

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

		<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
<u>Rule No.</u>		
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
<u>Exhibit</u>		
A	Extension Agreement	SE-1 – 10 +

* 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

P.S.C. MO. No. 2

1st (Revised) SHEET No. SRR 1

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

(Original) SHEET No. SRR 1

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

Rule 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.
- (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.
- (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.
- (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, 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. SRR 2

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

(Original) SHEET No. SRR 2

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

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.
- (j) * "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.

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. SRR 3

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

(Original) SHEET No. SRR 3

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

Rule 1 DEFINITIONS (continued)

- (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.
- (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.
- (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, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
Name of Officer Title

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

P.S.C. MO. No. 2

2nd (Revised) SHEET No. SRR 4

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

1st (Revised) SHEET No. SRR 4

AQUA MISSOURI, INC.

For Missouri Certificated Service Area

Name of Issuing Corporation

Sewer Division

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) + 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, 2009

DATE EFFECTIVE February 7, 2009

ISSUED BY Terry Rakocy President
Name of Officer Title

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

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) "INSEPECTOR" 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.

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

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

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

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

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.
- (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

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

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

AQUA 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.
- 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.

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.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 (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,
- (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, 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.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 (cont.)

(3) If the Applicant is a developer applying for an extension into a new subdivision or previously un-sewered 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, 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

Rules and Regulations
Governing Rendering of Service

* EXHIBIT A

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.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

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

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

Original SHEET No. SE 3

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

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.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

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

Rules and Regulations
Governing Rendering of Service

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

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

Original SHEET No. SE 6

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

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.
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".
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.

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.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

B. This section provides for Applicant(s) to construct "The Project" and the Applicant(s) will incur the cost.

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 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 8

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

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

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

Original SHEET No. SE 9

AQUA MISSOURI, INC.For Missouri Certificated Service Area

Name is issuing Corporation

Sewer Division

Rules and Regulations
Governing Rendering of Service

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

This Page Intentionally Left Blank

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