

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

In the Matter of Aqua Missouri, Inc.'s Request for an)
Increase in Rates for Sewer Service Pursuant to the) Case No. SR-2008-0267
Commission's Small Company Rate Increase Procedure.)

STAFF'S RECOMMENDATION

COMES NOW the Staff of the Missouri Public Service Commission (Staff), through Counsel, and files this Recommendation as directed by the Missouri Public Service Commission's (Commission) January 13, 2009 Order. For its Recommendation, Staff respectfully states the following:

1. On August 26, 2008, Aqua Missouri, Inc., (Aqua or Company), the Staff, and the Office of Public Counsel (OPC) filed a Unanimous Agreement Regarding Disposition Of Small Water Company Revenue Increase Request (Disposition Agreement). The Commission approved the Disposition Agreement on August 28, 2008.

2. Paragraph twenty-one (21) of the Disposition Agreement states that "the Company will update the tariff language for its collecting sewer extension rule. The Company agrees to file proposed tariff changes to this rule by September 30, 2008."

3. On October 1, 2008, the Company filed tariff sheets updating the sewer extension rule in YS-2009-0227. The Staff filed its recommendation regarding the updates on November 5, 2008, and the Commission approved the tariff sheets on November 10, 2008. The new tariff sheets became effective on November 14, 2008.

4. On January 8, 2009, Aqua filed tariff sheets with an effective date of February 7, 2009. While the Disposition Agreement did not contemplate revisions to the definition of Rule 1, or revisions to the extension contract within Rule 12, the Company's filing is nonetheless a proper 30-day tariff filing.

5. The Company's tariff filing proposes to accomplish three (3) things: 1) for updating and clarification purposes, create some new definitions, and revise some existing definitions contained in Rule 1; 2) make a correction to the written formula for TempCIAC in the extension rule, Rule 12; and 3) to propose revisions to, and the combination of, existing Exhibits A and B into a new Exhibit A extension /expansion contract. Existing Exhibit A applies to individual customer/applicants, and Exhibit B applies to developers. Incorporating the proposed Exhibit A into the tariff requires the removal of references to Exhibit B from the existing extension rule, and substituting with references to Exhibit A.

6. Staff's Memorandum, Attachment A, outlines the proposed changes to each tariff sheet. To compare the pending tariff sheets with the corresponding existing tariff sheets, both versions are contained in Attachment B, and are marked in blue to highlight the proposed changes. Each page is also marked in yellow indicating whether it is a new (pending) sheet, or an existing sheet.

7. The Staff recommends approval of the tariff sheets as the changes and additions are reasonable and in the public interest. The tariff sheets contain no new rates or charges, nor changes to any existing rates or charges. The Commission's approval of the tariff sheets will have no impact upon any other matter currently before it.

8. Aqua is not delinquent on the filing of any annual reports, or the payment of annual assessments through the third quarter of Fiscal year 2009.

WHEREFORE, the Staff submits its Recommendation for the approval of Aqua's tariff sheets, to become effective on February 7, 2009.

Respectfully submitted,

/s/ Jennifer Hernandez

Jennifer Hernandez

Legal Counsel

Missouri Bar No. 59814

Attorney for the Staff of the

Missouri Public Service Commission

PO Box 360

Jefferson City, MO 65102

(573) 751-8706 (Telephone)

(573) 751-9285 (Fax)

jennifer.hernandez@psc.mo.gov (email)

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 29th day of January, 2009.

/s/ Jennifer Hernandez

MEMORANDUM

TO: Missouri Public Service Commission Official Case File
Case No. SR-2008-0267 Aqua Missouri, Inc. - Tracking No. YS-2009-0501

FROM: Jim Merciel – Water & Sewer Dept.

/s/ Jim Busch

Manager, Water and Sewer Department

January 29, 2009

Date

/s/ Jennifer Hernandez

General Counsel's Office

January 29, 2009

Date

SUBJECT: Staff Recommendation Regarding Tariff Filing of January 8, 2009

DATE: January 29, 2009

BACKGROUND

On January 8, 2009 Aqua Missouri, Inc. (AquaMo or Company) filed tariff sheets to revise its tariff. On January 13, 2009, in its **Order Directing Staff to File a Recommendation**, the Commission established January 29, 2009, as the date by which the Staff shall file a recommendation. This memorandum is intended to comply with the Order.

On August 26, 2008, AquaMO, the Staff of the Public Service Commission (Staff) and the Office of the Public Counsel filed a **Unanimous Agreement Regarding Disposition of Small Sewer Company Revenue Increase Request** (Disposition Agreement). The Disposition Agreement was approved by the Commission in its **Order Approving Unanimous Disposition Agreement and Approving Tariff** (Disposition Order), effective September 7, 2008. In filing the Disposition Agreement, the parties agreed, among other things, "[t]hat the Company will update the tariff language for its collecting sewer extension rule." To comply with the Disposition Order and item No. 21 of the Disposition Agreement, the Company filed tariff sheets updating the extension rule on October 1, 2008. Those tariff sheets were approved and became effective on November 14, 2008.

With this pending tariff filing, the Company proposes to accomplish three (3) things:

1. For updating and clarification, create some new definitions, and revise some existing definitions contained in Rule 1;
2. Make a correction to the written formula for TempCIAC in the extension rule, Rule 12; and,

ATTACHMENT A

3. To propose revisions to, and the combination of, existing Exhibits A and B into a new Exhibit A extension/expansion contract. Existing Exhibit A applies to individual customer/applicants, and Exhibit B applies to developers. Incorporating the proposed Exhibit A into the tariff requires the removal of references to Exhibit B from the existing extension rule, and substituting with references to Exhibit A.

Case No. SR-2008-0267 did not contemplate revision of the definitions in Rule 1, or revisions to the extension contract, but nonetheless, the Company's filing is a proper 30-day tariff filing. The Staff believes the new extension contract improves upon the existing contracts now in effect, and follows the provisions of the revised extension rule better than the existing two contracts, by including new terminology and specific provisions created in the revised extension rule. The correction to the written formula for TempCIAC is the only change related to the Company's October 1, 2008 filing required by the Disposition Order.

OVERVIEW OF THE PROPOSED RULE CHANGES

To compare the pending tariff sheets with the corresponding existing tariff sheets, both versions are contained in Attachment B and are marked in blue to highlight the proposed changes. Each page is also marked in yellow indicating whether it is a NEW (pending) sheet, or an EXISTING sheet.

The specific changes to the tariff sheets are as follows:

Sheet No. S-2, the Index, reflects a change combining the extension contracts, Exhibit A and Exhibit B, into a single new Exhibit A.

Sheet No. SRR 1 contains a revision to the definition of "Applicant," and the addition of the definitions of "Appurtenances" and "Authorized Representative."

Sheet No. SRR 2 contains the addition of definitions for "Certificated Area" and "CIAC," which are included in the recently revised Rule 12, the extension rule. This sheet also contains a revision to the definition for "Collecting Sewer."

Sheet No. SRR 3 contains the revised definitions for "Company," "Customer" and "Developer."

Sheet No. SRR 4 contains a revision in the definition for "Extension."

Sheet No. SRR 5 makes a typographical correction for the term "pH."

The definitions on Sheet No. SRR 6 are neither changed nor revised, but the sheet is necessary to re-letter the definitions on this page caused by additional definitions on previous pages, and for the placement of text on the page.

Sheet No. SRR 7 contains a change to the definition for “Subdivision.”

Sheet No. SRR 8 contains the addition of “TempCIAC” and “TpCIAC,” definitions that are included in the recently revised Rule 12.

Sheet No. SRR 39, Rule 12 (B)(3) contains a correction to the verbalized formula for TempCIAC. Although the stated purpose of TempCIAC is correct in the existing tariff, a problem with the formula was discovered after this rule was approved. The existing formula only states TempCIAC as a “per customer” amount rather than a total dollar amount, and does not take into proper consideration the TpCIAC that might have been paid by the developer or customer.

Sheet Nos. SRR 41 and SRR 44 contain updates in three places for reference to “Exhibit A,” where previously the reference was to “Exhibit B.” These updates reflect the revised Exhibit A as included within this filing.

Sheet Nos. SE 1 through SE 9 contain the revised extension/ expansion contract, now referred to as Exhibit A. This revised contract combines the previous Exhibit A, which applied to individuals for sewer pipeline extensions, and Exhibit B, which applied to developers for pipeline extension and/or treatment facility expansion.

Sheet No. SE 10 is now blank due to the shorter length of Exhibit A.

OTHER MATTERS, STAFF'S CONCLUSIONS AND RECOMMENDATION

The Company is not delinquent on the filing of any annual reports, or the payment of annual assessments through the third quarter of Fiscal year 2009. This conclusion is based upon Jim Merciel’s review of annual reports filed through the Commission’s Electronic Filing and Information System, and the Administrative Division’s annual assessment ledger posted on the Commission’s intranet.

The Staff and the Company have worked together to draft these proposed tariff sheets. The Staff believes that the changes and additions in these proposed tariff sheets are reasonable, and that approval would be in the public interest. There are no new rates or charges, and no changes to any existing rates or charges. Approval of the proposed tariff sheets will have no impact upon any other matter before the Commission.

The Staff, therefore, recommends approval of these tariff sheets, to become effective on February 7, 2009.

Attachment B: Comparison of NEW tariff sheets with EXISTING tariff sheets.

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

AFFIDAVIT OF JAMES A. MERCIEL, JR.

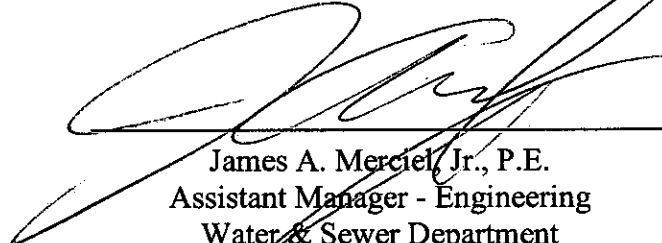
STATE OF MISSOURI)

) ss


Case No. SR-2008-0267

COUNTY OF COLE)

James A. Merciel, Jr., of lawful age, on his oath states: (1) that he is the Assistant Manager – Engineering in the Water and Sewer Department of the Missouri Public Service Commission; (2) that he participated in the preparation of the foregoing *Memorandum*; (3) that he has knowledge of the matters set forth in the foregoing *Memorandum*; and (4) that the matters set forth in the foregoing *Memorandum* are true and correct to the best of his knowledge, information and belief.


James A. Merciel, Jr., P.E.
Assistant Manager - Engineering
Water & Sewer Department
Utility Operations Division

Subscribed and sworn to before me this 29th day of January 2009.


Notary Public



SUSAN L. SUNDERMEYER
My Commission Expires
September 21, 2010
Callaway County
Commission #06942086

P.S.C. MO. No. 2

5th (Revised) SHEET No. S-2

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

4th (Revised) SHEET No. S-2

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

NEW

	<u>Sheet No.</u>
Title Page	S-1
Index	S-2 +
Map of Service Area	SM-1-4
Legal Description of Service Area	SL-1-17
Schedule of Rates	SR-1-2
Schedule of Service Charges	SR-3-5

Rule No.

1	Definition	SRR-1-10
2	General Rules and Regulations	SRR-11-12
3	Company Employees & Customer Relations	SRR-13
4	Applications for Service	SRR-14-17
5	Inside Piping & Customer Water Svc. Lines	SRR-18-22
6	Improper or Excessive Use	SRR-23-25
7	Discontinuance of Service by Company	SRR-26-27
8	Interruption in Service	SRR-28
9	Bills for Service	SRR-29-31
10	Special Contract for Excess Capacity	SRR-32
11	Rules Applying to Customers Served by an Alternative Collection System	SRR-33-38
12	Extension of Collection Sewers and Acquisition of Existing Sewer Systems	SRR-39-46

Exhibits A and B
now combined

Exhibit

A

Extension Agreement	SE-1 - 10 +
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* Indicates new rate or text

+ Indicates change

DATE OF ISSUE January 8, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy

President

P. O. Box 7017, Jefferson City, Missouri 65102

Name of Officer

Title

Address

Attachment B

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

3rd (Revised) SHEET No. S-2

AQUA MISSOURI, INC.

For

Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

	<u>Sheet No.</u>
Title Page	S-1 +
Index	S-2 +
Map of Service Area	SM-1-4
Legal Description of Service Area	SL-1-17
Schedule of Rates	SR-1-2
Schedule of Service Charges	SR-3-5

Rule No.

1	Definition	SRR-1-10
2	General Rules and Regulations	SRR-11-12
3	Company Employees & Customer Relations	SRR-13
4	Applications for Service	SRR-14-17
5	Inside Piping & Customer Water Svc. Lines	SRR-18-22
6	Improper or Excessive Use	SRR-23-25
7	Discontinuance of Service by Company	SRR-26-27
8	Interruption in Service	SRR-28
9	Bills for Service	SRR-29-31
10	Special Contract for Excess Capacity	SRR-32
11	Rules Applying to Customers Served by an Alternative Collection System	SRR-33-38
12	Extension of Collection Sewers and Acquisition of Existing Sewer Systems	SRR-39-46 +

Exhibits

A	Extension Agreement (Individual)	SE-1-5
B	Extension Agreement (Developer)	SE-6-10

EXISTING

A and B now
combined

* Indicates new rate or text
 + Indicates change

DATE OF ISSUE September 30, 2008 DATE EFFECTIVE November 14, 2008

ISSUED BY Terry Rakocy President P. O. Box 7017, Jefferson City, Missouri 65102
 Name of Officer Title Address

FILED
 Missouri Public
 Service Commission
 SR-2008-0267; YS-2009-0227

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**Rules and Regulations
Governing Rendering of ServiceRule 1 DEFINITIONS

- (a) "ALTERNATIVE COLLECTION" is any wastewater collection other than conventional eight (8) inch diameter or larger gravity piping with manholes located at changes in direction, pipe size, and grade. Examples of alternative collection include but are not limited to septic tank effluent pump (STEP) without pretreatment (i.e., septic tanks), pressurized piping utilizing grinder pumps and vacuum sewers.

Changed

- (b) + An "APPLICANT" is a person, group of people, firm, corporation, governmental body, or other entity which has applied for sewer service from the Company through a sewer service connection or a sewer extension to one or more existing or proposed residential, commercial or industrial building occupied by or to be occupied by the requesting Party(ies). Two or more such entities may make one application for a sewer extension and be considered one APPLICANT.

- (c) An "APPLICATION FOR SERVICE" is a written request by a potential customer requesting sewer service. The application form will be prepared by and available from the Company.

new definition

- (d) * "APPURTENANCES" are valves, pumps, fittings, pipes, hoses, plumbing or metering devices connected to sewers, basins, tanks, storage vessels, treatment units and discharge or delivery structures, or used for transferring products of wastes.

new definition

- (e) * "AUTHORIZED REPRESENTATIVE" any designated and duly authorized person or persons appointed by the Company to perform the assigned functions.

- (f) "BASE WATER USAGE" shall be the Customer's water consumption corresponding to the Company's billing periods for the months of January, February and March.

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P. O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title Address

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

Rules and Regulations
Governing Rendering of Service

APR 27 1992

Rule 1 DEFINITIONS

EXISTING

- (a) "ALTERNATIVE COLLECTION" is any wastewater collection other than conventional eight (8) inch diameter or larger gravity piping with manholes located at changes in direction, pipe size, and grade. Examples of alternative collection include but are not limited to septic tank effluent pump (STEP) without pretreatment (i.e. septic tanks), pressurized piping utilizing grinder pumps and vacuum sewers.

changed (b)

An "APPLICANT" shall be a person or group of people requesting sewer services from the Company through a service connection, or a collecting sewer extension to one or more existing or proposed residential, commercial or industrial building occupied by or to be occupied by the requesting party(ies).

- (c) An "APPLICATION FOR SERVICE" is a written request by a potential Customer requesting sewer service. The application form will be prepared by and available from the Company.
- (d) "BASE WATER USAGE" shall be the Customer's water consumption corresponding to the Company's billing periods for the months of January, February, and March.
- (e) The "BILLING PERIOD" shall be defined as the time frame for which sewer service is provided or taken, and for which compensation to the Company is expected.

FILED

*Indicates new rate or text
+Indicates change

MAY 27 1992
92-195
MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

Milton E. Leeds

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

- (g) The "BILLING PERIOD" shall be defined as the time frame for which sewer service is provided or taken, and for which compensation to the Company is expected.
- (h) "B.O.D." denotes biochemical oxygen demand. It is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions expressed in milligrams per liter.
- (i) * "CERTIFICATED AREA" is an area approved and filed with the Missouri Public Service Commission as a defined area that will be serviced by the Company in accordance with these Rules and Regulations.
- (i) * "CIAC" is a Contribution in-aid-of Construction, when either plant assets or cash or both are contributed to the company by applicants for service or by developers.
- (k) + A "COLLECTING SEWER" is a pipeline, including force lines, gravity sewers, pressure piping, wyes, tees, clean-outs, manholes, lampholes, trunk sewers and necessary appurtenances, which is owned and maintained by the Company, located on public property or on Company or public utility easements, and used to transport sewage waste from the customer's service sewer connection to the point of disposal.
- (l) The term "COMMERCIAL CUSTOMER" shall designate:
- (1) A retail or service business utilizing any building, portion of a building or combination of buildings in the same compound which does not manufacture any item or items on the premises.
- (2) A hotel, motel, tourist court, or recreational vehicle park which rents or leases rooms or spaces to tenants.

new definition

new definition

Minor change

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009ISSUED BY Terry Rakocy President
Name of Officer TitleP. O. Box 7017, Jefferson City, Missouri 65102
Address

Cancelling P.S.C.MO. No. All Previous Schedules{Original
~~Revised~~} SHEET No. _____

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

Rules and Regulations
Governing Rendering of Service

APR 27 1992

EXISTING

Rule 1 DEFINITIONS (continued)

(f) "B.O.D." denotes biochemical oxygen demand. It is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions expressed in milligrams per liter.

(g) minor change A "COLLECTING SEWER" is a pipeline, including force mains, gravity sewers, pressure piping, wyes, tees, clean-outs, manholes, lampholes and necessary appurtenances, which is owned and maintained by the Company, located on public property or on Company or utility easements, and used to transport sewage waste from the Customer's service sewer connection to the point of disposal.

(h) The term "COMMERCIAL CUSTOMER" shall designate :

(1) A retail or service business utilizing any building, portion of a building or combination of buildings in the same compound which does not manufacture any item or items on the premises.

(2) A hotel, motel, tourist court, or recreational vehicle park which rents or leases rooms or spaces to tenants.

changed (i) The "COMPANY" is Capital Utilities, Inc. of Jefferson City, Missouri acting through its officers, managers, operations contractor, or other duly authorized employees or agents.

*Indicates new rate or text
+Indicates change

FILED

MAY 27 1992

92-195

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds

name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

change

(m) + The "COMPANY" is Aqua Missouri, Inc. of Jefferson City, Missouri acting through its officers, managers, operations contractor, or other duly authorized employees or agents.

minor change

(n) + The "CUSTOMER" is any person, individual, partnership, association, firm, corporation or governmental body which has contracted with the company for sewer service to a unit or is receiving sewer service from the company to a unit, or whose facilities are connected for utilizing sewer service to a unit.

(o) The "DATE OF CONNECTION" shall be the date the application for service connection is issued by the company. In the event no application is filed and a service connection is made, the date of connection shall be determined by the company based on available information such as construction/occupancy permits or water or electric service turn on dates.

change

(p) + A "DEVELOPER" is any person or entity who, directly or indirectly, sells or leases or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision, but shall not include any licensed broker or licensed salesman who is not a shareholder, director, officer or employee of a developer and who has no legal or equitable interest in the land, and shall not include any individual lot owner not associated with a sale of other lots in the subdivision.

(q) The term "DISCONNECTION" may be used literally in the case where a customer's service is physically disconnected or plugged to prevent flow to the company's system. It may also be used to refer to customer's service simply being discontinued by reason of the customer vacating the building or unit served.

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
 Name of Officer Title

P. O. Box 7017, Jefferson City, Missouri 65102
 Address

Cancelling P.S.C.MO. No. All Previous Schedules{ Original } SHEET No. _____
~~REVISION~~

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

EXISTING

Rules and Regulations
Governing Rendering of Service

APR 27 1992

Rule 1 DEFINITIONS (continued)

(j) The "CUSTOMER" is any person, individual, partnership, association, corporation or governmental body which has contracted with the Company for sewer service to a unit or is receiving sewer service from the Company to a unit, or whose facilities are connected for utilizing sewer service to a unit.

(k) The "DATE OF CONNECTION" shall be the date the application for service connection is issued by the Company. In the event no application is filed and a service connection is made, the date of connection shall be determined by the Company based on available information, such as construction/occupancy permits, or water or electric service turn-on dates.

(l) A "DEVELOPER" shall mean a person or group of persons who has or intends to sell two (2) or more lots, parcels or tracts of land to others for the purpose of constructing thereon any type of building.

(m) The term "DISCONNECTION" may be used literally in the case where a Customer's service is physically disconnected or plugged to prevent flow to the Company's system. It may also be used to refer to Customer's service simply being discontinued by reason of the Customer vacating the building or unit served.

*Indicates new rate or text
+Indicates change

FILED

MAY 27 1992
92 - 195
MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY Milton E. Leeds
name of officer

President, P.O. Box 7017, Jefferson City, Mo.
title address

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

- (r) A "DISCONNECTION CLEANOUT" or "ELDER VALVE" is a device consisting of a special tee and plunger, owned by the Company on the customer's service sewer, used to physically stop any flow through the service sewer. It may be used if it is known that any sewer service lateral may be disconnected in the event raw sewage may back up into the residence. It may also be used by the company if a property owned or a customer has a past due or delinquent account for services rendered by the Company. In addition, it may also be used by the Company if the owner or customer simply wishes temporary discontinuance by reason of the Owner/Customer vacating the building or unit served.
- (s) "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal house hold activities.
- (t) + **changed** A sewer system "EXTENSION" may refer to continuation of piping, expansion or an addition to the existing Company owned system, including manholes, cleanouts, appurtenances, lift stations, reconstruction of existing sewers including treatment facility or the construction of an entirely new wastewater collection system and or an entirely new wastewater treatment facility.
- (u) 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.
- (v) "GRINDER PUMP STATION SYSTEM" is the pumps, related equipment, tanks, piping and appurtenances, which grinds and pumps sewage waste from an individual unit under pressure to collection lines. The system also contains level controls for interim storage of liquid waste and intermittent pump operation as a function of liquid level with appropriate malfunction alarms, control and valves to assure compatible operation with similar units.

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
 Name of Officer Title

P. O. Box 7017, Jefferson City, Missouri 65102
 Address

Canceling P.S.C. MO. No. 2 (Original) SHEET No. SRR4AquaSource/CU, Inc.
Name of Issuing CorporationFor Missouri Certificated AreaSewer DivisionMissouri Public
Service CommissionRules and Regulations
Governing Rendering of Service

REC'D DEC 03 2002

Rule 1 DEFINITIONS (continued)

- (n) A "DISCONNECTION CLEANOUT" or "ELDER VALVE" is a device consisting of a special tee and a plunger, owned by the Company on the Customer Service Sewer, used to physically stop any flow through the service sewer. It may be used if it is known that any sewer service lateral may be disconnected in the event raw sewage may back up into the residence. It may also be used by the Company if a property owned or a customer has a past due or delinquent account for serviced rendered by the Company. In addition, it may also be used by the Company if the owner or customer simply wishes temporary discontinuance by reason of the Owner/Customer vacating the building or unit served.

EXISTING

- (o) "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal house hold activities.

changed

- (p) A sewer system "EXTENSION" may refer to continuation of piping or an addition to the existing Company owned system, reconstruction, or the construction of an entirely new wastewater collection/treatment system.

- (q) 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.

- (r) "GRINDER PUMP STATION SYSTEM" is the pumps, related equipment, tankage, piping and appurtenances, which grinds and pumps sewage waste from an individual unit under pressure to collection lines. The system also contains level controls for interim storage of liquid waste and intermittent pump operation as a function of liquid level with appropriate malfunction alarms, controls and valves to assure compatible operation with similar units.

- (s) The term "INDUSTRIAL CUSTOMER" is a single entity utilizing any building, portion of a building, or combination of buildings in the same compound and whose primary use is for the manufacture, fabrication, and/or assembly of any product.

* Indicates new rate or text

+ Indicates change

FILED JAN 22 2003

DATE OF ISSUE November 20, 2002 DATE EFFECTIVE 11/20/2002ISSUED BY Frank Hoffmann, President, 411 -7th Avenue, Pittsburgh, PA 15249 JAN 22 2003
Name of Officer Title Address

P.S.C. MO. No. 2

2nd (Revised) SHEET No. SRR 5

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

1st (Revised) SHEET No. SRR 5

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

NEW

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

- (w) The term "INDUSTRIAL CUSTOMER" is a single entity utilizing any building, portion of a building, or combination of buildings in the same compound and whose primary use is for the manufacture, fabrication, and/or assembly of any product.
- (x) "INSECTOR" is a duly authorized officer, manager, employee or agent of the Company, qualified by appropriate education, experience and/or training to inspect new construction, modifications and connections to the Company's collecting sewers and treatment systems and Customer's service sewers.
- (y) A "MOBILE HOME (S)" shall be defined as a dwelling unit normally mounted on a trailer for the purpose of transporting.
- (z) A "MOBILE HOME PARK" is an area comprised of two or more spaces for the semi-permanent setup of mobile homes.
- (aa) A "MULTI-FAMILY DWELLING UNIT" is a building constructed under one roof that is separated into more than one dwelling unit (i.e. duplex, fourplex etc.)
- (ab) "NON-DOMESTIC SEWAGE" is all sewage other than domestic sewage including, but not limited to, commercial or industrial wastes, (See Rule 6 pertaining to Improper Waste and Excessive Use).
- (ac) "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 being neutral, below 7 acid, and above 7 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.

typo correction

DATE OF ISSUE January 8, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
Name of Officer Title

P. O. Box 7017, Jefferson City, Missouri 65102
Address

Canceling P.S.C. MO. No. 2 (Original) SHEET No. SRR5

AquaSource/CU, Inc.
Name of Issuing Corporation

For Missouri Certificated Area

Sewer Division

Missouri Public
Service Commission

Rules and Regulations
Governing Rendering of Service

REC'D DEC 03 2002

Rule 1 DEFINITIONS (continued)

- EXISTING**
- (t) "INSPECTOR" is a duly authorized officer, manager, employee or agent of the Company, qualified by appropriate education, experience and training to inspect new construction, modifications and connections to the Company's collecting sewers and treatment systems and Customer's service sewers.
 - (u) A "MOBILE HOME (S)" shall be defined as a dwelling unit normally mounted on a trailer for the purpose of transporting.
 - (v) A "MOBILE HOME PARK" is an area comprised of two or more spaces for the semi-permanent setup of mobile homes.
 - (w) A "MULTI-FAMILY DWELLING UNIT" is a building constructed under one roof that is separated into more than one dwelling unit (i.e. duplex, fourplex, etc.).
 - (x) "NON-DOMESTIC SEWAGE" is all sewage other than domestic sewage including, but not limited to, commercial or industrial wastes, (See Rule 6 pertaining to Improper Waste and Excessive Use).

No changes to
definitions on
this page

* Indicates new rate or text
+ Indicates change

Missouri Public
Service Commission

FILED JAN 22 2003

DATE OF ISSUE November 20, 2002 DATE EFFECTIVE January 20, 2003

ISSUED BY Frank Hoffmann, President, 411-7th Ave., Pittsburgh, PA 15219
Name of Officer Title Address

JAN 22 2003

P.S.C. MO. No. 2

1st (Revised) SHEET No. SRR 6

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

(Original) SHEET No. SRR 6

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

NEW

no changes on
this page

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

- (ad) "REPAIRABLE PARTS" shall consist of the motors, pumps, grinders, liquid level controls, heaters, pressure release valves, gate valves, check valves, vacuum/air relief valves, alarm system, electrical protective and switching equipment that may be included as part of an alternative collection system with the Customer's service sewer. These components are normally associated with an alternative collection system and are the responsibility of the customer.
- (ae) The term "RESIDENTIAL CUSTOMER" shall designate the person(s) occupying a building or portion of a building in the case of a multi-family dwelling under one roof which is owned, leased, or rented by one party and occupied as a residence.
- (af) "SEPTIC TANK EFFLUENT PUMP (STEP) SYSTEM" is the pumps, related equipment, tanks, piping and appurtenances which separate from liquid wastes retaining the settleable solid wastes and pumping the liquid waste under pressure to collecting lines. The system also contains level controls for interim storage of liquid waste and intermittent pump operation as a function of liquid level with appropriate malfunction alarms, controls and valves to assure compatible operation with similar units.
- (ag) "SERVICE CONNECTION" is the connection of a service sewer to the Company collecting sewer either at the bell of a "Y" branch or the bell of a saddle placed on the barrel of the collecting sewer.
- (ah) A 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 including the service saddle if required. In the case of Customer's served by alternative collection, the service sewer will include all pipe, equipment and appurtenances on the Customer side of the service connection.

DATE OF ISSUE January 8, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
Name of Officer Title

P. O. Box 7017, Jefferson City, Missouri 65102
Address

Cancelling P.S.C.MO. No. All Previous Schedules

{Original}

SHEET No.

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

EXISTING

Rules and Regulations
Governing Rendering of Service

APR 27 1992

Rule 1 DEFINITIONS (continued)(x) typo correction

"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 being neutral, below 7 acid, and above 7 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.

(y)

"REPAIRABLE PARTS" shall consist of the motors, pumps, grinders, liquid level controls, heaters, pressure release valves, gate valves, check valves, vacuum/air relief valves, alarm system, electrical protective and switching equipment that may be included as part of an alternative collection system with the Customer's service sewer. These components are normally associated with an alternative collection system and are the responsibility of the Customer.

(z)

The term "RESIDENTIAL CUSTOMER" shall designate the person(s) occupying a building or portion of building in the case of a multi-family dwelling under one roof which is owned, leased, or rented by one party and occupied as a residence.

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*Indicates new rate or text
+Indicates change

FILED

MAY 27 1992

92 - 195

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds

name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

P.S.C. MO. No. 2

1st (Revised) SHEET No. SRR 7

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

(Original) SHEET No. SRR 7

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

NEW

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

(ai) "SEWAGE" shall mean herein a combination of water carried waste from residences, business building, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

(aj) A "SEWER SYSTEM" shall refer to the collecting sewer piping, wyes, manholes, cleanouts, lampholes, lift stations, pumps, treatment facilities, components and appurtenances either in part or whole, used for the purpose of collecting, transporting, or treating sewage.

(ak) + "SUBDIVISION" is any land in the State of Missouri which is divided or proposed (platted or unplatted) to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.

changed

(al) "SUSPENDED SOLIDS" is the concentration of insoluble materials suspended or dispersed waste expressed in milligrams per liter on a dry weight basis as determined by standard procedures.

(am) The Company's "TECHNICAL SPECIFICATIONS" shall consist of the minimum acceptable construction standards for the material and installation practices associated with the installation of sewer piping and appurtenances and will be available at the Company's office.

DATE OF ISSUE January 8, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
Name of Officer Title

P. O. Box 7017, Jefferson City, Missouri 65102
Address

Cancelling P.S.C.MO. No. All Previous Schedules

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

Rules and Regulations
Governing Rendering of Service

APR 27 1992

Rule 1 DEFINITIONS (continued)

EXISTING

The system also contains level controls for interim storage of liquid waste and intermittent pump operation as a function of liquid level with appropriate malfunction alarms, controls and valves to assure compatible operation with similar units.

(ab) "SERVICE CONNECTION" is the connection of a service sewer to the Company collecting sewer either at the bell of a "Y" branch or the bell of a saddle placed on the barrel of the collecting sewer.

(ac) A 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 including the service saddle if required. In the case of Customer's served by alternative collection, the service sewer will include all pipe, equipment and appurtenances on the Customer side of the service connection.

No changes to
definitions on
this page

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FILED

*Indicates new rate or text

+Indicates change

MAY 27 1992
92 - 195

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY _____

name of officer

Milton E. Leeds

President, P.O. Box 7017, Jefferson City, Mo.

title

address

P.S.C. MO. No. 2

1st (Revised) SHEET No. SRR 8

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

(Original) SHEET No. SRR 8

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

NEW

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

(an) * "TempCIAC" = Temporary CIAC, an amount of capital that developers and certain individual customers fund for construction of a specific new treatment facility or expansion of an existing facility. This amount represents the Company's investment for customers before those customers are actually connected. The amount is the total cost of a new or expanded Treatment Facility, divided by the total equivalent customer units to be served by the Treatment Facility or the expanded portion of an existing Treatment Facility, times the equivalent customer units not served, less any TpCIAC paid by the Applicant(s), and is subject to a refund for each customer that actually connects.

(ao) * TpCIAC = Treatment plant facility Contribution in-aid-of Construction, a one time charge for the customer's share of treatment facility capital investment. This amount is subject to change from time to time as approved by the Public Service Commission.

(ap) The word "UNIT" shall be used herein to define the standard user or property service and shall include mobile homes or any building, residential, commercial or industrial, owned or leased and each unit of any multi-unit structure or complex.

DATE OF ISSUE January 8, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
Name of Officer Title

P. O. Box 7017, Jefferson City, Missouri 65102
Address

Cancelling P.S.C.MO. No. All Previous Schedules

{Original}

SHEET No. _____

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

Rules and Regulations

Governing Rendering of Service

RECEIVED

APR 27 1992

EXISTING

Rule 1 DEFINITIONS (continued)

either in part or whole, used for the purpose of collecting, transporting, or treating sewage.

(af) "SUBDIVISION" shall mean the legal dividing of a tract of land into two (2) or more tracts, lots or parcels.

changed

(ag) "SUSPENDED SOLIDS" is the concentration of insoluble materials suspended or dispersed waste expressed in milligrams per liter on a dry weight basis as determined by standard procedures.

(ah) The Company's "TECHNICAL SPECIFICATIONS" shall consist of the minimum acceptable construction standards for the material and installation practices associated with the installation of sewer piping and appurtenances and will be available at the Company's office.

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+Indicates change

FILED

MAY 27 1992

92 - 195

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

name of officer

Milton E. Leeds

President, P.O. Box 7017, Jefferson City, Mo.

title

address

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**

Rules and Regulations
Governing Rendering of Service

Rule 12 Extension of Collecting Sewers, Expansion of Treatment Capacity, and Acquisition of Existing Sewer System

- A. This Rule shall govern the extension of collecting sewers as requested by the Applicant(s) where there are no collecting sewers in existing streets and/or roadways, in areas of new development, expansions of existing developed area, expansion of treatment capacity in certain situations, and acquisitions of existing sewer systems.
- B. For purposes of this rule, the following definitions shall apply:
- (1) CIAC = Contribution in-aid-of Construction, when either plant assets or cash or both are contributed to the company by applicants for service or by developers.
- (2) TpCIAC = Treatment plant facility Contribution-in-aid-of Construction, a one time charge for the customer's share of treatment facility capital investment. This amount is subject to change from time to time as approved by the Public Service Commission. The TpCIAC is as follows
- \$5,000 per single family residence or duplex unit
- \$4,000 per apartment unit or mobile home in a mobile home park
- \$715 per 1,000 gallons per month actual average water use with discharge into the sewer for commercial customers, \$5,000 minimum. The TpCIAC will be estimated initially with a review and true-up after one year of actual water usage.
- + (3) TempCIAC = Temporary CIAC, an amount of capital that developers and certain individual customers fund for construction of a specific new treatment facility or expansion of an existing facility. This amount represents the Company's investment for customers before those customers are actually connected. The amount is the total cost of a new or expanded Treatment Facility, divided by the total equivalent customer units to be served by the Treatment Facility or expanded portion of an existing Treatment Facility, times the equivalent customer units not served, less any TpCIAC paid by the Applicant(s), and is subject to a refund for each customer that actually connects.

corrected formula

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009ISSUED BY Terry Rakocy
Name of OfficerPresident
TitleP. O. Box 7017, Jefferson City, Missouri 65102
Address

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

(Original) SHEET No. SRR 39AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

Rule 12 Extension of Collecting Sewers, Expansion of Treatment Capacity, and Acquisition of Existing Sewer System

- A. This Rule shall govern the extension of collecting sewers as requested by the Applicant(s) where there are no collecting sewers in existing streets and/or roadways, in areas of new development, expansions of existing developed area, expansion of treatment capacity in certain situations, and acquisitions of existing sewer systems.
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\$715 per 1,000 gallons per month actual average water use with discharge into the sewer for commercial customers, \$5,000 minimum. The TpCIAC will be estimated initially with a review and true-up after one year of actual water usage.
- (3) TempCIAC = Temporary CIAC, an amount of capital that developers and certain individual customers fund for construction of a specific new treatment facility or expansion of an existing facility. This amount represents the Company's investment for customers before those customers are actually connected. The amount is the total cost of the new facility or expansion, divided by total equivalent customers to be served by the treatment facility or expanded portion of an existing facility, and is subject to a refund for each customer that actually connects.

EXISTINGcorrected
formula with
inserted textDATE OF ISSUE September 30, 2008DATE EFFECTIVE November 14, 2008ISSUED BY Terry Rakocy

President

P. O. Box 7017, Jefferson City, Missouri 65102

Name of Officer

Title

Address

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**Rules and Regulations
Governing Rendering of Service**Rule 12 Extension of Collecting Sewers, Expansion of Treatment Capacity, and Acquisition
of Existing Sewer System (cont.)**

+ (5) At the option of Applicant(s), and with the approval of the Company, Applicant(s) may enter into a contract with the Company (see Exhibit A) which provides that the Applicant(s) may undertake engineering planning and/or construction of said collecting sewers along with manholes, cleanouts and lift stations, to meet the requirements of all governmental agencies and the Company's Rules and Regulations, including the Company's Technical Specifications. The Applicant(s) shall tender to the Company the applicable inspection and/or connection fee(s) and the applicable TpCIAC charge for each lot proposed by Applicant(s) to be served. In addition,

formerly Exhibit B

(i) The Applicant(s) shall contribute said sewer collection system to the Company with a detailed accounting of the actual cost of construction.

(ii) The Company, or its representative, shall have the right to inspect and test the sewer extension prior to connecting it to the Company's existing collecting sewers, acceptance of ownership by the Company, and occupancy of customer premises connected to the extension.

(iii) Connection of the extension to Company's existing collecting sewers shall be made only by a duly authorized representative of the Company.

+ (iv) The Company shall have the right to refuse ownership and responsibility for the sewers until the applicant has met the contractual obligation as outlined in Exhibit A.

(6) The cost to an Applicant or Applicants directly connecting service sewers to a sewer that was contributed by other Applicants, in addition to applicable inspection and connection fees and TpCIAC charge, shall be as follows:

(i) For single-family residential Applicants that are applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing collecting sewers where service may be obtained shall be excluded. This provision does not apply to lots for which a developer, as an applicant, constructed the extension.

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009ISSUED BY Terry Rakocy

President

P. O. Box 7017, Jefferson City, Missouri 65102

Name of Officer

Title

Address

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

(Original) SHEET No. SRR 41AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**EXISTING**Rules and Regulations
Governing Rendering of Service**Rule 12 Extension of Collecting Sewers, Expansion of Treatment Capacity, and Acquisition of Existing Sewer System (cont.)**

(5) At the option of Applicant(s), and with the approval of the Company, Applicant(s) may enter into a contract with the Company (see Exhibit B) which provides that the Applicant(s) may undertake engineering planning and/or construction of said collecting sewers along with manholes, cleanouts and lift stations, to meet the requirements of all governmental agencies and the Company's Rules and Regulations, including the Company's Technical Specifications. The Applicant(s) shall tender to the Company the applicable inspection and/or connection fee(s) and the applicable TpCIAC charge for each lot proposed by Applicant(s) to be served. In addition,

(i) The Applicant(s) shall contribute said sewer collection system to the Company with a detailed accounting of the actual cost of construction.

Now Exhibit A

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(iii) Connection of the extension to Company's existing collecting sewers shall be made only by a duly authorized representative of the Company.

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DATE OF ISSUE September 30, 2008 DATE EFFECTIVE November 14, 2008ISSUED BY Terry Rakocy President P. O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title AddressFILED
Missouri Public
Service Commission
SR-2008-0267; YS-2009-0227

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division**NEW**Rules and Regulations
Governing Rendering of Service**Rule 12
of Existing Sewer System (cont.)****Extension of Collecting Sewers, Expansion of Treatment Capacity, and Acquisition**

(3) If the Applicant is a developer applying for an extension into a new subdivision or previously unsewered subdivision plat where treatment capacity is not available, then the developer shall enter into a contract (see Exhibit A) with the Company, and the fees applying to each lot of the developer's subdivision or plat to be served by the extension shall be due to the Company. The Applicant shall be required to tender to the Company, in addition to the TpCIAC and other above noted fees, TempCIAC for each lot proposed to be served by the extension, which is subject to refund as customers in the new subdivision or plat actually connect and begin taking service. If the extension is to serve a new development, and connection to an existing treatment facility is not practical or feasible, then the Applicant may also be required to provide a location, on a permanent basis as necessary, free of liens and encumbrances, for a new treatment facility that is adequate to serve the subdivision and surrounding area.

(4) If the Applicant is a developer where Rule D(3), above, applies, and if a new treatment facility, expansion of an existing treatment facility, or a replacement treatment facility will be necessary to serve the customers proposed to be connected, and if mutually agreeable between the Company and the Applicant, then the contract may provide for the Applicant to construct the treatment facility in lieu of payment of the TpCIAC and TempCIAC amounts. Refunds of TempCIAC as provided for within these rules shall be made as if the TempCIAC amount was paid for by the Applicant for work done by the Company. The Applicant shall contribute the treatment facility to the Company with a certified detailed accounting of the actual cost of construction. The Applicant shall also tender to the Company the applicable inspection fees and other applicable appropriate charges, if any, required for the construction of the treatment facility.

(5) If a per-lot cost is not applicable to commercial development, then TpCIAC shall be determined on a case-by-case basis based on equivalent water usage and strength of sewage discharge of single family residential customers. The commercial customer may be required as determined by the Company in its sole discretion to install a monitoring manhole and metering device so actual usage and strength of sewage discharge can be determined by the Company over a period of two years. If the actual usage or strength of sewage discharge deviates by 10% or more, then the TpCIAC will be adjusted. If the resulting determination of TpCIAC is less than the original TpCIAC collected, then a refund will be made to the customer, and if the resulting determination of TpCIAC is greater than the original TpCIAC collected, then the customer shall pay the additional cost.

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009ISSUED BY Terry Rakocy
Name of OfficerPresident
TitleP. O. Box 7017, Jefferson City, Missouri 65102
Address

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

(Original) SHEET No. SRR 44

AQUA MISSOURI, INC. For Missouri Certificated Service Area
 Name of Issuing Corporation

Sewer Division**EXISTING**

Rules and Regulations
Governing Rendering of Service

Rule 12 Extension of Collecting Sewers, Expansion of Treatment Capacity, and Acquisition of Existing Sewer System (cont.)

(3) If the Applicant is a developer applying for an extension into a new subdivision or previously unsewered subdivision plat where treatment capacity is not available, then the developer shall enter into a contract (see Exhibit B) with the Company, and the fees applying to each lot of the developer's subdivision or plat to be served by the extension shall be due to the Company. The Applicant shall be required to tender to the Company, in addition to the TpCIAC and other above noted fees, TempCIAC for each lot proposed to be served by the extension, which is subject to refund as customers in the new subdivision or plat actually connect and begin taking service. If the extension is to serve a new development, and connection to an existing treatment facility is not practical or feasible, then the Applicant may also be required to provide a location, on a permanent basis as necessary, free of liens and encumbrances, for a new treatment facility that is adequate to serve the subdivision and surrounding area.

(4) If the Applicant is a developer where Rule D(3), above, applies, and if a new treatment facility, expansion of an existing treatment facility, or a replacement treatment facility will be necessary to serve the customers proposed to be connected, and if mutually agreeable between the Company and the Applicant, then the contract may provide for the Applicant to construct the treatment facility in lieu of payment of the TpCIAC and TempCIAC amounts. Refunds of TempCIAC as provided for within these rules shall be made as if the TempCIAC amount was paid for by the Applicant for work done by the Company. The Applicant shall contribute the treatment facility to the Company with a certified detailed accounting of the actual cost of construction. The Applicant shall also tender to the Company the applicable inspection fees and other applicable appropriate charges, if any, required for the construction of the treatment facility.

(5) If a per-lot cost is not applicable to commercial development, then TpCIAC shall be determined on a case-by-case basis based on equivalent water usage and strength of sewage discharge of single family residential customers. The commercial customer may be required as determined by the Company in its sole discretion to install a monitoring manhole and metering device so actual usage and strength of sewage discharge can be determined by the Company over a period of two years. If the actual usage or strength of sewage discharge deviates by 10% or more, then the TpCIAC will be adjusted. If the resulting determination of TpCIAC is less than the original TpCIAC collected, then a refund will be made to the customer, and if the resulting determination of TpCIAC is greater than the original TpCIAC collected, then the customer shall pay the additional cost.

DATE OF ISSUE September 30, 2008 DATE EFFECTIVE November 14, 2008

ISSUED BY Terry Rakocy President P. O. Box 7017, Jefferson City, Missouri 65102
 Name of Officer Title Address

AQUA MISSOURI, INC.
Name is issuing Corporation

For Missouri Certificated Service Area

Sewer Division

Rules and Regulations
Governing Rendering of Service

* EXHIBIT A

New Exhibit A -
combined the old
Exhibits A and B

AGREEMENT between Aqua Missouri, Inc., P. O. Box 7017, Jefferson City, Missouri 65102, a Missouri Corporation, hereinafter called the "**Company**" and hereinafter called the "**Applicant(s)**".

WHEREAS, the Applicant(s) has requested the Company to perform the items marked below: (Mark **all** that apply to the project)

- ☐ Extend sewer mains for the expressed purpose of providing sewer service to the Applicant(s).
- ☐ Expansion or construction of new development treatment plant capacity to service the Applicant(s)

The items marked above are to be constructed in accordance with the Company's Technical Specifications and sound Engineering Principles and will generally be constructed as depicted on the attached plan or plat, referred to as **Exhibit No. 1** attached hereto, and made a part of this Agreement. The above marked items hereinafter will be called the "**The Project**"; and

WHEREAS, the Company is willing to perform "The Project" upon the terms and conditions hereinafter set forth; and

WHEREAS, the Applicant(s) agrees to bear all costs associated with "The Project" which may include CIAC, TpCIAC, TempCIAC and all applicable fees as outlined in these rules.

WHEREAS, the Applicant(s) agrees to the following: (Mark the box that applies to "The Project")

- ☐ The work will be performed on "The Project" by the Company or its duly authorized representatives per Section A of this Agreement.

DATE OF ISSUE January 8, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title Address

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

Original SHEET No. SE 2

AQUA MISSOURI, INC.

Name is issuing Corporation

For Missouri Certificated Service AreaSewer Division**NEW A**

Rules and Regulations
Governing Rendering of Service



The Applicant(s) will undertake engineering, planning and/or construction of "The Project". All items must comply with Rule 12 C (5) (i), (ii), (iii), and (iv) of the Company's Rules and Regulations and any and all other rules that apply. The Company will not perform the construction of "The Project". This selection only applies if approved by the Company per Rule 12 C (5). Per Section B of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, THE PARTIES THERETO AGREE AS FOLLOWS:

A. This section applies when the Company will construct "The Project" and Applicant(s) will deposit the cost.

1. Applicant(s) hereby applies to the Company for "The Project" and the Company agrees to construct "The Project" upon the terms and conditions hereinafter set forth.

2. Upon execution hereof, the Applicant(s) shall deposit Contributions in Aid of Construction ("CIAC") with the Company in the sum of _____ DOLLARS (\$ _____).

Such deposit shall be adjusted based upon the determination of the actual cost of "The Project" by the Company of facilities installed including cost of all labor and materials required including manholes, cleanouts, lift stations, reconstruction of existing sewers (if necessary), appurtenances and the direct costs associated with supervision, engineering, inspection, permits, easements and bookkeeping. If it is necessary to adjust the amount of such deposit, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the actual costs and shall be attached hereto and made a part hereof.

In addition to the CIAC, the Applicant(s) will pay at the time this agreement is executed a charge for Treatment Plant Facility Contribution in Aid of Construction ("TpCIAC"), for all lots owned or controlled by the Applicant(s) whether occupied or not, as calculated below:

DATE OF ISSUE January 8, 2009DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title Address

AQUA MISSOURI, INC.
Name is issuing Corporation

For Missouri Certificated Service Area

Sewer Division

NEW A

Rules and Regulations
Governing Rendering of Service

Description

Residential or duplex unit = _____ units x \$5,000/unit = \$ _____
 Apartment or mobile home unit = _____ units x \$4,000/unit = \$ _____
 Commercial units * = _____ usage in 1,000gal x 715/1000gal = \$ _____
 Total TpCIAC = \$ _____

* Commercial TpCIAC shall be initially calculated based on usage and strength projections provided by the Applicant(s). After two (2) year of actual usage is determined the TpCIAC shall be adjusted using actual average monthly consumption. If the actual usage or strength of sewage discharge deviates by 10% or more, then the TpCIAC will be adjusted. If the calculation determines that the actual TpCIAC is less than the TpCIAC paid then a refund will be made to the Applicant(s). If the calculation determines that the actual TpCIAC is greater than the TpCIAC paid then an additional payment for TpCIAC will be required from the Applicant(s).

In addition to the CIAC and TpCIAC, the Applicant(s) may be required to pay, at the time this agreement is executed a charge for Temporary CIAC ("TempCIAC") as required by Rule 12 of the Company's tariff. The requirement of a TempCIAC charge will be determined on a case by case basis according to Rule 12.

If required by Rule 12, the Temp CIAC will be calculated as:

TempCIAC = Total cost of a new or expanded Treatment Facility divided by the total equivalent customer units to be served by the Treatment Facility times equivalent customer units not served less any TpCIAC paid per above calculation.

TempCIAC = Total cost ÷ total units x units not served – TpCIAC paid
 = \$ _____ ÷ _____ x _____ - _____
 = \$ _____

Minimum size Treatment Facility shall be 10,000 gallons per day. Total equivalent customer units to be served shall equal the Treatment Plant capacity divided by 370 gallons per day.

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
 Name of Officer Title Address

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

Original SHEET No. SE 4

AQUA MISSOURI, INC.

Name is issuing Corporation

For Missouri Certificated Service AreaSewer Division**NEW A**

Rules and Regulations
Governing Rendering of Service

The TempCIAC is subject to refund to the original Applicant(s) as future customers connect during the first ten (10) years after the extension and/or treatment facility is completed. The per lot TempCIAC charge shall be refunded within 90 days of a new customer connecting to a sewer served by the treatment plant and taking service.

3. The Company will use its best efforts to commence and carry to completion as soon as possible "The Project", having in mind, however, delays which may be occasioned by weather, acts of God, strikes, or other matters not within its control.
4. It is further mutually understood and agreed that the collection sewer(s) and appurtenances within the limits of the street, avenues, roads or easement areas, whether or not attached to or serving customers but constructed as part of the extension shall be and remain the property of the Company and its successors. By the terms of this Agreement the Company may further extend or connect collecting sewers in or to other lands, streets, or easements without incurring any liability to Applicant(s) whatsoever.
5. Applicant(s) will, upon the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the installation, maintenance, operation, repair and replacement of "The Project" and appurtenances within the limits of any existing or proposed street, roadway, or easement area, together with right of ingress and egress thereto, in form satisfactory to the Company and duly executed and acknowledge in proper form for record. The Company shall also have the right to request additional easement area over property owned by the Applicant(s) for the purpose of future extension of system to provide service to adjacent property. It is further agreed that no individual service connections will be made to "The Project" until all regulatory operating permits have been issued and received by the Company for "The Project".

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
 Name of Officer Title Address

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

Original SHEET No. SE 5

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division**NEW A**

	<u>Rules and Regulations</u> <u>Governing Rendering of Service</u>

6. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct "The Project" is subject to the Company obtaining all necessary consents, orders, permits, easements and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and diligent effort, is unable to obtain any necessary consent, order, permit, easement, or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing "The Project", the Company shall have no obligation to the Applicant(s) to proceed with the installation until such time as the aforesaid lawful action shall be resolved.
7. It is agreed by Applicant(s) that they will not build at any time hereafter on, in or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult the access to the collecting sewer or appurtenances of the Company, or lay other pipes or conduits within two (2) feet, measured horizontally or ten (10) feet for water main, measured horizontally, from the said collecting sewers except pipes crossing same at right angles in which latter case a minimum vertical distance of eighteen (18) inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said collecting sewers. Provided, however, that should the Applicant(s) wish to do so, the Applicant(s) may at the Applicant(s) own expense provide a new location acceptable to the Company for the said collecting sewer and the Company will then move said collecting sewers and appurtenances to said new location and the whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Applicant(s). It is further understood and agreed that in case of any damage by Applicant(s) or caused by neglect of Applicant(s) to the collecting sewers or their appurtenances, connection therewith, these facilities will be repaired and brought to proper grade by Company or Company's contractor at Applicant(s) expense.

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY <u>Terry Rakocy</u>	<u>President</u>	<u>P.O. Box 7017, Jefferson City, Missouri 65102</u>
Name of Officer	Title	Address

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division**NEW A**

	<u>Rules and Regulations</u> <u>Governing Rendering of Service</u>
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|--|--|
| | <p>8. The Company reserves the right to withdraw this proposal at any time before it has been accepted by the Applicant(s). In the event it is not accepted and the payment for "The Project" is not in the possession of the Company at the time this Agreement is signed the proposal will be null and void.</p> <p>9. During the first ten (10) years after "The Project" is complete, the Company will refund to the Applicant(s) who paid for "The Project" monies collected from future sewer users in accordance with the Company's Rules and Regulations on file with the Missouri Public Service Commission. This is intended to insure that future users that connect to "The Project" are assessed a fair share of the expense associated with the original cost of "The Project". If an Applicant(s) so chooses in agreement with the Company during the first 10 years that connections which are not a part of Exhibit No. 1 may connect to "The Project", the assessed fair share of the expense associated with the original cost of "The Project" will be refunded to the original Applicant(s) when it is paid by the new connection that was not part of Exhibit No.1. This applies only during the first 10 years of "The Project".</p> <p>10. The Applicant(s) further agrees that if "The Project" is to be built in phases that they will bear all associated costs of each phase as outlined in Rule 12 Section C and D of these rules and regulations on file with the Missouri Public Service Commission, whereby the Applicant(s) will deposit the actual cost of each phase of "The Project" before construction begins.</p> |
|--|--|

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY <u>Terry Rakocy</u>	<u>President</u>	<u>P.O. Box 7017, Jefferson City, Missouri 65102</u>
Name of Officer	Title	Address

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division**NEW A**

	<u>Rules and Regulations</u> <u>Governing Rendering of Service</u>
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<p>B. This section provides for Applicant(s) to construct "The Project" and the Applicant(s) will incur the cost.</p> <ol style="list-style-type: none"> 1. Applicant(s) hereby applies to the Company for "The Project" and the Company agrees that the Applicant(s) will construct "The Project" upon the terms and conditions hereinafter set forth. 2. If Applicant(s) selects to undertake the planning and construction of "The Project" with Company approval, Applicant(s) shall pay the applicable inspection and/or connection fee(s). All fees must be paid at the time this agreement is signed. 3. The Applicant(s) shall contribute "The Project" to the Company with a detailed accounting of the actual cost of construction. 4. The Company, or its representative, shall have the right to inspect and test "The Project" prior to connecting it to the Company's existing collecting sewers, acceptance of ownership by the Company, and occupancy of customer premises connected to "The Project". 5. Connection of "The Project" to existing Company collecting sewers shall be made only by a duly authorized representative of the Company. 6. The Company shall have the right to refuse ownership and responsibility for "The Project" until the Applicant(s) has met the contractual obligation as outlined in this agreement. 7. Section A 3, 4, 5, 6, 7, 8, 9, and 10 listed above will also apply to this section for the Applicant(s) and Company to comply with as stated above.

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY <u>Terry Rakocy</u>	<u>President</u>	<u>P.O. Box 7017, Jefferson City, Missouri 65102</u>
Name of Officer	Title	Address

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

Original SHEET No. SE 8

AQUA MISSOURI, INC.
Name is issuing Corporation

For Missouri Certificated Service AreaSewer Division**NEW A**

Rules and Regulations
Governing Rendering of Service

IN WITNESS WHEREOF, the parties hereto have agreed to the above conditions as indicated by their signatures affixed below on this _____ day of _____, _____.

ATTEST:

COMPANY

BY

TITLE

ATTEST:

APPLICANT(S)

Please choose the one below that applies to the Applicant(s).**ACKNOWLEDGEMENT OF HUSBAND AND WIFE**

STATE OF _____
SS.

COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____
and _____, his wife, to me known to be the persons described in and who
executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal and/or stamp, at
my office in _____ the day and year first above written.

NOTARY PUBLIC

My term of office expires: _____

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title Address

AQUA MISSOURI, INC.
Name is issuing Corporation

For Missouri Certificated Service Area

Sewer Division

NEW A

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SINGLE PERSON'S ACKNOWLEDGMENT

STATE OF _____

SS.

COUNTY OF _____

On this ____ day of _____, _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

And the said _____ further declared _____ to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal and/or stamp, at my office in _____ the day and year first above written.

NOTARY PUBLIC

My term of office expires: _____

ACKNOWLEDGEMENT OF CORPORATION OFFICIAL

STATE OF _____

SS.

COUNTY OF _____

On this ____ day of _____, _____, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he/she is President of _____, a Corporation of the State of _____, and that the seal affixed to foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official stamp and/or seal, at my office in _____ the day and year first above written.

NOTARY PUBLIC

My term of office expires: _____

DATE OF ISSUE January 8, 2009 DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title Address

P.S.C. MO. No. 2

1st (Revised) SHEET No. SE 10

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

Original SHEET No. SE 10

AQUA MISSOURI, INC.
Name is issuing Corporation

For Missouri Certificated Service Area

Sewer Division

Rules and Regulations
Governing Rendering of Service

NEW A

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DATE OF ISSUE: January 8, 2009

DATE EFFECTIVE: February 7, 2009

ISSUED BY Terry Rakocy President P.O. Box 7017, Jefferson City, Missouri 65102
Name of Officer Title Address

Cancelling P.S.C.MO. No. All Previous Schedules

SHEET No. _____

Capital Utilities, Inc.

For Missouri Certified Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

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Rules and Regulations

APR 27 1992

Governing Rendering of Service

MISSOURI

Public Service Commission

EXHIBIT "A"

EXTENSION AGREEMENT - Individual(s)

AGREEMENT between Capital Utilities, Inc., P.O. Box 7017, 312 Lafayette Street, Jefferson City, Missouri 65102, a Missouri corporation, hereinafter called the "Company" and

hereinafter called the "Applicant(s)".

WHEREAS, the Applicant(s) has requested the Company to extend its system for the expressed purpose of providing sewer service. This extension is to be constructed in accordance with the Company's Technical Specifications and will generally be routed as depicted on the attached plan or plat, referred to as Exhibit No. 1 attached hereto, and made a part of this Agreement; and

WHEREAS, the Company is willing to make such an extension upon the terms and conditions hereinafter set forth; and

WHEREAS, the Applicant(s) is willing and desires to assist in the installation of such extension and desires to bear the cost thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Applicant(s) hereby applies to the Company for the said extension of its system, and the Company agrees to construct the said extension upon the terms and conditions hereinafter set forth.

*Indicates new rate or text

+Indicates change

FILED

MAY 27 1992
92 - 195

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds
name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

Milton E. Leeds

Exhibit A and
Exhibit B,
following, now
combined into
one Exhibit A

Cancelling P.S.C.MO. No. All Previous Schedules

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

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Governing Rendering of Service

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MISSOURI
Public Service Commission

2. Upon execution hereof, the Applicant(s) shall deposit with the Company the sum of _____

DOLLARS (\$ _____). Such deposit shall be adjusted based upon the determination of the actual cost by Company of facilities installed including sewer pipe and appurtenances, connection fees, engineering, accounting, and legal expenses plus the cost of obtaining any necessary easements or permits from governmental agencies. If it is necessary to adjust the amount of such deposit, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the actual costs and shall be attached hereto and made a part hereof.

3. The Company will use its best efforts to commence and carry to completion as soon as possible the installation of said extension, having in mind, however, delays which may be occasioned by weather, acts of God, strikes, or other matters not within its control.
4. It is further mutually understood and agreed that the collecting sewer(s) and appurtenances within the limits of the street, avenues, roads or easement areas, whether or not attached to or serving customers but constructed as part of the extension shall be and remain the property of the Company, its successors. By the terms of this Agreement the Company may further extend or connect collecting sewers in or to other lands, streets, or easements without incurring any liability to Applicant(s) whatsoever.
5. Applicant(s) will, upon the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the

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*Indicates new rate or text

+Indicates change

MAY 27 1992
92-195

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds
name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

Milton E. Leeds

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

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Governing Rendering of Service

APR 27 1992

MISSOURI

Public Service Commission

EXISTING

installation, maintenance, operation, repair and replacement of said collecting sewer extension and appurtenances within the limits of any existing or proposed street, roadway, or easement area, together with right of ingress and egress thereto, in form satisfactory to the Company and duly executed and acknowledge in proper form for record. The Company shall also have the right to request additional easement area over property owned by the Applicant(s) for the purpose of future extension of system to provide service to adjacent property.

6. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said extension is subject to the Company obtaining all necessary consents, orders, permits, easements, and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and deligent effort, is unable to obtain any necessary consent, order, permit, easement, or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company shall have no obligation to the Applicant(s) to proceed with the installation until such time as the aforesaid lawful action shall be resolved.
7. It is agreed by Applicant(s) that he will not build at any time hereafter on, in or over the said easement any structure, the construction or presence of which will endanger or render

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+Indicates change

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DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds

name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

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Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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Rules and Regulations

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ineffective or difficult the access to the collecting sewer or appurtenances of the Company, or lay other pipes or conduits within two (2) feet, measured horizontally or ten (10) feet for water main, measured horizontally, from the said collecting sewers except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18) inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said collecting sewers. Provided, however, that should the Applicant(s) wish to do so, he may at his own expense provide a new location acceptable to the Company for the said collecting sewers and the Company will then move said collecting sewers and appurtenances to said new location, and the whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Applicant(s). It is further understood and agreed that in case of any damage by Applicant(s) or caused by neglect of Applicant(s) to the collecting sewers or their appurtenances, connection therewith, these facilities will be repaired and brought to proper grade by the Company or Company's contractor at Applicant's expense.

8. The Company reserves the right to withdraw this proposal at anytime before it has been accepted by the Applicant(s). In the event it is not accepted and the payment for the collecting sewers main extension is not in the possession of the Company within sixty (60) days from the date this Agreement is transmitted to the Applicant(s), this proposal will be null and void.

9. During the first ten (10) years after the extension is complete, the Company will refund

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+Indicates change

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MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
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month day year

ISSUED BY

Milton E. Leeds
name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

Milton E. Leeds

Cancelling P.S.C.MO. No. All Previous Schedules

SHEET No.

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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EXISTING

to the Applicant(s) who paid for the extension monies collected from future sewer users in accordance with the Company's Rules and Regulations on file with the Missouri Public Service Commission. This is intended to insure that future users that connect to said collecting sewers extension are assessed a fair share of the expense associated with the original cost of the said collecting sewers extension.

IN WITNESS WHEREOF, the parties hereto have agreed to the above conditions as indicated by their signatures affixed below on this _____ day of _____.

COMPANY

ATTEST:

BY _____

ITS _____

APPLICANT(S)

ATTEST:

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DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds
name of officer

President, P.O. Box 7017, Jefferson City, Mo.
title address

Milton E. Leeds

{ Original
~~Revised~~

SHEET No. SE 6

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~~Revised~~

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Capital Utilities, Inc.

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Sewer Division

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MISSOURI
Public Service Commission

EXHIBIT "B"

EXTENSION AGREEMENT - Developer

AGREEMENT between Capital Utilities, Inc., P.O. Box 7017, 312 Lafayette Street, Jefferson City, Missouri 65102, a Missouri corporation, hereinafter called the "Company" and _____

hereinafter called the "Developer".

WHEREAS, the Developer has requested the Company to extend or expand its system for the expressed purpose of providing sewer service. This system extension is to be constructed in accordance with the Company's Technical Specifications and will generally be routed as depicted on the attached plan or plat, referred to as Exhibit No. 1 attached hereto, and made a part of this Agreement; and

WHEREAS, the Company is willing to make such an extension upon the terms and conditions hereinafter set forth; and

WHEREAS, the Developer is willing and desires to assist in the installation of such extension and desires to bear the cost thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Developer hereby applies to the Company for the said extension of its system, and the Company agrees to construct the said extension upon the terms and conditions hereinafter set forth.
2. Upon execution hereof, the Developer shall

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+Indicates change

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DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds
name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

Milton E. Leeds

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certified Service Area

Community, Town or City

Sewer Division

APR 27 1992

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MISSOURI

Public Service Commission

EXISTING

deposit with the Company the sum of _____

DOLLARS (\$ _____). Such deposit shall be adjusted, based upon the determination of the actual cost by Company of facilities installed including sewer pipe and appurtenances, property, connection fees, engineering, accounting, and legal expenses plus the cost of obtaining any necessary easements or permits from governmental agencies or other direct costs. If it is necessary to adjust the amount of such deposit, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the actual costs and shall be attached hereto and made a part hereof.

3. The amount required for deposit may be reduced by the construction cost provided by the Developer and accepted by the Company. This may only apply in the specific case where the Developer will be the construction contractor. Such construction cost shall be attached hereto and made a part hereof.
4. The Company will use its best efforts to commence and carry to completion as soon as possible the installation of said extension, having in mind, however, delays which may be occasioned by weather, acts of God, strikes, or other matters not within its control.
5. It is further mutually understood and agreed that the collecting sewers and appurtenances within the limits of the street, avenues, roads or easement areas, whether or not attached to or serving customers but constructed as part of the extension shall be and remain the property of the Company, its successors and any collecting

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+Indicates change

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DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds
name of officerPresident, P.O. Box 7017, Jefferson City, Mo.
title address

Milton E. Leeds

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SHEET No.

Capital Utilities, Inc.

Name of Issuing Corporation

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Community, Town or City

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sewers installed by it pursuant to the terms of this Agreement in or to other lands, streets, easements without incurring any liability to Applicant(s) whatsoever.

6. Developer will, upon the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the installation, maintenance, operation, repair and replacement of said extension and appurtenances within the limits of any existing or proposed street, roadway, or easement area, together with right of ingress and egress thereto, in form satisfactory to the Company and duly executed and acknowledge in proper form for record. The Company shall also have the right to additional easement area over property owned by the Developer for the purpose of future extension of system to provide service to adjacent property.
7. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said extension is subject to the Company obtaining all necessary consents, orders, permits, easements, and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and deligent effort, is unable to obtain any necessary consent, order, permit, easement, or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company shall have no obligation to the

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+Indicates change

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ISSUED BY

Milton E. Leeds
name of officerPresident, P.O. Box 7017, Jefferson City, Mo.
title address

Milton E. Leeds

Capital Utilities, Inc.

For Missouri Certificated Service Area

Name of Issuing Corporation

Community, Town or City

Sewer Division

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EXISTING

Developer to proceed with the installation of such time as the aforesaid lawful action shall be resolved.

8. It is agreed by Developer that he will not build at any time hereafter on, in or over the said easement any structure, the construction or presence of which will endanger or render ineffective or difficult the access to collecting sewers or appurtenances of the Company, or lay other pipes or conduits within two (2) feet, measured horizontally or ten (10) feet for water main, measured horizontally, from the said collecting sewers except pipes crossing same at right angles in which latter case a minimum distance of eighteen (18) inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said collecting sewers. Provided, however, that should the Developer wish to do so, he may at his own expense provide a new location acceptable to the Company for the said collecting sewers and the Company will then move said collecting sewers and appurtenances to said new location, and the whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Developer. It is further understood and agreed that in case of any damage by Developer or caused by neglect of Developer to the collecting sewers or their appurtenances, connection therewith, these facilities will be repaired and brought to proper grade by the Company or Company's contractor at Developer's expense.

9. It is further mutually understood and agreed by and between the parties hereto that this Agreement is subject to all the requirements of

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MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
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ISSUED BY

Milton E. Leeds

name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address

Cancelling P.S.C.MO. No. All Previous Schedules

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificate Area

Community, Town or City

Sewer Division

APR 27 1992

Rules and Regulations
Governing Rendering of ServiceMISSOURI
Public Service Commission

EXISTING

the Company's Rules and Regulations Governing Rendering of Sewer Service currently on file with the Missouri Public Service Commission be they expressed herein or not. It is specifically noted that the Company's definition of a sewer system "extension" may refer to either continuation of piping from existing Company owned collecting sewer or the construction of an entirely new wastewater collection/treatment system.

10. The Company reserves the right to withdraw this proposal at any time before it has been accepted by the Developer. In the event it is not accepted and the payment for the sewer system extension is not in the possession of the Company within sixty (60) days from the date this Agreement is transmitted to the Developer, this proposal will be null and void.

IN WITNESS WHEREOF, the parties hereto have agreed to the above conditions as indicated by their signatures affixed below on this _____ day of _____,

COMPANY

ATTEST:

BY _____

ITS _____

DEVELOPER

ATTEST:

FILED

MAY 27 1992

92 - 195

MO. PUBLIC SERVICE COMM.

*Indicates new rate or text

+Indicates change

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day year

ISSUED BY

Milton E. Leeds

name of officer

President, P.O. Box 7017, Jefferson City, Mo.

title

address