sewers

- A. This rule applies to customers on a pressurized collection system and is not applicable to customers on a gravity collection system. All rules not specifically applicable to gravity flow sewers and services are also applicable.
- B. The company will provide a written application for prospective customers to use to request sewer service, with the application specifying when a pump station is necessary including information regarding a current estimate for the cost to establish service to a specific lot. Installation costs of the pump unit, pump station, control panel, electrical service and the service sewers between the dwelling and the company's collecting sewers are the responsibility of the customer, the developer or the builder. Electricity costs for pump operation shall be the responsibility of the customer.
- C. The company will ensure that collecting sewers, whether gravity or pressure sewers, are available to each platted lot in the subject subdivisions, with such collecting sewers to be installed at the developers' cost.
- D. The company will establish specifications for the construction of the customers service sewers and pump stations and procedures for connection of the service sewers to its collecting sewers, including the location of the point of connection of the service sewers to the collecting sewers, and will provide such specifications and procedures to the subdivision developers, known builders and service applicants.
- E. The Company will conduct an inspection of the customers' service sewer from the building to the Company's collecting sewers and the customers' pump station installation prior to the ditch being filled in to ensure that these facilities are constructed in accordance with its specifications and will maintain records of all such inspections.

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- F. The company will take the actions necessary regarding the construction of the collection and treatment facilities to ensure compliance with Commission rule 20 CSR 4240-60.020(6) and will maintain records of all such actions taken.
- G. The gravity service sewer from the building to the pump station, the pressure service sewer from the pump unit to the customer's property line, and the pump station pit, floats, and electrical components shall be owned and maintained by the Customer. The Customer shall also install a check valve near the property line. The Customer shall notify the company of any malfunction in the operation of the sewer system serving Customer.
- H. A stopcock shall be placed on the service connection near the property line. Said stopcock shall include a provision for locking. The stopcock will be furnished, owned and maintained by the company. Sewer service may be disconnected by locking the stopcock in the closed position
- I. In all cases of discontinuance of sewer service pursuant to the Company's approved Rules, sewer service may be disconnected by the Company. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of effectuating resumption of service.
- J. The company will provide information for the customers' use in obtaining assistance on a 24/7 basis when a pump failure occurs.
- K. The company or authorized agent will perform the replacement of the repairable parts on the pump units, including maintaining the necessary inventory of such repairable parts and an inventory of at least one replacement pump for each 50 pumps, or fraction thereof, in service. The company shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit by the Customer or their agent.

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- L. The Company shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit. The Customer and/or the owner of the premises wherein pump units are in operation shall be responsible for the care and safekeeping of the pump unit, including electrical service to the pump unit, to prevent freezing and overflow as well as damage due to flooding caused by the pump unit.
- M. In the event that the customer or the customer's agent shall damage the pump, pump station, station, control panel or any appurtenances thereto, the customer shall be responsible for the cost to repair any such damage, including replacement thereof, if necessary.

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Rule 6 – Improper Waste or Excessive Use

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

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- E. Customers will not be permitted to allow discharge in any way from premises other than the service address, nor to permit the use of their drains or connections to the service sewer for waste discharge by others, without permission from the Company.
- F. Except as may be provided in paragraph A.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:
1. Maximum temperature of 150 degrees Fahrenheit.
 2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.).
 3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
 4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
 5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 6. No garbage that has not been properly shredded.
 7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.
 8. No wastewater having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.
 9. No wastewater containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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Rule 7 – Discontinuance of Service

A. The Company may discontinue service for any of the following reasons:

1. Non-payment of a delinquent account not in dispute; or
2. Failure to post a security deposit or guarantee acceptable to the utility; or
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
4. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement.
7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, for unauthorized resale of sewer service, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's sewer system; or
9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and that 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

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to the Customer shall be provided by rules and procedure applicable to the Customer's sewer service in lieu of notification required by these Rules and Regulations.

B. Discontinuance of service may be accomplished by, but not limited to, physical disconnection or turn-off of the Customer's service sewer from the Company's collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished by physical disconnection or turn-off, or discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:

1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.

C. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.

D. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.

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

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

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F. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested, with a copy of the notice sent to the Public Service Commission and a copy to the property owner if different than the Customer and if known by the Company. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 9:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Missouri Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service.

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

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

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address

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5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.
- H. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).
- I. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.
- J. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- K. The provisions of paragraphs I. and K., above, may be waived if safety of Company personnel while at the premises is a consideration.

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- L. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.
- M. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
- N. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- O. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- P. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rule 8 – TERMINATION OF SERVICE

- A. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by turnoff of water service to that unit. The method used for termination of service shall be determined by the Company.
- B. A Customer may request temporary turn-off of water service or sewer service by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.

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Rule 9 – Interruptions in Service

- A. The Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system.
- B. Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is practicable to do so. Every effort will be made to minimize limitation of service.
- C. No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.

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Rule 10 – Bills for Service

- A. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- B. A Customer who has made application for, or who is or has been taking sewer service at one or more units connected to the collecting sewer, shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- C. Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- D. Payments shall be made at the office of the Company or at a convenient location designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- E. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical errors. Customers will be held responsible for charges based on service provided.
- F. Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the Customer at such separate locations.
- G. The Company shall have the right to render bills monthly in advance, or on a monthly basis in arrears when the sewer charges are based on water usage. Bills

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shall have the due date indicated on the bill. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of 21 days after rendition of the bill. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 8. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.

- H. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used.
- I. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum. The owner of the property served will be held responsible for ultimate payment of a bill. If the customer is a tenant of rental property, copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property if the owner is known to the Company.
- J. Unless sewer charges are billed in advance, the Company may require a security deposit or other guarantee as a condition of new service if the Customer:
1. Has a past-due bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service; or,
 2. Has, in an unauthorized manner, within the last five (5) years prior to applying for service, interfered with or diverted the service of a utility in the provision of the same type of service; or,

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3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.
- K. Unless sewer charges are billed in advance, the Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued or re-establishing service if service if:
 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
 2. The Customer has interfered with, diverted or, in an unauthorized manner, used utility service delivered to the customer's premises; or,
 3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods. Prior to requiring a customer to post a deposit under this subsection, the utility shall send the customer a written notice explaining the utility's right to require a deposit or include such explanation with each written discontinuance notice.
- L. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- M. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall*

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Street Journal for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.

- N. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- O. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- P. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 20 CSR 4240-13.

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Rule 11 – Extension Of Collecting Sewers

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

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

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extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.

2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons but shall not be less than 1.

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

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

G. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.

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- H. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

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