

Exhibit No.:
Issues: Executive Summary, Explanation
of Request, Rate Proposal
Witness: Dennis R. Williams
Exhibit Type: Direct
Sponsoring Party: Missouri-American Water Company
Case No.: WA-2012-0066
Date: March 27, 2012

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. WA-2012-0066

DIRECT TESTIMONY

OF

DENNIS R. WILLIAMS

ON BEHALF OF

MISSOURI-AMERICAN WATER COMPANY

NP

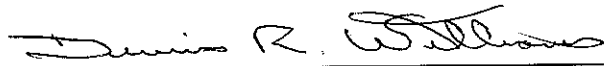
**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**IN THE MATTER OF MISSOURI-AMERICAN)
WATER COMPANY FOR A CERTIFICATE)
OF CONVENIENCE AND NECESSITY)
AUTHORIZING IT TO INSTALL, OWN,)
ACQUIRE, CONSTRUCT, OPERATE,)
CONTROL, MANAGE AND MAINTAIN)
WATER AND SEWER SYSTEMS IN)
CHRISTIAN AND TANEY COUNTIES,)
MISSOURI)**

CASE NO. WA-2012-0066

AFFIDAVIT OF DENNIS R. WILLIAMS


Dennis R. Williams, being first duly sworn, deposes and says that he is the witness who sponsors the accompanying testimony entitled "Direct Testimony of Dennis R. Williams"; that said testimony and schedules were prepared by him and/or under his direction and supervision; that if inquires were made as to the facts in said testimony and schedules, he would respond as therein set forth; and that the aforesaid testimony and schedules are true and correct to the best of his knowledge.



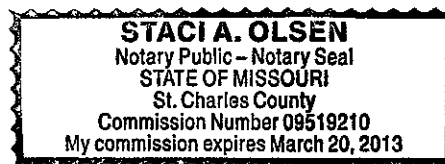
Dennis R. Williams

State of Missouri
County of St. Louis

SUBSCRIBED and sworn to
Before me this 23rd day of March 2012.


Notary Public

My commission expires:



**DIRECT TESTIMONY
DENNIS R. WILLIAMS
MISSOURI-AMERICAN WATER COMPANY
CASE NO. WA-2012-0066**

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DIRECT TESTIMONY
DENNIS R. WILLIAMS

I. WITNESS INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Dennis R. Williams. I am employed by American Water Works Service Company, Inc. (“AWWS”), 727 Craig Road, St. Louis, Missouri 63141.

Q. WHAT IS YOUR RELATIONSHIP TO MISSOURI-AMERICAN WATER COMPANY (“MISSOURI-AMERICAN” OR “MAWC” OR THE “COMPANY”)?

A. I am employed as Senior Manager – Rates and Regulation for the Central Division of AWWS, which includes Missouri-American.

Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A. I received a Bachelor of Science in Business Administration, summa cum laude, from the University of Central Missouri, with majors in accounting and finance. After graduation, I was licensed in Missouri as a Certified Public Accountant and employed as an auditor in the Regulated Industries division of Arthur Andersen & Company. After leaving Arthur Andersen, I was

1 employed for five years with a regulatory consulting firm. Thereafter, I joined
2 the Regulatory Services department of Aquila, Inc., formerly an electric and
3 gas utility, headquartered in Kansas City. I served in a number of roles at
4 Aquila, progressing to the position of Vice President – Regulatory Services. I
5 joined AWWWS in my current capacity in May 2008. Over the years I have
6 participated in regulatory proceedings in 19 jurisdictions and provided
7 testimony in ten states, Canada and Australia.

8

9

II. SUMMARY OF TRANSACTION

10

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

12 **A.** The purpose of my testimony is to explain the Company's application to
13 obtain certificates of public convenience and necessity to acquire and
14 manage small water and sewer systems in Christian and Taney Counties,
15 Missouri. In order to provide service to the proposed area, MAWC will
16 purchase the assets of a water distribution system and sewer system from
17 Saddlebrooke Water and Sewer Infrastructure, LLC ("Saddlebrooke"), a
18 Missouri limited liability company.

19

20 These properties have not previously been regulated and therefore have no
21 rates currently authorized by the Missouri Public Service Commission ("PSC"
22 or "Commission"). I will also explain the Company's recommendation for

1 setting initial regulated rates for the customers that will be impacted by the
2 acquisition.

3

4 **Q. PLEASE DESCRIBE THE PROPERTIES THAT MAWC INTENDS TO**
5 **ACQUIRE.**

6 **A.** Saddlebrooke is an incorporated village, generally known as the
7 Saddlebrooke subdivision. There are 81 homes in this subdivision. Water
8 and sewer distribution and collection pipelines have been constructed to
9 serve 565 lots. The developer originally had plans to develop approximately
10 1,100 lots. The primary utility assets of Saddlebrooke include a single deep
11 well, a 250,000 gallon storage tank and the distribution and collection
12 systems. Utility assets would be acquired by MAWC and be subject to the
13 jurisdiction of the Commission. The grant of the requested certificates (and
14 approval of the underlying transaction) will result in regulated water and
15 sewer service to be provided to the current and future residents of
16 Saddlebrooke subdivision.

17

18 **Q. PLEASE DESCRIBE THE WATER AND SEWER SERVICE TERRITORY**
19 **FOR WHICH MAWC IS REQUESTING CERTIFICATES.**

20 **A.** Originally, the Company requested a water service area based on United
21 States Geological Survey sections, and a sewer service area based on the
22 existing watershed. The PSC Staff recommended that the sewer and water
23 certificated service territories be the same. The Company agrees and,

1 therefore, would amend its request and ask that the service area initially
2 reflected in its Application for sewer service also be the service area for water
3 service. The legal description and map of the Company's proposed
4 certificated area for both the water and sewer systems is included on the
5 Company's proposed tariff sheets attached as Schedule DRW - 1.

6

7 **Q. DO YOU BELIEVE THAT MISSOURI-AMERICAN IS QUALIFIED TO OWN**
8 **AND OPERATE THESE ASSETS?**

9 **A.** Yes. MAWC currently provides service to approximately 454,000 water and
10 3,200 sewer customers throughout Missouri. MAWC, or its predecessor
11 companies, has operated as a public utility in Missouri for over one hundred
12 years. The Company's vast experience shows that it is qualified to operate
13 the subject water and sewer systems. Further, MAWC has demonstrated
14 over the years that it has sufficient financial resources to operate such
15 systems.

16

17 **Q. WHAT IS YOUR UNDERSTANDING AS TO THE CONDITION OF THE**
18 **CURRENT OPERATOR?**

19 **A.** It is the Company's understanding that Saddlebrooke is facing financial
20 challenges that may impact continued operation of the existing water and
21 sewer systems. The systems have received non-compliance letters from the
22 Missouri Department of Natural Resources. MAWC has adequate technical,

1 managerial and financial experience and expertise to bring the system into
2 compliance and safely and reliably operate the system.

3

4 **Q. WILL ADDITIONAL INVESTMENT BE REQUIRED IF MAWC ACQUIRES**
5 **THESE SYSTEMS?**

6 **A.** Yes. As a result of issues outlined in letters from the Missouri Department of
7 Natural Resources, the Company will be required to install security fencing
8 and a back-up pump for the water operations and will be required to build a
9 test well for the sewer system.

10

11 **Q. HAS MAWC TAKEN THIS FACT INTO ACCOUNT IN ANALYZING THE**
12 **FINANCIAL ASPECTS OF ITS POTENTIAL PURCHASE OF THESE**
13 **SYSTEMS?**

14 **A.** Yes. These system improvements will cost approximately \$31,000 and are
15 included in the investment costs included in the financial model submitted
16 with the testimony of the Company's witness Brian LaGrand.

17

18 **Q. ARE THESE PROPERTIES LOCATED SUCH THAT MAWC WILL BE ABLE**
19 **TO UTILIZE EXISTING COMPANY RESOURCES?**

20 **A.** Yes. The Saddlebrooke water and sewer systems are located in reasonably
21 close proximity to MAWC's existing Stonebridge water and sewer system and
22 synergies will be available through the application of existing operational and
23 administrative management to the newly acquired properties.

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Q. WILL IT BE NECESSARY FOR MAWC TO ENTER INTO A FRANCHISE AGREEMENT AS TO THIS SERVICE AREA?

A. Yes. Saddlebrooke is an incorporated village and therefore MAWC has negotiated and entered into a franchise agreement with the village. An ordinance approving the franchise agreement was passed by the village Board of Trustees on December 7, 2011, was filed with the Company's Supplement to Application for Certificate of Convenience and Necessity in this case and is attached hereto as Schedule DRW - 2.

Q. HAS THE COMPANY ALSO ENTERED INTO AN ASSET PURCHASE AGREEMENT IN REGARD TO ITS REQUEST FOR A CERTIFICATE?

A. Yes. An Asset Purchase Agreement ("APA") was entered into with Saddlebrooke and was included in the Company's original application. The parties further signed an Amendment to the Asset Purchase Agreement, which was filed as part of the Company's Supplement to Application. The APA has been identified as Highly Confidential and is attached hereto as Schedule DRW - 3. The Amendment is also denoted as Highly Confidential and is attached hereto as Schedule DRW - 4.

III. TARIFF RECOMMENDATION

1 **Q. WHAT RATES IS THE COMPANY PROPOSING TO APPLY TO SERVICE**
2 **IN THE NEWLY ACQUIRED SERVICE AREA?**

3 **A.** The Company is proposing that the water customers in this newly acquired
4 area be served pursuant to Rate Schedule A for service in Stone & Taney
5 Counties, Missouri (P.S.C. MO. NO. 15, 4th Revised SHEET NO. 1) that will
6 become effective on April 1, 2012. This would establish rates at the same
7 level as rates in the Company's Stonebridge service area. The Company
8 proposes to provide sewer service at rates consistent with Rate Schedule B
9 for service in Stone and Taney Counties, Missouri (P.S.C. MO. NO. 14, 2nd
10 Revised SHEET NO. 1a) that will become effective on April 1, 2012.

11

12 **Q. ARE THERE ANY CHANGES TO THOSE RATES THAT WILL BE**
13 **NECESSARY?**

14 **A.** Yes. There is one change that will be proposed to both these tariff sheets.
15 During the ten-year period following closing and up to the first 200 new
16 customers in the Saddlebrooke subdivision, MAWC would collect connection
17 fees of \$2,800 for new water customers and \$2,800 for new sewer customers.
18 New customers connecting to both the water and sewer systems would pay a
19 total of \$5,600.

20

21 **Q. WHAT IS THE PURPOSE OF THE CONNECTION FEES?**

22 **A.** The current owners of the Saddlebrooke properties have made substantial
23 investment in the water distribution and sewer collection systems in the

1 subdivision areas that are not currently developed. In its determination of
2 purchase price, MAWC did not include any payment for this property, but
3 instead considered it to be a contribution in aid of construction. Therefore,
4 this investment would not be included in rate base in setting future rates. The
5 funds collected by MAWC under this tariff would immediately be refunded to
6 Saddlebrooke as established by the Asset Purchase Agreement. The
7 intention of this approach is to reimburse Saddlebrooke for infrastructure
8 investment made, while limiting the rate impacts on existing customers served
9 in the area. Customers are protected from paying in their rates the costs of
10 investment not currently utilized, while the current owner still has the
11 opportunity, through connection fees charged to new customers, to recoup
12 some of its investment.

13

14 **Q. IS THE CURRENT OWNER GUARANTEED FULL RECOVERY OF ITS**
15 **INVESTMENT?**

16 **A.** No. MAWC will treat the maximum amount of possible remittances to
17 Saddlebrooke of \$761,600 under this tariff provision as a contribution.
18 However, the tariff provision will expire 10 years after the effective date of the
19 new tariff or upon reaching the maximum of 200 customers, whichever comes
20 first.

21

22 **Q. DOES THE STAFF AGREE WITH THE PROPOSAL REGARDING**
23 **CONNECTION FEES PREVIOUSLY DESCRIBED?**

1 **A.** It is my understanding from the Staff Recommendation that it does.

2

3 **Q. HAS THE MISSOURI STAFF INDICATED THAT THEY AGREE WITH THE**
4 **COMPANY'S RATE PROPOSAL?**

5 **A.** No. The Staff Recommendation stated in part that MAWC had a pending rate
6 case, Case No WR-2011-0337, and that it believed rates for Saddlebrooke
7 should not be changed because of the pending case, nor should they be
8 consolidated with any other system as a result of the pending case.

9

10 **Q. HAS ANYTHING CHANGED REGARDING THE STATUS OF CASE NO.**
11 **WR-2011-0337?**

12 **A.** Yes. A Stipulation and Agreement was reached in that case and later
13 approved by the Commission. New tariffs established as a result of Case No.
14 WR-2011-0337 will become effective on April 1, 2012.

15

16 **Q. HOW DOES THAT CASE AFFECT THE RATES THAT SHOULD BE**
17 **AUTHORIZED FOR SADDLEBROOKE?**

18 **A.** As a result of the Order approved by the PSC in Case No. WR-2011-0337,
19 the rates of a number of smaller communities were consolidated into a single
20 district with equal customer service charges and three groups, or tiers, of
21 variable commodity rates. Saddlebrooke certainly falls within the category of
22 a small community and, as indicated in the financial analysis supported by
23 Company witness Brian LaGrand, pro forma costs plus return align most

1 closely with the grouping of commodity rates that include the Stonebridge
2 service area. Application of these rates, along with the rate base and
3 operating costs reflected by Mr. LaGrand, results in a return on investment
4 that is very similar to what the Company believes was imputed in the recent
5 rate case settlement.

6

7 **Q. MUST THE COMMISSION ADDRESS RATES IN SOME FASHION IN THIS**
8 **CASE?**

9 **A.** Yes. Much like a more stereotypical certificate application case where a utility
10 is expanding into new territory, there are no rates currently approved by the
11 Commission for the Saddlebrooke subdivision. As noted in the Staff
12 Recommendation, ongoing operating costs are subject to some estimation.
13 This is due both to the lack of existing records and due to operational
14 changes that are likely to occur under new management. Creating a new rate
15 district for 81 residences seems to be counter-productive when an existing
16 small-system rate that results in reasonable returns is available for use. The
17 Company commits, however, to maintain separate cost and investment
18 accounting records for the Saddlebrooke service area at least until the next
19 MAWC rate case, so that rates can be re-evaluated in the context of a full rate
20 proceeding with cost data that is more reliable.

21

22 **Q. DOES THE COMPANY HAVE ANY OTHER PROPOSED CHANGES TO**
23 **EXISTING TARIFF SHEETS?**

1 **A.** Yes. MAWC proposes to utilize the consolidated rules and regulations of its
2 existing water service territories approved by the Commission and effective
3 October 15, 2011. However, the existing tariff sheets that read Stone and
4 Taney Counties, Missouri would need to be modified to read Stone, Taney
5 and Christian Counties, Missouri.

6 For sewer operations, MAWC proposes to utilize the consolidated rules and
7 regulations of Stone and Taney Counties, Missouri, the service area that
8 includes Stonebridge. The tariffs would need to be changed to be applicable
9 to Stone, Taney and Christian Counties, Missouri. In addition, MAWC
10 believes there is one exception to those existing rules regarding grinder
11 pumps and agrees with the language as outlined in Appendix E to the Staff
12 Recommendation. For both water and sewer, the tariff sheets also would
13 have to reflect the proposed connection fees. All proposed revisions to the
14 various tariff sheets are included in Schedule DRW – 1.

15

16 **Q. DOES MAWC’S PROPOSAL PROMOTE THE PUBLIC INTEREST?**

17 **A.** Yes. The grant of the requested certificates (and approval of the underlying
18 transaction) will result in regulated water and sewer service to be provided to
19 the current and future residents of Saddlebrooke subdivision. The assets of
20 Saddlebrooke would be acquired by MAWC, a Missouri public utility, and be
21 subject to the jurisdiction of the Commission. MAWC has considerable
22 expertise and experience in providing water and sewer utility services to

1 residents of the State of Missouri and is fully qualified, in all respects, to own
2 and operate the systems currently being operated by Saddlebrooke.

3

4 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

5 **A.** Yes, it does.

FORM NO. 13 P.S.C. MO. NO. 15

2nd Revised SHEET NO. A
Canceling (1st Revised) SHEET NO. A

Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

Rules and Regulations Governing the Rendering of Water Service		
<u>INDEX</u>		
<u>Subject</u>	<u>Sheet No.</u>	
Legal Description of Service Area – Stonebridge Village	B – D	+
Map of Service Area – Stonebridge Village	E	+
Legal Description of Service Area – Saddlebrooke Village	F	*
Map of Service Area – Saddlebrooke Village	G	*
Schedule of Rates	1 – 1a	
Schedule of Service Charges & Deposits	2	
<u>Rule No.</u>	<u>Subject</u>	<u>Sheet No.</u>
1	Definitions	3 - 4
2	General Rules & Regulations	5
3	Company Employees & Customer Relations	6
4	Applications for Service	7
5	Inside Piping & Customer Water Service Lines	8 – 10
6	Improper or Excessive Use	11- 12
7	Discontinuance of Service by Company	13 - 14
8	Discontinuance of Service at Customer’s Request	15
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10	Bills for Service	17 - 20
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12	Meter Tests & Test Fees	24
13	Bill Adjustments Based on Meter Tests	25
14	Extension of Water Mains	26

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE	_____	DATE EFFECTIVE	_____
	month day year		month day year
ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

FORM NO. 13 P.S.C. MO. NO. 15

Original

SHEET NO. F
SHEET NO. _____

Missouri –American Water Company

FOR

CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

Saddlebrooke Village
Legal Description
<p>VILLAGE OF SADDLEBROOKE WATER CERTIFICATED AREA PART OF MIDDLE BULL CREEK WATERSHED</p> <p>A WATERSHED AREA OF LAND BEING BOUNDED ON THE NORTH BY WOODS FORK & UPPER BULL CREEK WATERSHED, BEING BOUNDED ON THE EAST BY THE EASTERN LINE OF PART OF SECTION 20 AND THE EASTERN LINE OF SECTIONS 29 & 32 IN TOWNSHIP 25 NORTH, RANGE 20 WEST, AND THE EASTERN LINE OF SECTION 1 IN TOWNSHIP 24 NORTH, RANGE 21 WEST, BOUNDED ON THE SOUTH BY THE SOUTHERN LINE OF SECTIONS 1, 2, 3, 4 & PART OF SECTION 5 OF TOWNSHIP 24 NORTH, RANGE 21 WEST, BOUNDED ON THE WEST BY BEAR CREEK WATERSHED AND HIGHWAYS 65, AND ROUTE 176, ENCOMPASSING PART OF SECTIONS 23,24,25,26,27,28,29, 32 AND 33, AND ALL OF SECTIONS 34, 35 AND 36 OF TOWNSHIP 25 NORTH, RANGE 21 WEST IN CHRISTIAN COUNTY, MISSOURI, PART OF SECTIONS 19,20, AND ALL OF SECTIONS 29,30,31 &32 IN TOWNSHIP 25 NORTH, RANGE 20 WEST IN CHRISTIAN COUNTY, MISSOURI, AND ALL OF SECTIONS 1, 2, 3 & 4 AND PART OF SECTION 5 OF TOWNSHIP 24 NORTH, RANGE 21 WEST IN TANEY COUNTY, MISSOURI.</p> <p>* Indicates new rate or text + Indicates change</p>

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ISSUED BY:

Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

FORM NO. 13 P.S.C. MO. NO. 15

Original

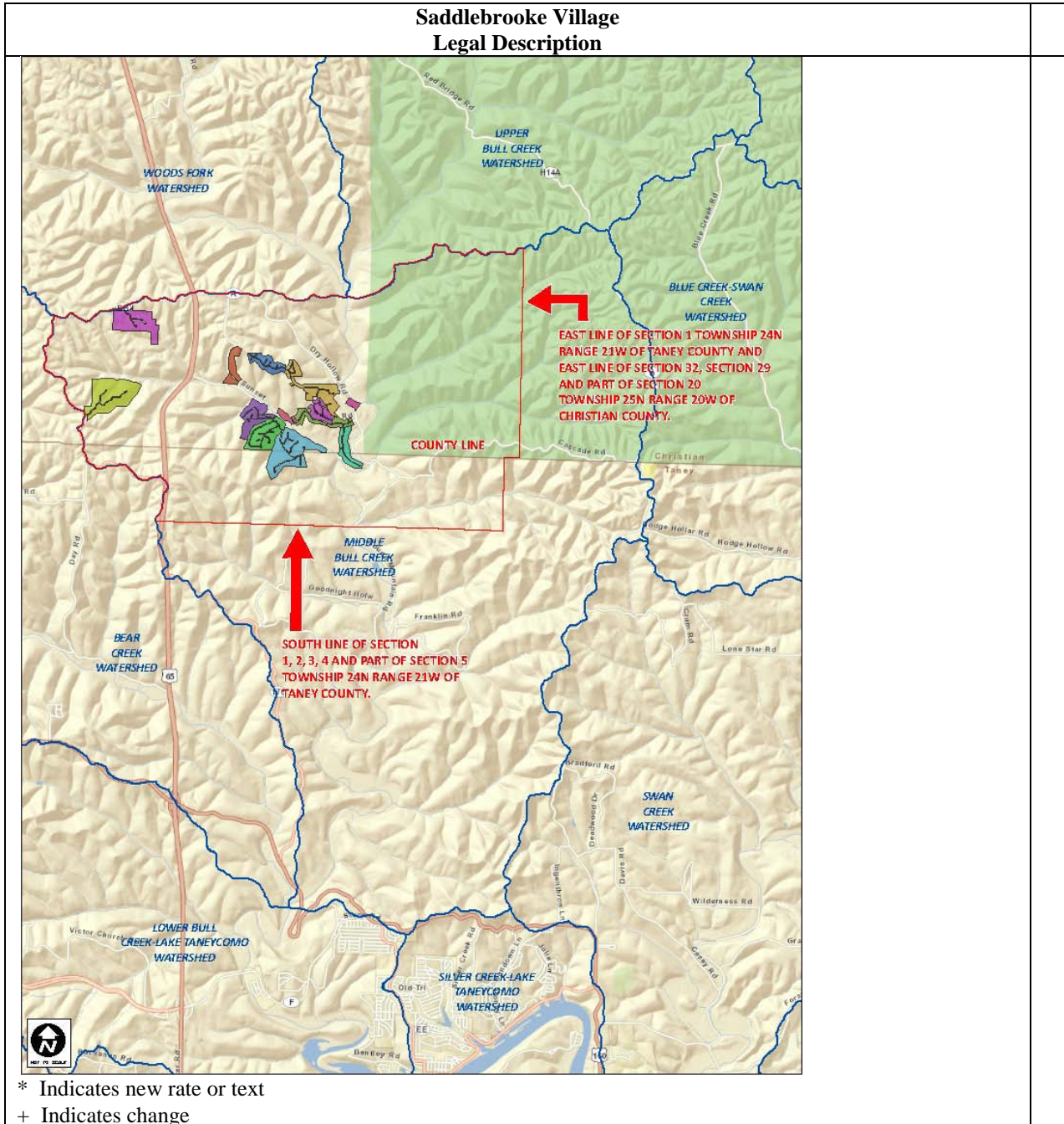
SHEET NO. G
SHEET NO. _____

Missouri –American Water Company

FOR

CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION



DATE OF ISSUE

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month day year

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Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

P.S.C. MO. NO. 15

5th Revised
Cancelling 4th Revised

SHEET NO. 1
SHEET NO. 1

Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

Rules & Regulations Governing The Rendering of Water Service		
SCHEDULE OF WATER RATES		+
<u>Rate Schedule A</u>		
<u>Applicability</u> This schedule is applicable to residential, commercial, industrial, municipal and other general service.		*
<u>Monthly Minimum Charges</u>		
<u>Meter Size</u>	<u>Monthly Charges</u>	
5/8"	\$22.06	
3/4"	\$27.15	
1.0"	\$38.48	
1.5"	\$66.91	
2.0"	\$101.01	
3.0"	\$136.00	
<u>Commodity Charge</u> \$2.37 per 1,000 gallons for usage.		
<u>Connection (CIAC) Fees</u> Except for service to the subdivisions in the following paragraphs, the Company is authorized to condition service to the initial applicant for water service at a single-family residence utilizing a 5/8" meter upon the payment of a one-time charge of \$300. The charge for a premise utilizing a meter larger than 5/8" will be increased by the incremental cost of the meter being used, based upon an assumed cost of \$35 for a 5/8" meter.		+
For the Forest Lake subdivision the Company is authorized to condition service to the initial applicant for water service at a single family residence upon the payment of a one-time charge of \$300 applicable to the next 300 new customers in Forest Lake subdivision. This connection fee will expire twenty (20) years after the effective date of this tariff, at which time the connection fee will revert to the amount indicated in the first paragraph of this section. This connection fee is in addition to any other fees authorized under Rate Schedule A.		*
For the Saddlebrooke subdivision the Company is authorized to condition service to the initial applicant for water service at a single family residence upon the payment of a one-time charge of \$2,800 applicable to the next 200 new customers in Saddlebrooke subdivision. This connection fee will expire ten (10) years after the effective date of this tariff, at which time the connection fee will revert to the amount indicated in the first paragraph of this section. This connection fee is in addition to any other fees authorized under Rate Schedule A.		*
* Indicates new rate or text		
+ Indicates change		

DATE OF ISSUE

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DATE EFFECTIVE

month day year

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Frank Kartmann
President

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727 Craig Road
St. Louis, MO 63141

Address

P.S.C. MO. NO. 15

3rd Revised
Cancelling 2nd Revised

SHEET NO. 1a
SHEET NO. 1a

Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR

STONE & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

Rules & Regulations Governing The Rendering of Water Service	
Reserved for Future Use	*
* Indicates new rate or text + Indicates change	

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ISSUED BY:	Frank Kartmann President Name of Officer, Title	727 Craig Road St. Louis, MO 63141 Address	

P.S.C. MO. NO. 15

1st Revised
Cancelling Original

SHEET NO. 3
SHEET NO. 3

Missouri –American Water Company

FOR

STONE, TANEY & CHRISTIAN COUNTIES, MISSOURI +
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

Rules & Regulations Governing The Rendering of Water Service	
RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
<u>RULE 1 DEFINITIONS</u>	
(a) The “COMPANY” is the Missouri-American Water Company. acting through its officers, managers, or other duly authorized employees or agents.	+
(b) The “CUSTOMER” is any person, firm, corporation or governmental body which has contracted with the Company for water service or is receiving service from Company, or whose facilities are connected for utilizing such service.	
(c) The word “UNIT” shall be used herein to define the standard user or property served and shall pertain to any building whether residential or commercial owned or leased. Mobile homes or rental units are considered as separate units for each single family or firm occupying same as a residence or place of business.	
(d) A “MAIN” is a pipeline which is owned and maintained by the Company, located on public property or private easements, and used to transport water throughout the Company’s service area.	
(e) A “CUSTOMER’S WATER SERVICE LINE” is a pipe with appurtenances installed, owned and maintained by the customer, used to conduct water to the customer’s unit from the property line or outdoor meter setting, including the connection to the meter setting. If the property line is in a street, then the said customer’s water service line shall be deemed to begin at the edge of the street abutting the customer’s property.	
(f) A “SERVICE CONNECTION” is the pipeline connecting the main to the customer’s water service line at the property line, or outdoor including all necessary appurtenances.	
* Indicates new rate or text + Indicates change	

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Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

P.S.C. MO. NO. 15

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SHEET NO. 4
SHEET NO. 4

Missouri –American Water Company

FOR

STONE, TANEY & CHRISTIAN COUNTIES, MISSOURI +
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

Rules & Regulations Governing The Rendering of Water Service	
RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
Rule 1 DEFINITIONS (continued)	
<p>This service connection will be installed, owned, and maintained by the Company. If the property line is in a street, the said service connection shall be deemed to end at the edge of the street abutting the customer’s property.</p> <p>(g) The “DATE OF CONNECTION” shall be the date of the permit for installation and connection issued by the Company. In the event no permit is taken and a connection is made, the date of connection may be the date of commencement of construction of the building upon the property.</p> <p>(h) The “METER SETTING” includes the meter box, meter yoke, lid, and appurtenances, all of which shall be owned and maintained by the Company.</p> <p>(i) The “METER” is a device used to measure and record the quantity of water that flows through; and is installed in the meter setting.</p> <p>(j) “DEVELOPER” means any person, firm, corporation, partnership or other entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.</p> <p>(k) “SUBDIVISION” means any land in this state which is divided or proposed to be divided into 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.</p> <p>* Indicates new rate or text + Indicates change</p>	

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ISSUED BY: Frank Kartmann
President
Name of Officer, Title

727 Craig Road
St. Louis, MO 63141
Address

P.S.C. MO. NO. 15

1st Revised
Cancelling Original

SHEET NO. 5
SHEET NO. 5

Missouri –American Water Company

FOR

STONE, TANEY & CHRISTIAN COUNTIES, MISSOURI +
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

Rules & Regulations Governing The Rendering of Water Service	
RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
<p>Rule 2 GENERAL</p> <p>(a) Every Customer, upon signing an application for service or accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these rates, rules and regulations.</p> <p>(b) The Company's rules and regulations governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate class of service are set forth in rate schedules and constitute a part of these rules and regulations.</p> <p>(c) The Company reserves the right, subject to the authority of the Public Service Commission of Missouri, to prescribe additional rates, rules or regulations or to alter existing rates, rules or regulations as it may deem necessary or proper.</p> <p>(d) At the effective date of these rules and regulations, all new facilities, construction contracts, and written agreements shall conform to these rules and regulations in accordance with the statutes of the State of Missouri and authority of the Public Service Commission of Missouri.</p> <p>(e) The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules and regulations. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Missouri –American Water Company

FOR

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Rule 3 COMPANY EMPLOYEES AND CUSTOMER RELATIONS	
<p>(a) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its Customers except as covered in the Company’s rules and regulations.</p> <p>(b) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these rules and regulations.</p>	
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Rule 4 APPLICATIONS FOR SERVICE	
<p>(a) A written application for service, signed by the customer, stating the type of service required and accompanied by any other pertinent information, will be required to any unit. Every customer, upon signing an application for any service rendered by the Company, or upon taking of service, shall be considered to have expressed consent to the Company’s rates, rules and regulations.</p>	
<p>(b) If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary according to the Company’s rule for extension of water mains.</p>	
<p>(c) When, in order to provide the service requested, a main extension or other unusual construction or equipment expense is required, the Company shall require a written contract. Said contract may include, but not be limited to the obligations upon the Company and the Applicant, and shall specify a reasonable period of time necessary to provide such service.</p>	
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RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
<p>Rule 5 INSIDE PIPING AND CUSTOMER WATER SERVICE LINES</p> <p>(a) The Company will provide the Customer water service at the outdoor meter, or at the property line. Separate units shall be served through separate service lines.</p> <p>(b) The Service Connection from the water main to the Customer's property line, the meter installation and setting shall be constructed, owned and maintained by the Company. Service line construction and maintenance from the property line or meter setting, including the connection to the meter setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. Customers shall be responsible for the cost of repairing any damage to the Company's lines, meters, and meter installations caused by the Customer, his agent, or tenant.</p> <p>(c) Existing water service lines may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities.</p> <p>(d) The Customer's water service lines shall be brought to the unit at a depth of not less than 36 inches and have a minimum inside diameter of 3/4 of an inch upon entering the building. The service line shall be valved. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Rule 5 INSIDE PIPING AND CUSTOMER WATER SERVICE LINES (continued)	
(e) The Customer's water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least 160 psi working pressure.	
(f) The Company will not install a service connection to a vacant lot.	
(g) Any change in the location of an existing service connection requested by the Customer shall be made at his expense.	
(h) The Company shall have the right to enter the Customer's premises for purposes of inspection to ensure compliance to these rules and regulations. The Company shall identify themselves and make these inspections only at reasonable hours.	
(i) Neither Customer's water service lines nor the Service Connection may be extended along public streets or roadways or through property of others in connecting with the Company's mains, except where the service connection is in the water main easement in order to be connected to the main. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.	
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<p>Rule 5 INSIDE PIPING AND CUSTOMER WATER SERVICE LINES (continued:</p> <p>(j) Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system, shall be required to install and maintain a backflow prevention device. This rule may also apply to customers on whose premises it is impossible or impractical for the company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the company.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>Rule 6 IMPROPER OR EXCESSIVE USE</p> <p>(a) No Customer shall be wasteful of the water supplied to his premises by his willful action or inaction. It shall be the responsibility and duty of each Customer to maintain all piping and fixtures at his unit in a good and efficient state of repair at all times.</p> <p>(b) No Customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. Company shall deny or discontinue service where Customer's Water Service Line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customers or the Company's facilities.</p> <p>(c) No Customer shall make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the Company's mains.</p> <p>(d) No Customer shall tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the meter yoke, or allow any such action.</p> <p>(e) No Customer shall attempt to take unmetered water from the Company mains either by an unauthorized tap or direct connection to service connection nor by connection to a fire hydrant.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>Rule 7 DISCONTINUANCE OF WATER SERVICE BY COMPANY</p> <p>a) The Company may discontinue service for any of the following reasons:</p> <ol style="list-style-type: none"> 1. Nonpayment of a delinquent account not in dispute. 2. Failure to post a security deposit or guarantee acceptable to the utility. 3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the customer's agreement. 4. Failure to comply with the terms and conditions of a settlement agreement. 5. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement. 6. Violation of any of these rules and regulations on file with and approved by the Commission, or for any condition which adversely affects the safety of the customer or other persons, or the integrity of the utility's delivery system. <p>b) The Company may discontinue service after notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is hand delivered to the customer, it shall be done at least ninety-six (96) hours prior to discontinuance. Service of notice by mail is complete upon mailing.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>(c) The Company shall make reasonable effort 24 hours prior TV discontinuance to communicate with the customer regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the company's customer, or is not responsible for payment of the bill, then the Company shall make reasonable effort to inform such occupant(s) of the matter.</p> <p>(d) The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to 21 days, and the Company may require proof to a medical emergency.</p> <p>(e) Discontinuance of service will be made during reasonable hours and within 11 business days of the date specified on the discontinuance notice. Company personnel shall identify themselves and announce the intentions to disconnect service, or leave a conspicuous notice of the disconnect.</p> <p>(f) The provisions of paragraphs (c) and (e) above may be waived if safety of Company personnel while at the premises is a consideration.</p> <p>(g) Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer.</p> <p>(h) In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.</p> <p>(i) The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.</p> <p>(j) The Company shall deal with customers and handle customer accounts in accordance with the Public Service Commission's Utility Billing Practice 240-13.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>Rule 8 DISCONTINUANCE OF WATER SERVICE AT CUSTOMER'S REQUEST</p> <p>(a) Service 'will be discontinued at the Customer's request, by giving not less than twenty-four (24) hours notice to the Company during its regular office hours. The Company shall, on the requested day, read the Customer's meter and charges for water service rendered up to and including the time of discontinuance shall be computed and will become due and payable immediately.</p> <p>(b) A customer may request temporary discontinuance of service for any length of time for his own convenience; however. the customer shall still be charged for service at the appropriate rate during the time the service is turned off. Turn off and turn on charges are specified in the schedule of service charges.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>Rule 9 INTERRUPTIONS IN SERVICE</p> <p>(a) The Company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system.</p> <p>(b) Whenever service is interrupted for repairs, all customers affected by such interruptions will be notified in advance whenever It is possible to do so. Every effort will be made to minimize interruption of service.</p> <p>(c) No refunds of charges for water set-vice will be made for Interruptions of service unless due to willful misconduct of the Company.</p> <p>(d) In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate in a reasonable and non-discriminatory manner, and where practical, the maximum amounts of water drawn from the Company mains.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>Rule 10 BILLS FOR SERVICE</p> <p>(a) The charges for water service shall be at the rates specified in the rate schedules on file with the Missouri Public Service Commission. Service charges for turn-off of service are set forth in the Schedule of Service Charges.</p> <p>(b) A Customer who has made application for water Service to a unit shall be responsible for payment for all water service provided to him at said unit until the Customer notifies the Company to discontinue service.</p> <p>(c) Each customer is responsible for furnishing the Company with his correct address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer's application unless the Company is notified in writing by the Customer of a change of address.</p> <p>(d) Payments shall be made at the office of the Company or at such other places conveniently located as may be designated by the Company or by ordinary mail. However, payment must be received by the close of business on the date due.</p> <p>(e) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error.</p> <p>* Indicates new rate or text + Indicates change</p>	

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<p>Rule 10 BILLS FOR SERVICE cont'd</p> <p>f) A separate bill shall be rendered for each Customer with itemization of all water service charges.</p> <p>g) The Company shall have the right to render bills monthly. Bills shall be due and payable to it no later than twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day. All bills for service shall state the due date. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 7. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.</p> <p>h) When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be the monthly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Rule 10 BILLS FOR SERVICE cont'd	
<p>(j)The company may require a security deposit or other guarantee as a condition of new service if the customer: still has an unpaid account with a utility providing the same type of service accrued within the last five years; or has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or is unable to establish a credit rating with the Company. Adequate credit rating for a residential customer shall be established if the Customer: owns or is purchasing a home; or is and has been regularly employed full time for at least one year; or has an adequate and regular source of income; or can provide credit references from a commercial credit source.</p> <p>(k) The Company may require a security deposit or other guarantee of payment as a condition of continued service if: the water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or the utility service to the unit has been diverted or interfered with in an unauthorized manner; or the Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods, or two (2) out of four (4) consecutive quarters.</p> <p>(l) The amount of a security deposit shall not exceed utility charges applicable to one (1) billing periods plus thirty (30) days, computed on estimated or actual annual usage.</p> <p>(m) Interest at the rate of 6% per annum compounded annually shall be payable on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest may be credited to the customer's account.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Rule 10 BILLS FOR SERVICE cont'd	
<p>(n) After a customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.</p> <p>(o) The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.</p> <p>(p) All billing matters shall be handled in accordance with the Commission's Utility Billing Practices, 4 CSR 240-13.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Rule 11 METERS AND METER INSTALLATIONS	
<p>(a) All permanent service connections shall be metered. The Company's installed meter shall be the standard for measuring water used to determine the bill.</p> <p>(b) All meters and meter installations shall be furnished, installed, maintained and removed by the Company and shall remain its property.</p> <p>(c) The Company shall have the right to determine on the basis of the Customer's flow requirements the type and size of meter to be installed and location of same. If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the Customer, the cost of installing such meter shall be paid by the Customer.</p> <p>(d) Service to any one Customer shall be furnished through a single metering installation. Except in the case of a residential duplex structure, where a building is occupied by more than one tenant, the building shall be served by one meter. The Customer may rearrange piping at his own expense so as to separate the units and meter his tenants as he chooses, then divide the bill accordingly.</p> <p>(e) The meters and meter installations furnished by the Company shall remain its property, and the owners of premises wherein they are located shall be held responsible for their safekeeping. For failure to protect same against damage, the Company may refuse to supply water until the Company is paid for such damages. The amount of the charge shall be the cost of the necessary replacement parts and the labor cost necessary to make the repair.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Rule 11 METERS AND METER INSTALLATIONS (continued)	
<p>(f) The meter will be installed at or near the Customer's property line; it shall be placed in a meter box vault constructed by the Company in accordance with its specifications. Company shall furnish and install suitable metering equipment for each Customer except where installation in a special setting is necessary, in which case the excess cost of installation shall be paid by the Customer.</p> <p>(g) The Customer shall promptly notify the Company of any defect in, or damage to, the Meter Setting.</p> <p>(h) Any change in the location of any existing meter or Meter Setting at the request of the Customer shall be made at the expense of the Customer, and with the approval of the Company.</p> <p>(i) If an existing basement meter location is determined inadequate or inaccessible by the Company, the Customer must provide for the installation of a meter to be located at or near the Customer's property line. The Customer shall obtain from the Company, or furnish the necessary meter installation appurtenances conforming to the Company's specifications, and said appurtenances and labor shall be paid for by the Customer.</p> <p>(j) Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain provided the meter is readily accessible, at the Company's and Customer's convenience as determined by the Company, for servicing and reading and the meter space provided is located where the service line,</p>	
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<p>Rule 11 METERS AND METER INSTALLATIONS (continued)</p> <p>enters the building. The Company may, at its discretion, require the Customer to install a remote reading device at an approved location, for the purpose of reading the meter. It is the responsibility of the Customer and/or the owner of the premises to provide a location for the water meter which, in the event of water discharge as a result of leakage from the meter or couplings, will not result in damage. The Water Company's liability for damages to any and all property caused by such leakage shall in no event exceed the price of water service to the effected premises for one average billing period in the preceding year. Where damage is caused by the negligence of Company personnel at the premises, this limitation will not apply. If a customer refuses to provide an accessible location for a meter as determined by the Company, the Company will notify the Secretary of the Public Service Commission before ultimately refusing service or proceeding to discontinue service.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Frank Kartmann
President

Name of Officer, Title

727 Craig Road
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Address

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Missouri –American Water Company

FOR

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Rules & Regulations Governing The Rendering of Water Service	
RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
<p>Rule 12 METER TESTS AND TEST FEES</p> <p>(a) Any customer may request the Company to make a special test of the accuracy of the meter through which water is supplied to him. This test will be made in accordance with the standard regulations of the Commission.</p> <p>(b) The Company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the Company upon the request of the Customer without charge if the meter has nor: been tested within twelve (12) months preceding the requested test; otherwise, an approved charge will be made If the test indicates meter accuracy within five percent. (5%) or less.</p> <p>(c) A meter test requested by the Customer may be witnessed by the Customer or his duly authorized representative, except for tests of meters larger. than two (2) inch inlet, which will be conducted by the meter manufacturer. A certified copy of the test will be provided to the customer.</p> <p>(d) If a test shall show an average error of more than five percent (5%). billings shall be adjusted as provided in the Rule for bill adjustments based on meter tests.</p> <p>* Indicates new rate or text + Indicates change</p>	

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**Rules & Regulations Governing
The Rendering of Water Service**

**RULES AND REGULATIONS GOVERNING RENDERING OF
WATER SERVICE**

Rule 13 BILL ADJUSTMENTS BASED ON METER TESTS

a) Whenever any test by the Company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Commission, the Company shall adjust the Customer's bills by the amount of the actual 'average error of the meter end not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration shall be determined as follows:

- 1) Where the period of error can be shown, the adjustment shall be made for such period.
- 2) Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.

b) If the meter is found on any such test to under-register, the Company may render a bill to the Customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the Company was not at fault for allowing the inaccurate meter to remain in service.

c) f the meter is found faster than allowable, the Company shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy as above defined. Said refund may, at the Company's option, be in the form of a credit to the Customer's bill.

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Rules & Regulations Governing The Rendering of Water Service	
RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
<p>Rule 14 Extension of Water Mains</p> <p>3. This rule shall govern the extension of water mains by the Company in areas where water mains do not exist at the date of issue of this rule. The Company will extend its water mains within dedicated or recorded easement within its certificated area to serve new customers in accordance with the following terms and conditions:</p> <p>(A) Upon receipt of a written application for service in compliance with Rule 4, the Company will provide the Applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required including valves, fire hydrants, booster stations, pressure regulating stations and other appurtenances, reconstruction of existing mains (inecessary), production, treatment and storage system expansion or new construction, engineering, supervision and construction inspection, permits and bookkeeping.</p> <p>(B) Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution in aid of construction equal to the amount determined in 3(A). At the Company's sole option, Applicant(s) may be permitted to install all or part of said extension with an equivalent reduction being made in the required contribution in aid of construction.</p> <p>(C) If as a result of reasonably unforeseen circumstances the actual cost of the extension exceeds the estimated cost of the extension, the Applicant(s) shall pay the added cost within 30 days of being billed for same by Company.</p> <p>(D) The cost to an applicant connecting to a water main that was constructed and funded in accordance with this rule shall be as follows:</p> <p>(1) 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 mains shall be excluded.</p> <p>(2) For single family residential Applicants that are applying for service in areas that are unplatted in subdivision lots, the Applicants' cost shall be equal to the total cost of the extension divided by the total length of the extension in feet times 100 feet.</p> <p>(3) For multi-family residential, commercial or industrial Applicant(s) the cost will be equal to the amount calculated for a single family residence in paragraphs (D)(1) or (D)(2) above multiplied times a water usage factor. The water usage factor shall be</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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Frank Kartmann
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Rules & Regulations Governing The Rendering of Water Service	
RULES AND REGULATIONS GOVERNING RENDERING OF WATER SERVICE	
<p>Rule 14 Extension of Water Mains (continued)</p> <p>(3) determined by dividing the average monthly usage in gallons by 7000 gallons, but shall not be less than 1.</p> <p>(4) The cost for connecting to a water main constructed and funded in accordance with this rule shall be collected by the Company for a period of ten years following the completion of construction of said extension.</p> <p>e) Refunds of contributions shall be made to Applicant(s) as follows:</p> <p>(1) Should the actual cost of the extension be less than the estimated cost the Company shall refund the difference as soon as the actual cost has been ascertained. Said refund to be made within thirty (30) days of final cost determined by the Company.</p> <p>(2) During the first ten years after an extension is completed, the Company will refund to the Applicant(s) who paid for the extension any monies collected from Customer(s) in accordance with Rule 11 (3) (D) above.</p> <p>(3) Any Applicant that paid a contribution in aid of construction to expand the water treatment, production and storage systems will be refunded the per service connection cost of that expansion at the end of the calendar quarter in which any lot that was included in the contribution in aid of construction estimate which was ultimately paid to the Company first activates water service, said refund not to exceed \$450 per service connection. This refund is to be calculated by dividing the cost of the treatment plant expansion by the number of service connections designed to be served by said expansion.</p> <p>(4) The sum of all refunds to any Applicant shall not exceed the total contribution paid by the Applicant.</p> <p>(5) Each refund shall be distributed to the initial Applicant(s) based upon the percentage of the actual extension cost contributed by each Applicant.</p> <p>f) Extensions made under this Rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.</p> <p>g) The Company reserves the right to connect future extensions to any water mains funded and constructed in accordance with this Rule and the attaching of Customers to such further extensions shall not entitle Applicant(s) contracting for the original extension to additional refund.</p> <p>* Indicates new rate or text + Indicates change</p>	

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Frank Kartmann
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FOR

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**Rules & Regulations Governing
The Rendering of Water Service**

**RULES AND REGULATIONS GOVERNING RENDERING OF
WATER SERVICE**

Rule 14 Extension of Water Mains (continued)

- (h) The pipe, valves, booster stations, pressure regulating stations and appurtenances used in making extensions under this Rule shall be of a size and type, which will be reasonably adequate to supply safe and adequate service. Such determination as to size and type of pipe, valves, booster stations, pressure regulating stations and appurtenances shall be left solely to the judgment of the Company. If the Company desires pipe or equipment sizing larger than reasonably required to provide service to the lots abutting said extension, the additional cost due to larger sizing shall be borne by the Company.
- (i) In the event Applicant(s) desire to construct all or part of the extension, and the Company agrees, the following terms and conditions shall apply.
 - 1) Applicant shall enter into a contract with the Company which provides that the Applicant construct said water mains and/or other facilities to meet the requirements of all governmental agencies with proper authority, that all facilities constructed comply with the Company's rules and construction standards, that no construction shall commence until all necessary permits have been granted by all regulatory authorities, and that all construction will be completed in accordance with a schedule agreed to between Company and Applicant.
 - 2) In the event of Applicant's default, Company shall have the right to complete or correct incomplete or faulty construction, such costs to be borne by Applicant.
 - 3) Applicant's choice of design engineer and construction contractor is subject to approval by the Company.
 - 4) Plans and specifications for said extension shall be provided to the Company for approval prior to construction.
 - 5) Applicant shall provide a detailed cost accounting of the actual cost of design and construction within 30 days of the completion of said extension.
 - 6) Applicant shall contribute said extension to the Company, free and clear of any and all encumbrances, mechanics liens etc.
 - 7) Applicant shall contribute to the Company the Company's cost of construction inspection.
 - 8) The Company or its representative shall have the right to inspect, test and approve the extension prior to connecting it to the Company's existing water mains.
 - 9) Connection of the extension to existing Company water mains shall be made by the Company or its authorized representative.
 - 10) The Company shall have the right to refuse ownership and responsibility for said extension until the Applicant(s) have complied fully with this Rule.

* Indicates new rate or text

+ Indicates change

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President
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727 Craig Road
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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

Rules and Regulations Governing the Rendering of Sewer Service		
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Missouri –American Water Company

FOR

CHRISTIAN & TANEY COUNTIES, MISSOURI
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Saddlebrooke Village
Legal Description
<p>VILLAGE OF SADDLEBROOKE SANITARY SEWER CERTIFICATED AREA PART OF MIDDLE BULL CREEK WATERSHED</p> <p>A WATERSHED AREA OF LAND BEING BOUNDED ON THE NORTH BY WOODS FORK & UPPER BULL CREEK WATERSHED, BEING BOUNDED ON THE EAST BY THE EASTERN LINE OF PART OF SECTION 20 AND THE EASTERN LINE OF SECTIONS 29 & 32 IN TOWNSHIP 25 NORTH, RANGE 20 WEST, AND THE EASTERN LINE OF SECTION 1 IN TOWNSHIP 24 NORTH, RANGE 21 WEST, BOUNDED ON THE SOUTH BY THE SOUTHERN LINE OF SECTIONS 1, 2, 3, 4 & PART OF SECTION 5 OF TOWNSHIP 24 NORTH, RANGE 21 WEST, BOUNDED ON THE WEST BY BEAR CREEK WATERSHED AND HIGHWAYS 65, AND ROUTE 176, ENCOMPASSING PART OF SECTIONS 23,24,25,26,27,28,29, 32 AND 33, AND ALL OF SECTIONS 34, 35 AND 36 OF TOWNSHIP 25 NORTH, RANGE 21 WEST IN CHRISTIAN COUNTY, MISSOURI, PART OF SECTIONS 19,20, AND ALL OF SECTIONS 29,30,31 &32 IN TOWNSHIP 25 NORTH, RANGE 20 WEST IN CHRISTIAN COUNTY, MISSOURI, AND ALL OF SECTIONS 1, 2, 3 & 4 AND PART OF SECTION 5 OF TOWNSHIP 24 NORTH, RANGE 21 WEST IN TANEY COUNTY, MISSOURI.</p> <p>* Indicates new rate or text + Indicates change</p>

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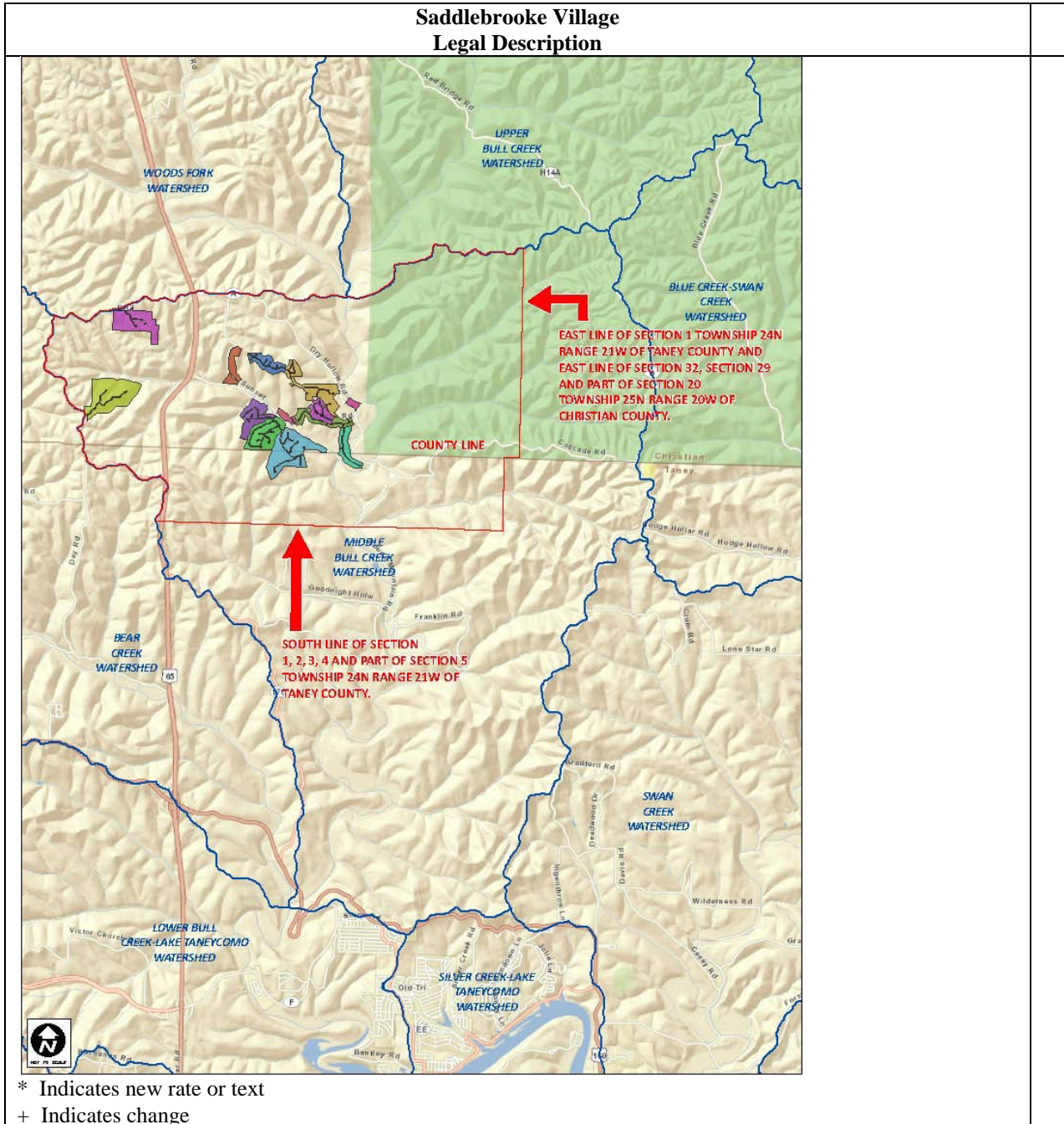
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Missouri –American Water Company

FOR

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Missouri –American Water Company

FOR

STONE, TANEY & CHRISTIAN COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

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Rules & Regulations Governing The Rendering of Sewer Service	
SCHEDULE OF SEWER RATES	
<u>Rate Schedule A</u>	
<u>Applicability</u>	
These rates apply to customers connected to a collecting sewer constructed with Company funds.	
<u>Monthly Minimum Charges</u>	
<u>Meter Size</u>	<u>Monthly Charges</u>
5/8"	\$40.97
3/4"	\$53.29
1.0"	\$77.89
1.5"	\$139.43
2.0"	\$213.27
3.0"	\$385.58
4.0"	\$631.75
<u>Commodity Charge</u> ⁽¹⁾	
\$6.0324 per 1,000 gallons for usage.	
(1) Residential customers' monthly commodity charge amounts for the entire year will be based on the average monthly water usage in the months of December, January and February. Commercial customers' commodity charge amounts will be based on actual monthly water usage.	
<u>Connection (CIAC) Fees</u>	
The Company is authorized to condition service to the initial applicant for sewer service at a single-family residence upon the payment of a one-time charge of \$5,700. The charge for commercial premises will be \$1,425 per 1,000 gallons of average monthly water use, but with a minimum charge of \$5,700.	
* Indicates new rate or text	
+ Indicates change	

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Frank Kartmann
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Missouri –American Water Company

FOR

STONE, TANEY & CHRISTIAN COUNTIES, MISSOURI
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Rules & Regulations Governing The Rendering of Sewer Service	
SCHEDULE OF SEWER RATES cont'd	
<u>Rate Schedule B</u>	
<u>Applicability</u>	
These rates apply to customers connected to a collecting sewer that was constructed or paid for by a developer or customer under the sewer extension rule.	
<u>Monthly Minimum Charges</u>	
<u>Meter Size</u>	<u>Monthly Charges</u>
5/8"	\$36.69
3/4"	\$47.72
1.0"	\$69.74
1.5"	\$124.85
2.0"	\$190.96
3.0"	\$345.24
4.0"	\$565.66
<u>Commodity Charge</u> ⁽¹⁾	
\$4.0411 per 1,000 gallons for usage	
(1) Residential customers' monthly commodity charge amounts for the entire year will be based on the average monthly water usage in the months of December, January and February. Commercial customers' commodity charge amounts will be based on actual monthly water usage.	
<u>Connection (CIAC) Fees</u>	
The Company is authorized to condition service to the initial applicant for sewer service at a single family residence upon the payment of a one-time charge of \$2,150 applicable to the next 300 new customers in Forest Lake subdivision to expire twenty (20) years after the effective date of this tariff sheet. This connection fee is in addition to any other fees authorized under Rate Schedule B.	
The Company is authorized to condition service to the initial applicant for sewer service at a single family residence upon the payment of a one-time charge of \$2,800 applicable to the next 200 new customers in Saddlebrooke subdivision to expire ten (10) years after the effective date of this tariff sheet. This connection fee is in addition to any other fees authorized under Rate Schedule B.	
* Indicates new rate or text	
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Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
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Rules & Regulations Governing The Rendering of Sewer Service	
SCHEDULE OF SERVICE CHARGES & DEPOSITS	
Connection fee after initial connection if a service call is necessary.	\$50.00
Deposit (refundable) Amount due for service for one billing period plus 30 days.	
Disconnection fee during regular office hours.	\$25.00
Reconnection fee during regular office hours.	\$25.00
Additional overtime charge for reconnection after regular office hours, on weekends, or holidays.	\$35.00
Collection of a delinquent bill.	\$10.00
Return Check.	\$10.00
Interest at the rate of 6% per anum covering period of deposit will be paid to customer or credited to his account provided the deposit remains with the Company for a period of at least 12 months.	
* Indicates new rate or text + Indicates change	

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Missouri –American Water Company
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FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 1 DEFINITIONS	
(a) The "COMPANY" is <u>Missouri-American Water Company</u> , acting through its officers, managers, or other duly authorized employees or agents.	+
(b) The "CUSTOMER" is any person, individual, partnership, association, corporation or governmental body which has contracted with the Company for sewer service or is receiving service from the Company, or whose facilities are connected for utilizing such service.	
(c) The word "UNIT" shall be used herein to define the standard user or property served and shall include mobile homes or any building, residential, commercial, or industrial, owned or leased and each unit of any multi-unit structure.	
(d) A "COLLECTING SEWER" is a pipeline, including force lines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lamp holes, and necessary appurtenances, including service wyes and saddles, or pressure pump units that are owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal.	+
(e) 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 pressure pump units and sewage tanks owned by the Customer, and excluding service wyes or saddles, and pressure pump units that are owned by the Company. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewerage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The Service Sewer is constructed, owned and maintained by the Customer.	+ + + + + + + +
* Indicates new rate or text + Indicates change	

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ISSUED BY:	Frank Kartmann President Name of Officer, Title		727 Craig Road St. Louis, MO 63141 Address

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Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
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Rules Governing Rendering of Sewer Service	
Rule 1 DEFINITIONS (Continued)	
(f) A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a wye branch, or the bell of a saddle placed on the barrel of the collecting sewer, or at the tank of a Company-owned pressure pump unit.	+ +
(g) The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates.	
(h) "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities.	
(i) "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 or Excessive Use)	+
(j) 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.	
(k) "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.	+ +
(l) "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.	
(m) "SUSPENDED SOLIDS" are the concentration of insoluble materials suspended or dispersed waste expressed in milligrams per liter on a dry weight basis as determined by standard procedures.	
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Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
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**Rules Governing Rendering of
Sewer Service**

Rule 1 DEFINITIONS (Continued)

- (n) "EFFLUENT PUMP UNIT" or "PRESSURE PUMP UNIT" – a self contained facility consisting generally of a tank and an electric pump, which separates solid from liquid waste, retaining the solid waste in the tank, and pumping the liquid waste under pressure to collecting sewer pipelines. The device also contains level controls for interim storage of liquid waste in the tank and intermittent pump operation as a function of liquid level with appropriate malfunction alarms, pressure controls and check valves to insure cooperative operation with similar units.
- (o) "GRINDER PUMP UNIT" or "PUMP UNIT" – a self contained facility consisting generally of a small tank, and an electric pump that is capable of pumping liquid waste with contained solids to a pressure collecting sewer for transportation of liquid waste with solids to a treatment facility.
- (p) "PRESSURE COLLECTING SEWER" – a collecting sewer pipeline owned and maintained by the company, including wyes, tees, and saddles, operated under pressure from pump units connected to the pipeline, located within easements, used to transport wastewater under pressure to a treatment facility. A Pressure Collecting Sewer is sometimes referred to generically as a collecting sewer.
- (q) "TANK" – a watertight vessel which holds wastewater from the customer's premises, and in which an electric and pump associated electrical controls and connections may be installed if necessary, and provides access from ground level to the internal parts and for other maintenance.
- (r) A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.
- (s) A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way, one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline, and to which the Customer's service sewer is connected.

* Indicates new rate or text

+ Indicates change

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ISSUED BY:

Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

FORM NO. 13 P.S.C. MO. No. 14
Canceling P.S.C. MO No. 1

1st Revised SHEET NO. 5
Canceling Original SHEET NO. 5

Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 2 GENERAL	
<p>(a) Every Customer, upon signing an application for service or accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these rates, rules and regulations.</p> <p>(b) The Company’s rules and regulations governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate class of service are set forth in rate schedules and constitute a part of these rules and regulations.</p> <p>(c) The Company reserves the right, subject to the authority of the Public Service Commission of Missouri, to prescribe additional rates, rules or regulations or alter existing rates, rules or regulations as it may deem necessary or proper.</p> <p>(d) At the effective date of these rules and regulations, all new facilities, construction contracts, and written agreements shall conform to these rules and regulations in accordance with the statutes of the State of Missouri and authority of the Public Service Commission of Missouri.</p> <p>(e) The Company shall have the right to enter upon the Customer’s premises for the purpose of inspecting for compliance with these rules and regulations. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 3 LIMITED AUTHORITY OF COMPANY EMPLOYEES	
<p>(a) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.</p> <p>(b) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

DATE OF ISSUE	_____	DATE EFFECTIVE	_____
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ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

FORM NO. 13 P.S.C. MO. No. 14
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Canceling Original SHEET NO. 7

Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

**Rules Governing Rendering of
Sewer Service**

Rule 4 APPLICATIONS FOR SEWER SERVICE

- (a) A written application for service, signed by the Customer and accompanied by the appropriate fees and other information required by these rules and regulations, must be received from each Customer before service is provided to any premises. Said application must state the name of the owner of said premises and, in the case of a commercial or industrial Customer, must also state the quantity and strength of effluent to be discharged from said premises into Company’s sewer system. Every Customer, upon signing an application for any service rendered by the Company or upon taking of service, shall be considered to have expressed consent to the Company’s rates, rules and regulations. The Company shall have the right to refuse service for failure to comply with the rules and regulations herein, or if the customer owes a past due bill not in dispute for sewer service at any location within the Company’s area. In any case, where unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract specifying a reasonable period of time for the Company to provide the service. The Company shall notify the owner of property served and what the Company’s billing rules are.

- (b) A commercial or industrial Customer shall, upon request of the Company, present in writing to the Company a list of the devices which are to be attached to the Company’s lines, giving the location of any buildings. The Company will then advise the Customer of the form and the character of the waste water collection facilities available.

* Indicates new rate or text

+ Indicates change

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Frank Kartmann
President

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 4 APPLICATIONS FOR SEWER SERVICE (continued)	
<p>(c) No substantial addition to the water using equipment or appliances connected to the sewer system of the Company for commercial or industrial customers shall be made except upon written notice to and with the written consent of the Company.</p> <p>(d) Any change in the location of an existing service connection requested by the Customer shall be made at his expense.</p> <p>(e) Customer service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11.</p> <p>(f) New service connections shall be authorized when a service connection fee is paid to the Company based on the schedule of fees.</p> <p>(g) When a service is to be connected the plumber employed by the Customer shall obtain the connecting accessories from the Company. The plumber shall advise the Company 24 hours in advance of when he expects to have service installed so a representative of the Company can inspect the installation.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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ISSUED BY: Frank Kartmann 727 Craig Road
President St. Louis, MO 63141

Name of Officer, Title Address

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 4 APPLICATIONS FOR SEWER SERVICE (continued)	
<p>(h) When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible to the Company, so that there will be a basis for sewer charges.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER	
<p>(a) The Customer will provide the service sewer at his expense and risk. As a condition of service, inside requirements of all governmental units having jurisdiction and the Company’s rules and regulations must be met at the time of connection to the system. The Company may deny service or may discontinue service where footing drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.</p> <p>(b) A separate and independent Customer service sewer shall be required for every building, except when one building stands at the rear of another building on an interior lot where no private service sewer is available and cannot be constructed to the rear building through an adjoining alley, courtyard, or driveway; in that situation, the Customer’s service sewer from the front building may be extended to the rear building and it will be considered as one Customer’s service sewer.</p> <p>(c) Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

DATE OF ISSUE _____ DATE EFFECTIVE _____
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ISSUED BY: Frank Kartmann 727 Craig Road
President St. Louis, MO 63141

Name of Officer, Title Address

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER (continued)	
<p>(j) The size and slope of the Customer’s service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch pipe shall not be less than one-eighth (1/8) inch per foot.</p> <p>(k) Whenever possible the Customer’s service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall. The depth shall be sufficient to afford protection from frost. The Customer’s service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

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Missouri –American Water Company
NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER (Continued)	
<p>(g) In all buildings in which any building drain is too low to permit adequate gravity flow to the collecting sewer, sanitary sewage carried by such drains shall be lifted by approved artificial means and discharged to the building sewer. No water operated sewage ejector shall be used.</p> <p>(h) All excavations required for the installation of a Customer’s service sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used and all applicable local plumbing codes, except that no backfill shall be placed until the work has been inspected by the Company. Only those jointing materials and methods which are approved by the Company may be used.</p> <p>(i) (1) The connection of the Customer’s service sewer, with or without a pressure pump unit, into the gravity collecting sewer shall be made at the “Y” branch, if such branch is available at a suitable location. If the Company’s collecting sewer is vitrified clay pipe of twelve inch (12”) diameter or less and there is no properly located “Y” branch at a suitable location, a “Y” branch shall be installed at a location specified by the Company. If the Company’s collecting sewer is greater than twelve inches (12”) in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle installed to which the Customer’s service sewer will be connected. The invert of the customer’s service sewer at the point of connection shall be at the centerline or higher elevation than the invert of the Company’s collecting sewer. A smooth neat joint shall be made, and the connection made secure and watertight by encasement in concrete.</p> <p>(2) The connection of the customer service sewer into a pressure collecting system, if a customer-owned pressure pump unit exists, shall be made at Company’s pressure collecting sewer; or if a Company-owned pressure pump unit exists, at the Company-owned pressure pump unit tank inlet.</p> <p>* Indicates new rate or text + Indicates change</p>	<p></p> <p></p> <p>+</p> <p></p> <p>+</p> <p>+</p> <p>+</p>

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ISSUED BY: Frank Kartmann
President
Name of Officer, Title

727 Craig Road
St. Louis, MO 63141
Address

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER (continued)	
<p>(j) The Customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building of the applicant and such construction and maintenance by the customer shall be subject to the approval of an authorized inspector of the Company and shall be in accordance with the Rules and Regulations as well as construction information of the Company in force at that time.</p> <p>(k) The Company will locate the point to which service sewer connection will be made and the Company will furnish a “Y” branch, when a “y” has not previously been installed, or other outlet at the collecting sewer which shall be located in the public right-of-way or Company easement. All connection are subject to inspection and approval by the Company. An application for new connection must be filed in writing 24 hours in advance stating the street, house number, name of the applicant, name of the property owner, and the time at which connection is to be made. The Company will not be required to supply sewer service until each such connection has been inspected and approved by it. In the event the Customer or the Customer’s agent shall damage a “y” branch or go onto the public right-of-way or Company easement and cause damage to the collecting sewer, then the Customer shall be responsible for the cost of repair or replacing any such damage. The “y” branch is considered part of the collecting sewer.</p> <p>(l) Company personnel may not work on piping or facilities not owned by the Company unless authorized by the Company.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title	727 Craig Road St. Louis, MO 63141 _____ Address	

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Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

**Rules Governing Rendering of
Sewer Service**

Rule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER (Continued)

- (m) In the Company’s Stonebridge Service District operation, the Company will provide, install and maintain pressure pump units where necessary, including electric power.

In all other operations, any customer proposed to be connected and to be discharging less than 1,200 gallons per day domestic sewage, and where a tank or pressure pump unit is necessary for discharge of sewage into the Company’s collecting sewer, or as a part of the treatment process, or both, shall install at his own expense within the lot, one pump unit of suitable capacity. All components utilized in a pump unit must be either purchased from the Company or meet its specifications which shall be on file at the Company’s office, and approved by the Company prior to installation. Installation costs of the pump unit, electrical wiring and components and service sewers between the dwelling and the pump unit and Company’s collecting sewers shall be the responsibility of the Customer. Electricity costs for pump operation shall be the responsibility of the Customer. Customers discharging greater than 1,200 gallons per day, upon applying for service with the Company, must enter into an agreement with the Company with regard to operation of a pump unit that is of suitable capacity for the customer and that will be compatible with the Company’s operation of its collecting sewer system and treatment facility.

- (n) The Company will locate the point to which the service connection to the pressure collecting sewer will be made, and the Customer shall furnish materials for the connection. All taps to the pressure collecting sewer shall be done by the Company. One connection shall not service more than one property.

- (o) A stop cock shall be placed on the service sewer near the service connection. Said stop cock shall include a provision for locking. The stop cock will be furnished, owned and maintained by the Customer for use by the Customer for maintenance or by the Company.

- (p) In addition to other methods outlined within these Rules for discontinuance of sewer service, sewer service may be turned-off by the Company by locking the stop cock in the closed position. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of resuming service, in accordance with these Rules.

* Indicates new rate or text

+ Indicates change

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ISSUED BY:

Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

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1st Revised SHEET NO. 14
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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 6 IMPROPER OR EXCESSIVE USE	
<p>(a) The following requirements for the use of sewer service provided by the Company shall be observed. Violation of the requirements will result in the discontinuance of service to the Customer or an additional charge for excess load, or the requirement that the Customer install facilities to prevent excessive loads and other adverse impacts upon the Company’s system.</p> <p>(b) No person shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into Company’s collecting sewers.</p> <p>(c) No person shall discharge or cause to be discharged any of the following described waste waters into the Company’s collection sewers:</p> <ol style="list-style-type: none"> 1) Any liquid or vapor having a temperature higher than 150 degrees F. 2) Any waste water which may contain more than 100 parts per million, by weight, of fat, oil or grease. 3) Any waste water which may contain more than 25 parts per million, by weight, of soluble oils. 4) Any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas. 5) Any garbage that has not been properly shredded. 	
<p>* Indicates new rate or text + Indicates change</p>	

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 6 IMPROPER OR EXCESSIVE USE (continued)	
<p>6) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.</p> <p>7) Any waste waters having a PH lower than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.</p> <p>8) Any waste waters containing toxic materials in sufficient quantity to disrupt the operation of treatment facilities.</p> <p>9) The Company may specify limits on allowable concentration of heavy metals that may be discharged to the sewer.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY	
<p>(a) The Company reserves the right to discontinue services for any of the following reasons:</p> <ol style="list-style-type: none"> 1) For failure to comply with these rules and regulations. 2) For nonpayment of utility bill (see Rule 9). 3) For resale of sewer service. 4) For an unauthorized sewer connection to Company sewers. <p>(b) Discontinuance of service to a premises for violation of these Rules and Regulations shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer.</p> <p>(c) If the Company discontinues its service for any violation of these rules and regulations, then any monies due the Company shall become immediately due and payable.</p> <p>(d) The Company has the right to refuse or to discontinue service to any premises to protect itself against fraud or abuse.</p> <p>(e) At least thirty (30) days prior to physical discontinuance of service, the Company will mail a written notice to the Customer and to the property owner if different than the Customer by registered or certified mail, return receipt requested, with copy thereof forwarded to the Public Service Commission. Said notice shall state the violation and service may be</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY (continued)	
<p>(e) discontinued at any time after the expiration of the notice period provided satisfactory arrangements for continuance of the service have not been made by the Customer and the Company. This thirty (30) day notice may be waived where discharge of materials which might be detrimental to the health and safety of the public or cause damage to the sewer system of the Company is discovered. In the event of discontinuance of service to protect health and safety as above provided, the Customer and the Commission shall be notified immediately thereof with a statement concerning the reasons for such discontinuance.</p> <p>(f) Reconnection of any customer disconnected by authority of this rule will be made subject to payment of the cost of reconnection.</p> <p>(g) Tenants of rental property shall be given the opportunity to pay delinquent bills in lieu of disconnection of service.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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President St. Louis, MO 63141

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Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 8 INTERRUPTIONS IN SERVICE	
<p>(a) The Company reserves the right to limit sewer service in its collecting sewers at any time for the purpose of making repairs to the sewer system.</p> <p>(b) Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is possible to do so. Every effort will be made to minimize limitation of service.</p> <p>(c) No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.</p> <p>(d) In order to avoid overloading the capacities of the Company collecting sewers and treatment facilities, the Company reserves the right at all times to determine and regulate, in a reasonable and non-discriminatory manner, the maximum amounts or strength of the wastes discharged into the Company’s collecting sewers when they are greater than normal domestic sewage.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

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Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

**Rules Governing Rendering of
Sewer Service**

Rule 9 BILLS FOR SERVICE

- (a) The charges for sewer service shall be at the rates specified in the applicable tariffs on file with the Missouri Public Service Commission. The point of assumption of sewer service shall be at the service connection. Service charges for connection or disconnection are set forth in Schedule of Service Charges.
- (b) A Customer who has made application for service to a premises shall be held liable for all service furnished to such premises until the customer notifies the Company in writing to discontinue service.
- (c) A Customer is liable for payment for all monthly service charges for sewer service to a premises from the date of connection until the date of disconnection. At least five days prior to disconnection, the Customer shall notify the Company of the date, place, and time of disconnection.
- (d) Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the will not relieve the Customer from the obligation to pay the same.
- (e) Payments shall be made at the office of the Company or at an equally convenient location designated by the Company.
- (f) A separate bill shall be rendered for each Customer's sewer service.

* Indicates new rate or text

+ Indicates change

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Frank Kartmann
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Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

**Rules Governing Rendering of
Sewer Service**

Rule 9 **BILLS FOR SERVICE** (continued)

- (g) The Company shall have the right to render bills monthly, and such bills shall be due and payable on the due date indicated on the bill. The Company shall have the right to charge Customers on a monthly basis in arrears when the sewer charges are based on water usage.
- (h) Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error.
- (i) All bills for sewer service become delinquent after the due date stated on the bill. Service may be discontinued thirty (30) days after written notice by mail from the Company. The Company shall have the right to charge to the Customer's account reasonable costs and fees incurred in collecting the delinquent amount.
- (j) When the bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used, or a proportionate part of the residential rate, whichever is applicable. Customers terminating with less than one month's service shall pay not less than the monthly minimum.
- (k) If a Customer is a tenant, the Company may require the owner of the property to be ultimately responsible for payment of bills for service, provided the Company has made reasonable and timely efforts to collect bills due from the Customer. All notices of delinquent bills or disconnection shall also be sent to the owner of the property.

* Indicates new rate or text

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_____ month day year

ISSUED BY:

Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

FORM NO. 13 P.S.C. MO. No. 14
Canceling P.S.C. MO No. 1

1st Revised SHEET NO. 21
Canceling Original SHEET NO. 21

Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 10 SPECIAL CONTRACT FOR EXCESSIVE CAPACITY	
<p>In the event that the Customer to be served proposes to discharge into Company’s system an abnormally high volume or strength of waste as to require an enlargement of Company’s existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines, service shall be provided to such customer under the terms and conditions of a mutually satisfactory contract, in form approved by the Public Service Commission of Missouri, pursuant to which the cost of such improvements will be financed in such a manner as to be fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.</p>	
<p>* Indicates new rate or text + Indicates change</p>	

DATE OF ISSUE	_____	DATE EFFECTIVE	_____
	month day year		month day year
ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

FORM NO. 13 P.S.C. MO. No. 14
Canceling P.S.C. MO No. 1

3rd Revised
Canceling 2nd Revised

SHEET NO. 22
SHEET NO. 22

Missouri –American Water Company

NAME OF ISSUING CORPORATION

FOR
STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *

COMMUNITY, TOWN, OR CITY

Rules Governing Rendering of Sewer Service	
Rule 11 EXTENSION OF COLLECTING SEWERS	
<p>3. This rule shall govern the extension of collecting sewers by the Company in areas where collecting sewers do not exist at the date of issue of this rule. The Company will extend its collecting sewers within dedicated or recorded easement within its certificated area to serve new customers in accordance with the following terms and conditions:</p> <ul style="list-style-type: none"> a) Upon receipt of a written application for service in compliance with Rule 4, the Company will provide the Applicant(s) and itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including manholes, cleanouts, lift stations, individual grinder pump stations, pressure sewer system appurtenances, reconstruction of existing sewers (if necessary), treatment system expansion, engineering, supervision and construction inspection, permits and bookkeeping. b) Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution in aid of construction equal to the amount determined in 3 (a), plus a connection fee of \$360 per connection. At the Company’s sole option, Applicant(s) may be permitted to install all or part of said extension with an equivalent reduction being made in the required contribution in aid of construction. c) If as a result of reasonable unforeseen circumstances the actual cost of the extension exceeds the estimated cost of the extension, the Applicant(s) shall pay the added cost within 30 days of being billed for same by Company. d) The cost to an applicant connecting to a sewer that was constructed and funded in accordance with this rule shall be as follows: <ul style="list-style-type: none"> 1) 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 mains shall be excluded. 2) For single family residential Applicants that are applying for service in areas that are unplatted in subdivision lots, the Applicants’ cost shall be equal to the total cost of the extension divided by the total length of the extension in feet times 100 feet. 3) For the multi-family residential, commercial or industrial Applicant(s) the cost will be equal to the amount calculated for a single family residence in paragraphs (d) (1) or (d) (2) above multiplied times a water usage factor. The water usage factor shall be 	
<p>* Indicates new rate or text + Indicates change</p>	

DATE OF ISSUE	_____	DATE EFFECTIVE	_____
	month day year		month day year
ISSUED BY:	Frank Kartmann President _____ Name of Officer, Title		727 Craig Road St. Louis, MO 63141 _____ Address

FORM NO. 13 P.S.C. MO. No. 14
Canceling P.S.C. MO No. 1

2nd Revised
Canceling 1st Revised

SHEET NO. 23
SHEET NO. 23

Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

**Rules Governing Rendering of
Sewer Service**

Rule 11 EXTENSION OF COLLECTING SEWERS (continued)

3. determined by dividing the average monthly usage in gallons by 7000 gallons, but shall not be less than 1.
 4. The cost for connecting to a sewer constructed and funded in accordance with this rule shall be collected by the Company for a period of ten years following the completion of said extension.
- (e) Refunds of contributions shall be made to Applicant(s) as follows:
1. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained. Said refund to be made within thirty (30) days of final cost determination by the Company.
 2. During the first ten years after an extension is completed, the Company will refund to the Applicant(s) who paid for the extension any monies collected from Customer(s) in accordance with Rule 11 (3) (d) above.
 3. Any Applicant that paid a contribution in aid of construction to expand the wastewater treatment plant will be refunded the per service connection cost of treatment plant expansion at the end of the calendar quarter in which any lot that was included in the contribution in aid of construction estimate which was ultimately paid to the Company first activates sewer service, said refund not to exceed \$1,500 per service connection. This refund is to be calculated by dividing the cost of the treatment plant expansion by the number of service connections designed to be served by said expansion.
 4. The sum of all refunds to any Applicant shall not exceed the total contribution paid by the Applicant.
 5. Each refund shall be distributed to initial Applicant(s) based upon the percentage of the actual extension cost contributed by each Applicant.
- (f) Extensions made under this Rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
- (g) The Company reserves the right to connect future extensions to any collecting sewers funded and constructed in accordance with this Rule and the attaching of Customers to such further extensions shall not entitle Applicant(s) contracting for the original extension to additional refund.
- (h) The pipe, lift stations and appurtenances used in making extensions under this Rule shall be of a size and type, which will be reasonable adequate to supply safe and

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE

month day year

DATE EFFECTIVE

month day year

ISSUED BY:

Frank Kartmann
President
Name of Officer, Title

727 Craig Road
St. Louis, MO 63141
Address

FORM NO. 13 P.S.C. MO. No. 14
Canceling P.S.C. MO No. 1

3rd Revised
Canceling 2nd Revised

SHEET NO. 24
SHEET NO. 24

Missouri –American Water Company

FOR

STONE, CHRISTIAN & TANEY COUNTIES, MISSOURI *
COMMUNITY, TOWN, OR CITY

NAME OF ISSUING CORPORATION

**Rules Governing Rendering of
Sewer Service**

Rule 11 EXTENSION OF COLLECTING SEWERS (continued)

- h) adequate service. Such determination as to size and type of pipe, lift stations and appurtenances shall be left solely to the judgment of the Company. If the Company desires pipe or lift station sizing larger than reasonably required to provide service to the lots abutting said extension, the additional cost due to larger sizing shall be borne by the Company.
- i) In the event Applicant(s) desire to construct all or part of the extension, and the Company agrees, the following terms and conditions shall apply.
 - 1. Applicant shall enter into a contract with the Company which provides that the Applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies with proper authority, that all facilities constructed comply with the Company's rules and construction standards, that no construction shall commence until all necessary permits have been granted by all regulatory authorities, that all construction will be completed in accordance with a schedule agreed to between Company and Applicant.
 - 2. In the event of Applicant's default, Company shall have the right to complete or correct incomplete or faulty constructions, such costs to be borne by Applicant.
 - 3. Applicant's choice of design engineer and construction contractor is subject to approval by the Company.
 - 4. Plans and specifications for said extension shall be provided to the Company for approval prior to construction.
 - 5. Applicant shall provide a detailed cost accounting of the actual cost of design and construction within 30 days of the completion of said extension.
 - 6. Applicant shall contribute said extension to the Company, free and clear of any and all encumbrances, mechanics liens etc.
 - 7. Applicant shall contribute to the Company the Company's cost of construction inspection.
 - 8. The Company or its representative shall have the right to inspect, test and approve the extension prior to connecting it to the Company's collecting sewers.
 - 9. Connection of the extension to existing Company sewers shall be made by the Company of its authorized representative.
 - 10. The Company shall have the right to refuse ownership and responsibility for said extension until the Applicant(s) have complied fully with this Rule.

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE

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month day year

month day year

ISSUED BY:

Frank Kartmann
President

Name of Officer, Title

727 Craig Road
St. Louis, MO 63141

Address

BILL NO. 8

ORDINANCE NO. 2011 08

AN ORDINANCE GRANTING THE FRANCHISE FOR THE MISSOURI-AMERICAN WATER COMPANY CONTAINING THE RIGHT TO USE, FOR A PERIOD OF TWENTY YEARS, THE PUBLIC RIGHTS-OF-WAY, THE STREETS, AVENUES, ALLEYS, PARKS AND OTHER PUBLIC PLACES FOR THE VILLAGE OF SADDLEBROOKE, MISSOURI, FOR THE PURPOSE OF INSTALLING, EXTENDING, MAINTAINING AND OPERATING WATER AND WASTEWATER SYSTEMS; REGULATING THE RIGHT TO USE AND EXCAVATE IN SAID STREETS AND OTHER PUBLIC PLACES, PROVIDING THAT THE COMPANY SHALL HOLD SAID VILLAGE HARMLESS FROM ALL DAMAGES FROM NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER AND WASTEWATER SYSTEMS AND PROVIDING FOR THE ACCEPTANCE OF THE FRANCHISE BY SAID COMPANY.

BE IT ORDAINED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SADDLEBROOKE, MISSOURI AS FOLLOWS:

SECTION 1. In recognition of the benefits to the Village of Saddlebrooke, (hereinafter sometimes called the "Village"), and to its citizens to be derived from the continuation, extension and operation of the water and wastewater systems, including the distribution mains, pipe, hydrants, appurtenances and facilities of the water system and pipe, manholes, appurtenances and facilities of the wastewater system (collectively "Water and Wastewater Systems") within the Village, now owned and operated or to be owned and operated by the Missouri-American Water Company successors, legal representatives, and assigns (hereinafter sometimes called the "Company"), and as an inducement to said Company to carry out extension of said Water and Wastewater Systems, and to accept the terms and provisions of this franchise, the Village hereby grants its franchise to the Company including the rights to use the public rights-of-way, streets, avenues, alleys, parks and other public places within the Village as now bounded, and within any future extensions of its limits, for the purpose of installing, extending, maintaining or operating the Water and Wastewater Systems for a term or period of twenty (20) years after this Ordinance is passed and approved.

SECTION 2. Village and Company may agree in writing to extend the term of this franchise on substantially the same terms and conditions as set forth herein for additional 5 year extensions. Upon final termination or expiration of this Ordinance, Company shall be entitled to retrieve all materials, documents, programs, and products bearing, reflecting, or embodying the intellectual property of the Company. Notwithstanding the foregoing, at its discretion, Company may abandon underground main, pipe, facilities and equipment upon expiration of this Ordinance.

SECTION 3. No person or corporation shall be permitted, and the Village shall not grant to any person or corporation, the right to install, extend or maintain any water, gas, electric, telephone, cable, sewer or other systems, or any pipe, mains, conduits, wires or appurtenances, so as to injure, damage or interfere with the Water and Wastewater Systems of the Company, nor shall the Village vacate away any rights of way containing any part of the Company's Water and Wastewater Systems without the Company's prior approval, nor shall any person or corporation be permitted or granted the right to interfere in any way with any of the rights granted hereunder to the Company to install, extend, maintain or operate its Water and Wastewater Systems or to use the public rights-of-way streets, avenues, alleys, parks and other public places as provided herein.

SECTION 4. Due to the nature of the Water and Wastewater Systems and the location of the Company's service areas, this franchise grant shall be deemed exclusive.

SECTION 5. There shall be no unreasonable or unnecessary obstruction of the public rights-of-way, streets, avenues, alleys, parks and other public places of said Village by said Company in constructing any of the work herein provided for, and in placing, taking up and repairing any part of the Company's Water and Wastewater Systems requisite for the service of the Water and Wastewater Systems, and the said Company after using said public rights-of-way, streets, avenues, alleys, parks and other public places, shall restore them within six months as nearly as practicable to their former condition, and shall hold the Village harmless for any and all damages arising from negligence of said Company in constructing, extending, or maintaining the Water and Wastewater Systems. For any failure on the part of the Company to comply with all provisions of this Section, the Village shall provide written notice to said Company of the existence of said failure, and Company shall attempt to remedy the failure in a timely manner. This Section shall not affect or repeal any ordinance of the Village that contains any reasonable regulations for the control and maintenance of the public rights-of-way, streets, avenues, alleys, parks and other public places in the Village shall be effective against the Company so far as such ordinances are reasonably applicable to the condition and business of the Company, and charges to the Company for any use of public rights-of-way shall be limited to reasonable administrative permit issuance codes.

SECTION 6. In consideration of the right to use the public rights-of-way, streets, avenues, alleys, parks and other public places as herein provided, the Company shall supply consumers within the limits of the Village under the applicable schedule of water or wastewater rates as now or hereafter approved by the Public Service Commission of Missouri.

SECTION 7. Relocation of Water and Wastewater Systems. If, at any time, the Village, deeming it advisable to improve any of its streets, avenues, alleys, roads or public property, by grading or re-grading, planking or paving same, or altering, changing, repairing or re-improving same, and the Company's Water and Wastewater Systems are (1) located in right-of-way affected by the Village's proposed improvement and (2) directly and physically interfere with the Village's proposed improvements, the Company, upon 60 day advanced written notice by the Village, shall, at its own expense, so move such part of its Water and Wastewater Systems as may be necessary to conform to such new grades as may be established, or place such part of its Water and Wastewater Systems in such location or position as shall cause the least interference with any improvements or work thereon as contemplated by the Village. The Village shall provide another place in right-of-way for the Company to relocate its Water and Wastewater Systems or, alternatively, the Village will obtain appropriate easements

to facilitate relocation. Any relocation shall be done within a reasonable time of the Company receiving notice consistent with any limitations the Company may have for operation of the Water and Wastewater Systems. The Company shall only be responsible to pay its costs of removal or relocation in the event that its Water and Wastewater Systems directly and physically interfere with the Village's improvement plans. For the purposes of this paragraph, "direct and physical interference" means the Company's Water and Wastewater Systems will come into physical contact with or will strike against the City's improvements, but does not include constructability issues or interference with proposed construction methods. Moreover, Company shall not be responsible for relocation or removal costs when the Village initiates a public improvement project but later abandons the project mid-course, in which case the Village shall reimburse the Company for any costs incurred by the Company in connection with the Village's project.

SECTION 8. The Village shall, so far as possible, and within its corporate powers, adopt and enforce ordinances that will protect the Company in the safe and unmolested exercise of its franchise and rights hereunder, and against fraud and imposition, and against injury to the Company's property, and waste of water by consumers. The Village shall not enact any ordinances inconsistent with the rights and privileges herein granted. The Company may make and enforce, as part of the conditions upon which it may supply water or wastewater services to consumers, all necessary and reasonable rules and regulations governing the consumption of water, tapping of mains and the maintenance and operation of its Water and Wastewater Systems, not inconsistent with this Ordinance, it being understood that such rules and regulations must be approved by the Public Service Commission before they become effective.

SECTION 9. Emergency Work. In the event of any emergency in which any part of the Company's Water and Wastewater Systems located in or under any street, breaks, are damaged, or if the Company's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, the Company shall immediately take proper emergency measures to repair its Water and Wastewater Systems, to cure or remedy the dangerous conditions for the protection of the property, life, health or safety of individuals without first applying for and obtaining permission from the Village

SECTION 10. Street Vacations. The Village may have occasion to vacate certain streets, public ways or areas that have some part of the Company's Water and Wastewater Systems located thereon. The Village agrees to exert reasonable good faith efforts to reserve an easement for the Company's Water and Wastewater Systems when a street, public way or area is vacated. If it is not feasible for the Village to reserve an easement for the Company's facilities, the proponents of the vacation shall be required (by the Village) as part of land use or other permitting approvals, to reimburse the Company all costs to relocate said facilities. The provisions of this Section shall survive the expiration, revocation, or termination of this franchise agreement.

SECTION 11. Gross Receipts Tax. By the fifteenth (15th) day of the month following each month of the year, the Company shall submit to the Village a report of gross receipts from the sale of water within the limits of the Village for the immediately preceding month, along with a check for five percent (5%) of the gross amount. This Section is subject to the Company's tariffs on billing of gross receipts taxes. The Village may modify or terminate this tax upon 120 days notice to the Company, subject to any requirements for the Village to pass a new ordinance to make such changes effective.

SECTION 12. Septic Tank Design. Upon request, the Company will assist the Architecture Committee with developing an approved septic tank design on behalf of the Village Board of Trustees.

SECTION 13. Antenna, Signage and Fences. The Village grants Company permission: 1) to install or lease space for antenna and related equipment on Company's facilities for wireless communication or other uses and the right to retain any payments for Company's sole use and benefit; 2) to place its name on any elevated tank and install security signage on its property; and 3) to install fencing around its facilities for security reasons.

SECTION 14. After the passage and approval of this Ordinance, the Village shall supply to the Company a certified copy of this Ordinance. Thereupon within one hundred (100) days after the delivery of such certified copy of the Ordinance, the Company, by proper order and resolution of its Board of Directors, shall accept the terms and provisions of this Ordinance and shall sign and deliver an appropriate deed of acceptance thereof binding itself to carry out the terms and provisions of the franchise as herein embodied, which deed of acceptance shall be duly signed by its President or Vice-President, sealed with its corporate seal and attested by the signature of its Secretary or Assistant Secretary, and the original thereof be delivered to Chairman of the Board of Trustees of the Village.

The term of twenty (20) years herein provided for shall commence upon the date this Ordinance is signed and approved by the Chairman of the Board of Trustees of the Village.

SECTION 15. Modification. The Village and the Company hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

SECTION 16. Neither acceptance of nor compliance with the provision of this Ordinance, nor exercise of any right granted hereby, shall in any way impair or affect, or constitute or be construed as a relinquishment or waiver of, any right, permission or authority which the Company, its successors or assign, may have independently of this Ordinance. Nor shall any use by the Company, its successors or assigns, of public property or places in the Village, as authorized by this Ordinance, or service rendered by said Company, its successors or assigns, in the Village, be treated as use solely of the rights, permission and authority provided for by this Ordinance or as service referable solely to this Ordinance or to any obligation of service consequent upon acceptance thereof or as in any ways indicating non-use of, or non-compliance with any obligation incident to, any right, permission or authority vested in the Company, its successor or assigns, independently of this Ordinance; and the acceptance provided for in Section 14 of this Ordinance, and each and every compliance with the provisions of this Ordinance or with any obligation arising from acceptance thereof, shall be subject to, and conditioned by, the provisions of this Section 16, with the same force and effect as though each of the provisions of this Section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successor or assign, at and prior to the time of such compliance by it, as conditions of such compliance.

SECTION 17. All Ordinances or parts or Ordinances, insofar as they conflict with this Ordinance, are hereby repealed.

SECTION 18. If any provisions of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 19. This Ordinance shall take effect as, from and after its passage by a majority vote of the Board of Trustees, the yeas and nays entered upon the journal, and approval by the Chairman of the Board of Trustees; provided, however, that the franchise granted hereby shall not be effective, and this Ordinance shall become null and void, if the terms of the franchise agreement are not accepted by the Company as provided in Section 14.

SECTION 20. Assignment. This franchise agreement may not be assigned or transferred without the written approval of the Village, except the Company may freely assign this franchise agreement in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing and provided that the Village's approval shall not be unreasonably withheld. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Company shall provide prompt, written notice to the Village of any such assignment.

PASSED BY THE BOARD OF TRUSTEES THIS 7th DAY OF December, 2011.

APPROVED BY THE CHAIRMAN THIS 8th DAY OF December, 2011.

Carol Gaines

Chairman, Board of Trustees
Name, Title

ATTEST:

Jan Seautman
Village Clerk

Be it remembered that the above ordinance was enacted by the Village of Saddlebrooke on the date indicated above, by a vote of the governing body of the Village as follows:

Those voting "aye" were: Gary Franklin, Carol Gaines, Sean Prewitt
Gary Riess, and Jerry Sears

Those voting "nay" were: None

Jan Seautman
Village Clerk

NP

