

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

Nathan G. Godsey and Leah N. Godsey,)	
)	
Complainants,)	
)	
v.)	Case No. SC-2005-0371
)	
Philadelphia Suburban Corporation)	
d/b/a AquaSource Development,)	
AquaSource/RU, AquaSource/CU, AquaSource,)	
and or Aqua Missouri, Inc.,)	
)	
Respondents.)	

**AQUA MISSOURI, INC.'S
ANSWER AND MOTION TO DISMISS**

Comes Now Philadelphia Suburban Corporation¹, AquaSource Development Company, d/b/a Aqua Missouri, Inc., AquaSource/CU Inc., d/b/a Aqua Missouri, Inc., and AquaSource/RU, Inc., d/b/a Aqua Missouri, Inc., ("collectively Aqua Missouri entities"), pursuant to 4 CSR 240-2.070(8), and respectfully files its Answer to the Complaint of Nathan G. Godsey and Leah N. Godsey, ("Complainants") and its Motion To Dismiss. In support of its Answer and Motion To Dismiss, Aqua Missouri states as follows:

INTRODUCTION

In this case, the Complainants have alleged that Aqua Missouri entities have improperly refused Complainants' request for sewer service at 711 Oak Point Road, Jefferson City, Missouri 65101. Complainants have requested that "the Commission Order AquaSource to immediately permit Complainants to hook up to AquaSource's

collective sewer system and to provide safe and adequate sewer services to the property located at 711 Oak Point Road, Jefferson City, Mo 65101." Complainants fail to recite that there is no sewer main serving Complainants' property, and that the Complainants and/or their builder, C.K. Homes, Inc., despite being informed of the main extension procedures, have failed to apply for a main extension to the Complainants' property, as required by Aqua Missouri's approved tariffs. In addition, Complainants have failed to recite that the treatment facility that serves the area near the Complainants' property is at or exceeds its approved capacity. For the reasons stated herein, the Complaint should be dismissed.

ANSWER

1. Aqua Missouri has insufficient information to admit or deny that the allegations contained in Paragraph 1, and therefore denies the allegations.
2. Aqua Missouri has no reason to deny that Lisa Chase is the person to whom communications and pleadings should be directed in this matter, and therefore admits the allegations in Paragraph 2.
3. The Complaint and its request for relief speaks for itself, and does not require Respondent to admit or deny the statements contained in Paragraph 3.
4. Aqua Missouri admits the allegations contained in Paragraph 4, but denies that the allegations are relevant to this Complaint proceeding.
5. Aqua Missouri admits the allegations contained in Paragraph 5, but denies that the allegations are relevant to this Complaint proceeding.

¹ Philadelphia Suburban Corporation does not do business in Missouri using the fictitious names of AquaSource Development, AquaSource/RU, AquaSource/CU, AquaSource, and or Aqua Missouri, Inc. as suggested by the Complainants' style of its Complaint.

6. Aqua Missouri denies that "it owns, operates, and maintains the only sanitary sewer service accessible to the property located at 711 Oak Point Road, Jefferson City, MO 65101," since privately owned sewer systems such as septic tanks systems are feasible for providing sanitary sewer service to the property located at 711 Oak Point Road, Jefferson City, MO 65101. Aqua Missouri has insufficient information to admit or deny what Complainants "believe" regarding the need for an extension of the collecting sewer line, but specifically denies the allegation that "no extension of the collecting sewer line would be required to serve 711 Oak Point Road, Jefferson City, MO 65101."

7. Aqua Missouri denies that "[p]rior to commencement of construction of the house, Complainants' Agent requested, and AquaSource granted access to the sewer line system." Aqua Missouri has insufficient information to admit or deny that Complainants' agent paid a check to Aqua Source in October, 2004, and therefore denies the allegation. Aqua Missouri admits that in October, 2004, Aqua Missouri's employee accepted a check from Scott Schaeperkotter, and that Aqua Missouri delivered to Mr. Schaeperkotter a valve capable of being used to connect to a sewer main. Aqua Missouri denies the allegation that "[a]pparently the check was held by AquaSource until February 2005, with no word from October through February to Complainants or their Agent of any problems with hooking up the homeowners new home to AquaSource's sewer system." Aqua Missouri denies that "[i]n February 2005, AquaSource attempted to revoke said access by returning the check for payment issued in October 2004." Aqua Missouri denies that "access" to its sewer system was ever given to Complainants. Aqua Missouri's rule 4(f) speaks for itself, and there is no need to admit or deny allegations

related to it. Aqua Missouri denies that there was a "prior agreement" and therefore denies the remainder of the allegations contained in Paragraph 7.

8. Aqua Missouri has insufficient information to admit or deny the allegation that Complainants' Agent has been in direct contact with the utility" since Aqua Missouri does not have knowledge of the identity of Complainants' agent, and therefore denies this allegation. Aqua Missouri admits that it has informed C.K. Signature Homes, Inc. and its representatives that there is not a sewer main available to this property, and that the sewer treatment facility serving this area is at or exceeds its approved capacity, and therefore the existing sewer system is inadequate to serve the home located at 711 Oak Point Drive. Aqua Missouri has insufficient information to admit or deny that "Complainants' Agent has contacted the Department of Natural Resources to confirm this allegation, and has been informed that Aqua Source has not been told to cease hookups to their sewer system," and therefore denies this allegation. Aqua Missouri has insufficient information to admit or deny that "[t]he residence would be home to two individuals only at this time, the Complainants, and thus residential sewer service would be limited to these two individual for at least the next year," and therefore denies this allegation.

9. Section 393.130 RSMo speaks for itself, and there is no need to admit or deny allegations related to it. Similarly, Commission rule 4 CSR 240-60.20 speaks for itself, and there is no need to admit or deny allegations related to it.

10. Aqua Missouri denies all of the allegations contained in Paragraph 10.

11. Aqua Missouri denies the allegation that there has been an "unwarranted refusal" by Aqua Missouri "to provide sewer services." Aqua Missouri has insufficient

information to admit or deny the remainder of the allegations in Paragraph 10, and therefore denies all of the remainder of the allegations in Paragraph 10. However, Aqua Missouri admits that a Motion for Expedited Treatment has been filed with the Commission.

12. 4 CSR 240-3.340(11) speaks for itself, and there is no need to admit or deny allegations related to it. However, Aqua Missouri denies the allegation that "Complainants have not received directly, or through their Agent, any written statement asserting the basis for AquaSource's refusal to provide service."

13. Aqua Missouri admits that Philadelphia Suburban Corporation filed an Application to purchase the stock of AquaSource Development Company which included certain statements contained in Paragraph 13 of the Complaint, but denies the relevance of those statements to this proceeding.

14. Aqua Missouri admits that the Commission has jurisdiction over "sewer corporations" in Missouri, pursuant to Section 386.250(4) and 393.140 RSMo.

15. Aqua Missouri affirmatively states that copies of all pleadings, orders and other filings in this docket should be served upon the following counsel for Aqua Missouri:

James M. Fischer
FISCHER & DORITY, P.C.
101 Madison, Suite 400
Jefferson City, Missouri 65101
Telephone: (573) 636-6758
email: jfischerpc@aol.com

and

with a copy to:

Tena Hale-Rush
Aqua Missouri, Inc.
5402 Business Highway 50 West—Suite 3
Jefferson City, Missouri 65109

AFFIRMATIVE DEFENSES

Comes Now Respondent Philadelphia Suburban Corporation, AquaSource Development Company, d/b/a Aqua Missouri, Inc., AquaSource/CU Inc., d/b/a Aqua Missouri, Inc., AquaSource/RU, Inc., d/b/a Aqua Missouri, Inc., AquaSource, Inc. (collectively referred to as "Aqua Missouri entities"), and for their affirmative defenses to the Complaint of Nathan G. Godsey and Leah N. Godsey ("Complainants"), hereby states as follows:

1. The Complaint should be dismissed as to Philadelphia Suburban Corporation since the corporation is a holding company and is not a "sewer corporation" under the jurisdiction of the Commission.

2. The Complaint should be dismissed as to AquaSource Development Company, d/b/a Aqua Missouri, Inc., and AquaSource/RU, Inc., d/b/a Aqua Missouri, Inc. since these companies are not certificated to provide sewer service in the area serving the Complainants' property at 711 Oak Point Drive, Jefferson City, Missouri.

3. Complainants have failed to state a claim upon which relief can be granted.

4. Complainants have failed to comply with 4 CSR 240-2.070 which requires that the Complainants file a Complaint which sets forth "any act or thing done or omitted to be done by any person, corporation or public utility, including any rule or charge

established or fixed by or for any person, corporation or public utility, in violation or claimed to be in violation of any provision of law or any rule or order of the commission."

5. The Complaint should be dismissed since Respondent's tariffs are prima facie lawful since Section 386.270 RSMo provides: "All rates, tolls, charges, schedules a joint rates fixed by the commission shall be in force and shall be prima facie lawful, and all regulations, practices and services prescribed by the commission shall be in force and shall be prima facie lawful and reasonable until found otherwise in a suit brought for that purpose pursuant to the provisions of this chapter."

6. The Complaint should be dismissed since under Aqua Missouri' tariffs, "the Company shall have the right to refuse service for failure to comply with the Rules and Regulations herein. . . ." (*See* Exhibit 1; Aqua Missouri Tariff, P.S.C. Mo. No. 2, Original Sheet No. SRR 14), and Complainants have failed to comply with the approved tariffs related to requests for service, as more fully discussed below.

7. The Complaint should be dismissed since Complainants have failed to comply with the terms and provisions of Aqua Missouri's Tariffs, Rule 12 related to "Extensions Of Collecting Sewers And Acquisition Of Existing Sewer System." Rule 12 governs the procedures for extending sewer mains to serve new customers within Aqua Missouri's certified area. Complainants have not requested an extension of the sewer main to serve their property, and have not entered into a contract (Exhibit A of the Aqua Missouri Tariff) with Aqua Missouri for the installation of said extension, and tendered to the Company a contribution in-aid-of-construction, as required by Rule 12 of Aqua Missouri's tariff.

8. The Complaint should be dismissed since Aqua Missouri is prohibited by the terms of its tariff from serving the Complainants' property without the extension of a sewer main since "Customer service sewers will not be extended along public streets or roadways or through property of others in connection with collecting sewers." (*See* Exhibit 1; Rule 4 (e), P.S.C. Mo. No. 2, Original Sheet No. SRR 15).

9. The Complaint should be dismissed because the Company is not required to extend a main if there are not adequate treatment facilities to serve the additional customer. Under the existing circumstances, the treatment facilities serving the area which includes the Complainants' property are at or exceed the capacity approved by the Missouri Department of Natural Resources.

10. The Complaint should be dismissed the Complainants have failed to comply with the terms and provisions of Rule 4 (g) of Aqua Missouri's tariff which states in part: "The plumber shall advise the Company [in] advance of when he expects to have service installed so a representative of the Company can inspect the installation." Complainants have failed to comply since the Company has not received the required notice to permit inspection of the installation. (*See* Exhibit 1; Rule 4 (g), P.S.C. Mo. No. 2, Original Sheet No. SRR 16).

11. As required by 4 CSR 240-2.070(8), Aqua Missouri further states the following facts in its defense:

a. On October 12, 2004, Scott Schaeperkötter on behalf of C.K. Signature Homes, Inc. signed an Application For Service for a service address of 711 Oak Point Drive, J.C. Mo. 65101 (Exhibit 2) and submitted it to an employee at the offices of Aqua Missouri. The Application For Service did not identify the Complainants as the owners

of the property located at 711 Oak Point Drive, Jefferson City, Missouri, as required by Aqua Missouri's tariff, Rule 4 (a). (*See Exhibit 1, P.S.C. Mo. No. 2, Original Sheet No. SRR14.*) A check in the amount of Seventy-five dollars (\$75.00) written on the account of CK Signature Homes, Inc. accompanied the Application For Service. On October 12, 2004, an Aqua Missouri employee provided an elder valve to Scott Schaeperkotter while he was in the Aqua Missouri offices.

b. During late October or early November, 2004, Greg Ratliff, an employee of Aqua Missouri, received a request from One Call Missouri to perform a facilities search of the property at 711 Oak Point, Jefferson City to locate sewer facilities. Mr. Ratliff went to the 711 Oak Point site and found no sewer mains serving the property. Mr. Ratliff informed the person that he believed to be the builder on the site that there was no sewer main serving the property, and that the existing treatment facilities in the area were at capacity. He informed the person he believed to be the builder that it would be necessary for the builder or owner to come into the Aqua Missouri office to obtain an application for the extension of sewer facilities. Following this visit to the construction site, neither the builder nor the Complainants scheduled an appointment with Aqua Missouri personnel to discuss the requirements for obtaining sewer service to this property.

c. On February 4, 2005, Jennifer Lee, Administrative Assistant for Aqua Missouri, Inc. sent to CK Signature Homes, Inc. a letter (*See Exhibit 3*) which informed the builder that there was not a sewer main available to 711 Oak Point Drive, Jefferson City, Missouri. In addition, the February 4, 2005 letter informed the CK Signature Homes, Inc., that it would be necessary to apply for a sewer main extension by applying

at the Aqua Missouri office. The letter further informed the builder that "at this time this facility is at capacity and is in the planning stages of upgrades to increase capacity, therefore, we are not currently making any new connections." The February 4, 2005 letter further informed the builder that he should schedule an appointment with Aqua Missouri personnel to discuss the extension procedures and obtain an application of extension form. Finally, the February 4, 2005 letter also returned the Seventy-five dollar (\$75.00) check from CK Signature Homes, Inc. since "a connection can not be made to the system at this time." (*Id.*).

d. At present, Aqua Missouri personnel are investigating alternative methods of expanding the capacity of the treatment facilities that serve the area near Complainants' property.

f. No Application For Service Extension has been received by Aqua Missouri from Complainants or their builder, as of the date of this Answer.

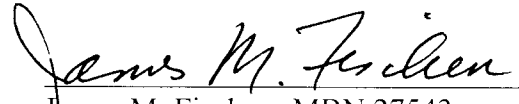
g. No Developer Agreement has been executed with Complainants' builder that would provide for the construction of additional treatment facilities necessary to serve the Complainants' property, as of the date of this Answer.

PRAYER FOR RELIEF

Wherefore, having fully answered, Respondent respectfully requests the Commission to dismiss the Complaint, and for such other and further relief as the Commission deems necessary and just in the circumstances.

Dated this 2nd day of May, 2005.

Respectfully submitted,


James M. Fischer MBN 27543
FISCHER & DORITY, P.C.
101 Madison, Suite 400
Jefferson City, Missouri 65101
Telephone: (573) 636-6758
Email: jfischerpc@aol.com

Attorneys for
Aqua Missouri, Inc.

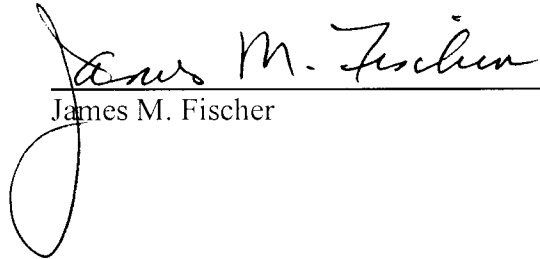
CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Answer and Motion To Dismiss has been hand-delivered, emailed or mailed, First Class mail, postage prepaid, this 2nd day of May, 2005, to:

Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102

General Counsel
Missouri Public Service Commission
Jefferson City, MO 65102

Lisa Chase
Andrew Sporleder
The Col. Darwin Marmaduke House
700 East. Capitol Avenue
P.O. Box 1438
Jefferson City, MO 65102



James M. Fischer

Aqua Missouri, Inc. Tariff P.S.C. Mo. No. 2

Rule 4 and Rule 12

Exhibit 1

P.S.C. MO.

No. 2 (original)
(revised)

Sheet No. Adoption Notice
No. 2

Cancelling P.S.C. MO

No. _____ (original)
(revised)

Sheet No.

Aqua Missouri, Inc.

Name of Issuing Corporation

All Communities and Rural Areas
For Missouri Certificated Service Area
Community, Town or City

Rules Governing
Rendering of Sewer Service

ADOPTION NOTICE

Aqua Missouri, Inc. hereby adopts, ratifies and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, concurrences, schedule agreements, divisions, authorities, or other instruments whatsoever, filed with the Public Service Commission, State of Missouri, by AquaSource/CU, Inc. By this Notice, Aqua Missouri, Inc. adopts and ratifies all supplements or amendments to any of the above schedules, etc., which AquaSource/CU, Inc. has heretofore filed with said Commission. Aqua Missouri, Inc. adopts AquaSource/CU's Missouri P.S.C. Tariff No. 2, in its entirety, as Aqua Missouri, Inc.'s Missouri P.S.C. Tariff No. 2.

DATE OF ISSUE January 14, 2004
month day year

DATE EFFECTIVE February 13, 2004
month day year

ISSUE BY Terry Rakocy
name of officer

President
title

5400 Bus. Highway 50, Jefferson City, Mo
address

FILED
MO PSC

P.S.C. MO.

No. 2 (original)
(revised)

Sheet No. Title Page

Cancelling P.S.C. MO

No. 2 (original)
(revised)

Sheet No. S-1

Aqua Missouri, Inc.
Name of Issuing Corporation

All Communities and Rural Areas
For Missouri Certificated Service Area
Community, Town or City

Aqua Missouri, Inc.

SEWER SERVICE TARIFF

SERVICE AREA DEFINITION
SCHEDULE OF RATES
SCHEDULE OF SERVICE CHARGES
RULES AND REGULATIONS

DATE OF ISSUE January 14, 2004
month day year

DATE EFFECTIVE February 13, 2004
month day year

ISSUE BY Terry Rakocy President 5400 Bus. Highway 50, Jefferson City, Mo
name of officer title address

FILED
MO PSC

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or City
Sewer DivisionRules and Regulations
Governing Rendering of ServiceRule 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 applications 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 contents 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 or otherwise

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*Indicates new rate or text
+Indicates change

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

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day yearISSUED BY Milton E. Leeds
name of officerPresident, P.O. Box 7017, Jefferson City, MO
title address

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or City
Sewer DivisionRules and Regulations
Governing Rendering of ServiceRule 4 APPLICATIONS FOR SEWER SERVICE (continued)

contribute waste to the Company's lines, giving the location of the devices and any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available.

- (c) No additions or modifications to water using or waste producing processes, equipment or appliances shall be made by a commercial or industrial Customer of the Company without prior written approval of the Company. The Customer shall make written application to the Company at least ninety (90) days prior to the planned modifications or additions and shall fully describe the effect of the planned modifications to the quantity, quality and rate of discharge on the sewage discharges to Company collecting sewers.
- (d) Any change in the location of an existing service connection requested by the Customer shall be made at the Customer's expense.
- (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 12.

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MO. PUBLIC SERVICE COMM.

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ISSUED BY _____

Milton E. Leeds

name of officer

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

title

address

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

Rules and Regulations

Governing Rendering of Service

APR 27 1992

Rule 4 APPLICATIONS FOR SEWER SERVICE (continued)

- (f) New service connections shall be authorized when the service inspection fee is paid to the Company based on the Schedule of Service Charges.
- (g) When a service is to be connected the plumber employed by the Customer may obtain the connecting accessories either directly from the Company, or other supplier contingent on the accessories meeting the requirements of Rule 5. The plumber shall advise the Company a minimum of forty-eight (48) hours in advance of when he expects to have service installed so a representative of the Company can inspect the installation.
- (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.
- (i) For any commercial or industrial Customers whose sewer service charge is determined on the basis of water use, who uses in excess of 8,000 gallons of water per month, and can show to the satisfaction of the Company that a portion of the water as measured by the water meter or meters does not and cannot enter the sanitary sewerage system, the Company may determine in such manner and by such method as it may deem practicable the percentage of metered water entering the

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title address

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

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

Rules and Regulations

Governing Rendering of Service

APR 27 1992

Rule 4 APPLICATIONS FOR SEWER SERVICE (continued)

sanitary sewerage system. Such percentage, when so determined, shall then constitute the basis of sewerage service charges, provided, however, that the Company in its discretion may require or permit the installation of additional meters at the expense of the Customer or other interested party in such a manner as to determine the quantity of water actually entering the sewerage system, in which case the quantity of water actually entering the sanitary sewage system shall be used to determine the sewer charge.

- (j) The Company may require the Customer to periodically verify the accuracy of any Customer supplied water meter used in determining the Customer's discharge to the sewer system.

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Milton E. Leeds

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

title

address

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or City
Sewer DivisionRules and Regulations
Governing Rendering of Service

APR 27 1992

Rule 12 EXTENSION OF COLLECTING SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEM

(a) This Rule shall govern the extension of collecting sewers as requested by the Applicant(s) in areas where there are no collecting sewers in the streets and/or roadways. The Company will extend its collecting sewers along streets, roadways or Company owned or public utility easement(s) within its certified area to serve new Customers under the following terms and conditions:

(1) Upon receipt of 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 (excluding income tax), including manholes, cleanouts, lift stations, reconstruction of existing sewers (if necessary), and the direct costs associated with supervision, engineering, permits, easements and bookkeeping.

(2) An Applicant(s) shall enter into a contract (see Exhibit A) 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 (a)1, plus the appropriate inspection or connection fee(s).

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Milton E. Leeds

name of officer

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

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address

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

Capital Utilities, Inc.

Name of Issuing Corporation

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Rules and Regulations

Governing Rendering of Service

APR 27 1992

Rule 12 EXTENSION OF COLLECTING SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEMS
 (continued)

(3) 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.

(4) The cost to an Applicant or Applicants connecting to a sewer that was contributed by other Applicants shall be as follows:

(i) For single-family residential Applicants that are applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing collecting sewers where service may be obtained shall be excluded.

(ii) 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.

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ISSUED BY Milton E. Leeds

name of officer

Milton E. Leeds

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

title

address

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or CitySewer Division SEWER DIVISIONRules and Regulations
Governing Rendering of Service

APR 27 1992

Rule 12 EXTENSION OF COLLECTING SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEMS
(continued)

(iii) For industrial, commercial, or multi-family residential Applicants, the cost will be equal to the amount calculated for a single-family residence in Paragraphs 4(i) or 4(ii) above multiplied times a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.

(5) Refunds of contributions shall be made to the original Applicant(s) as follows:

(i) Should the actual cost of extension be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.

(ii) During the first ten (10) years after the extension is completed, the Company will refund to the original Applicants who paid for the extension monies determined in accordance with Rule 12 (a)4 above that are collected from additional Applicants connecting to that extension.

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Capital Utilities, Inc.

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Community, Town or City
Sewer Division

Rules and Regulations

Governing Rendering of Service

SECRET

APR 27 1992

Rule 12 EXTENSIONS OF COLLECTION SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEMS
(continued)

- (iii) The sum of all refunds to any Applicant(s) shall not exceed the total contribution which the Applicant(s) has paid.
- (iv) Each refund shall be distributed to original Applicant(s) based upon the percentage of the actual extension cost contributed by each Applicant(s).
- (6) Extensions made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
- (7) The Company reserves the right to connect future extensions to this collecting sewer or trunk sewer and the attaching of Customers to such further extensions shall not entitle Applicant(s) contracting for the original extension to additional refund.
- (8) The pipe used in making extensions under this rule shall be of a type and size which will be reasonably adequate to supply the area to be served. Such determination as to size and type of pipe shall be left solely to the judgement of the Company. If the Company desires a pipe size or lift

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Milton E. Leeds
name of officerPresident, P.O. Box 7017, Jefferson City, MO
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Cancelling P.S.C.MO. No. All Previous Schedules

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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Rules and Regulations

Governing Rendering of Service

APR 27 1992

MISSOURI
Public Service Commission

Rule 12 EXTENSION OF COLLECTING SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEMS
 (continued)

station larger than reasonably required to provide service to the lots abutting said extension, the additional cost due to larger size shall be borne by the Company.

(9) After the effective date of this rule, pressure sewer system will not be constructed, except existing pressure systems may be extended unless it is not reasonably possible in the opinion of the Company to Service an area or premise by gravity or with a common lift station.

(b) This Rule shall govern the construction of new treatment facilities and/or extension of new collecting sewers requested by a Developer in areas within the Company's certificated service area where the Company currently does not serve.

(1) A Developer shall enter into a contract (See Exhibit B) with the Company. The contract shall provide that the Developer may construct said collecting sewers to meet the requirements of all governmental agencies and the Company's Rules and Regulations, including the Company's Technical Specifications. The Developer shall contribute said sewer collection/treatment system to the

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MO. PUBLIC SERVICE COMM.

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

ISSUED BY

Milton E. Leeds
 name of officer

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

Milton E. Leeds

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or City
Sewer DivisionRules and Regulations
Governing Rendering of Service

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APR 27 1992

Rule 12 EXTENSION OF COLLECTING SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEMS
(continued)Company with a detailed accounting of
the actual cost of construction (exclud-
ing income taxes).

- (2) The pipe used in making extensions under this rule shall be of a type and size which will be adequate to supply the area to be served. If the area is to be served by conventional gravity piping, an 8-inch minimum diameter shall be required. Such determination as to size and type of pipe shall be left solely to the judgement of the Company. If the Company desires a pipe size, lift station or treatment facility larger than reasonably required to provide service to the lots abutting said extension area, the additional cost due to larger size shall be borne by the Company.
- (3) The Company, or its representative, shall have the right to inspect and test the sewer extension prior to connecting it to the Company's collecting sewers.
- (4) Connection of the extension to existing Company collecting sewers shall be made only by a duly authorized representative of the Company.

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MO. PUBLIC SERVICE COMM.

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

ISSUED BY

Milton E. Leeds

name of officer

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

title

address

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

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or City

Sewer Division

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Public Service Commission

Rule 12 EXTENSION OF COLLECTING SEWERS AND
ACQUISITION OF EXISTING SEWER SYSTEMS
(continued)

- (5) The Company shall have the right to refuse ownership and responsibility for the sewers until the Developer has met the contractual obligation as provided in Rule 12 (b)1.
- (6) The Company reserves the right to connect future extensions to any collecting sewers constructed under this contract.
- (7) After the effective date of this rule, pressure sewer system will not be constructed, except existing pressure systems may be extended unless it is not reasonably possible in the opinion of the Company to Service an area or premise by gravity or with a common lift station.
- (c) This Rule shall govern the acquisition of existing sewer systems that serve prospective Customers within the Company's certificated service area.
- (1) Developer or Owner shall negotiate and enter into a contract for the transfer of ownership of the existing sewer system with the Company. The contract shall adequately describe the sewer system to be acquired.

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ISSUED BY

Milton E. Leeds
name of officer

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

title

address

Milton E. Leeds

{ Original }
~~{ Revised }~~
 { Original }
~~{ Revised }~~

SHEET No. SRB 46Cancelling P.S.C.MO. No. All Previous Schedules

SHEET No. _____

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
 Community, Town or City
 Sewer Division

Rules and Regulations
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Rule 12 EXTENSION OF COLLECTING SEWERS AND ACQUISITION OF EXISTING SEWER SYSTEMS
 (continued)

- (2) The Developer or Owner shall be required to bring the system into compliance with the Company's minimum standards. The cost of any required upgrading shall be at the Developer's or Owner's expense so as not to result in additional costs being borne by the Company's existing Customers.
- (3) The Developer or Owner shall be responsible for providing the Company clear title and adequate easements to properly operate the said sewer system.
- (4) The Company, or its representative, shall have the right to inspect and test the sewer piping prior to connecting it to the Company's collecting sewers or accepting ownership.
- (5) The Company shall have the right to refuse ownership and responsibility for the sewers until the Developer or Owner has met the contractual obligation as provided in Rule 12 (c)1.
- (6) The Company reserves the right to connect future extensions to any collecting sewers required under this contract without added compensation to the Developer or Owner.

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month day year

ISSUED BY

Milton E. Leeds
 name of officer
 Milton E. Leeds

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

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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APR 27 1992

Governing Rendering of Service

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EXHIBIT "A"

EXTENSION AGREEMENT - Individual(s)

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

hereinafter called the "Applicant(s)".

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

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

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

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

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

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DATE OF ISSUE April 27, 1992
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month day year

ISSUED BY Milton E. Leeds President, P.O. Box 7017, Jefferson City, MO
name of officer title address

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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Rules and Regulations

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Governing Rendering of Service

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Public Service Commission

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

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

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

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MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
month day yearDATE EFFECTIVE May 27, 1992
month day yearISSUED BY Milton E. Leeds
name of officerPresident, P.O. Box 7017, Jefferson City, MO
title address

Milton E. Leeds

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{Original}

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Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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Governing Rendering of Service

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

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

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+Indicates change

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MO. PUBLIC SERVICE COMM.

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

Milton E. Leeds

name of officer

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

title

address

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

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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

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

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

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DATE OF ISSUE April 27, 1992
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ISSUED BY

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

Milton E. Leeds

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

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{ Revised

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Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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

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

COMPANY

ATTEST:

BY

ITS

APPLICANT(S)

ATTEST:

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ISSUED BY

Milton E. Leeds

name of officer

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

title

address

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

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

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EXHIBIT "B"

EXTENSION AGREEMENT - Developer

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

hereinafter called the "Developer".

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

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

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

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

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

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

Milton E. Leeds
name of officer

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

title

address

Milton E. Leeds

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town of
Sewer Division

APR 27 1992

Rules and Regulations
Governing Rendering of ServiceMISSOURI
PUBLIC SERVICE COMM. SS

deposit with the Company the sum of _____

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

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

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DATE OF ISSUE April 27, 1992
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month day yearISSUED BY Milton E. Leeds
name of officerPresident, P.O. Box 7017, Jefferson City, MO
title address

{ Original } SHEET No. SE 8
{ ~~Revised~~ }Cancelling P.S.C.MO. No. All Previous Schedules { Original } SHEET No. _____
{ ~~Revised~~ }

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area
Community, Town or City
Sewer DivisionRules and Regulations
Governing Rendering of Service

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

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

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MO. PUBLIC SERVICE COMM.

DATE OF ISSUE April 27, 1992
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Milton E. Leeds

name of officer

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

title

address

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

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificated Service Area

Community, Town or City

Sewer Division

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MISSOURI
Public Service CommissionDeveloper to proceed with the installation ^{until} such time as the aforesaid lawful action shall be resolved.

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

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

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name of officerPresident, P.O. Box 7017, Jefferson City, MO
title address

Capital Utilities, Inc.

Name of Issuing Corporation

For Missouri Certificate

Community, Town or City

Sewer Division

APR 27 1992

Rules and Regulations
Governing Rendering of ServiceMISSOURI
Public Service Commission

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

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

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

COMPANY

ATTEST:

BY _____

ITS _____

DEVELOPER

ATTEST:

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name of officerPresident, P.O. Box 7017, Jefferson City, MO
title address

APPLICATION OF SERVICE

C.K. Signature Homes, Inc.

Dated 10/12/04

Exhibit 2



1000 South Schuyler Avenue
Kankakee, IL 60901
www.aquamissouri.com

800-951-1305
815-935-6535
815-935-8809 (fax)

Physically checked ID

Account Number:

APPLICATION FOR SERVICE

OFFICE USE ONLY

CUSTOMER INFORMATION:

Customer Name: CK Signature Homes
Service Address: 711 Oak Point Dr. J.C. MO 65101
Mailing Address: 105 Boonville Rd.
Previous Address: _____
Home Telephone Number: 573-659-4663 Date of Birth: 3/23/78
Social Security Number: 494-80-0713 Drivers License Number: 494-80-0713
Employer: CK Signature Homes Work Telephone Number: 690-4377

SPOUSE'S INFORMATION:

Spouse's Name: _____ Date of Birth: _____
Social Security Number: _____ Drivers License Number: _____
Employer: _____ Work Telephone Number: _____

NEAREST RELATIVE OR NEIGHBOR WITH A PHONE:

Name: _____
Phone Number: _____ Relationship: _____

SERVICE INFORMATION:

Previous service with our company: NO YES

Location: _____
Date & Type: _____

Date Service is to Begin: _____ Type of Service: Sewer

Are you the: OWNER BUILDER RENTER

If you are the Renter, you must give us the Owner's:

Name: _____
Address: _____
Telephone number: _____

If this is a new construction, you must give us the Builder's:

Name: CK Signature Homes
Address: 105 Boonville Rd.
Telephone number: 573-659-4663

KINDLY READ AND SIGN THE SERVICE AGREEMENT

I hereby make application for water/sewer service to Aqua Missouri at the address described above and hereby agree to pay for this service in accordance with rates of the company which are now, or later may be filed with, and approved by the proper Regulatory Authorities. By executing this application I hereby agree that the service shall be furnished to me only upon compliance of all rules, regulations and policies of the company now on file and hereafter filed and approved by the Missouri Public Service Commission or its successors.

Signature

Date

10/12/04

CONNECTION INFORMATION

WATER

- 1) The Company shall furnish all costs of labor and material (including 5/8" and 3/4" meter) associated with bringing the service line to the Customer's property line, and the Customer shall pay a connection charge of \$300.00.
- 2) The charge shall be \$300.00 plus any additional actual charges for labor and materials which the company shall furnish for any installation requiring a service line larger than 3/4".

SEWER

- 1) A \$300.00 Contribution in Aid of Construction (CIAC) charge will be assessed to all new sewer connection in the Maplewood service area only.
- 2) A \$75.00 inspection fee charge for a sewer connection shall accompany this application for service.
- 3) An Elder Valve (SDR 35) must be used on all new constructions or any customer lines that are dug up due to non-payment. Cost of Elder Valve will be determined through the office.
- 4) The customer shall furnish all costs of labor and material for the sewer service including the service saddle or wye from the Company's receiving sewage collection line to the Customer's premise.

GENERAL

- 1) Average time to get a water connection completed is two weeks depending on delivery of materials.
- 2) Inspection will be made within 48 hours after Company is notified should the work be completed by a plumber or contractor approved by the Company. No work shall be covered without first being inspected by a representative of the Company.
- 3) Connection to Company piping shall be to a collecting sewer line or water main that directly fronts the lot or property to be served. Any required extension of the Company's piping would be in accordance with the current Rules and Regulations of the Company on file with the Missouri Public Service Commission.



SERVICE INSPECTION

CUSTOMER INFORMATION:

Name of Owner: CK Signature Homes
Service Address: 711 Oak Point J.C., MO 65101
Subdivision: Southwood Hills Lot Number: _____
Name of Contractor Performing Work: George's Plumbing Telephone Number: 690-0606 Ken
Type of Building: Single Family / New Const.
If Commercial or Industrial, Specify Use: _____

CONNECTION INFORMATION:

Application For Service Received: ☒ Yes ☐ No
Inspection Fee: 75.00 Paid ☒ Yes ☐ No
Elder Valve Fee: 48.85 Paid ☒ Yes ☐ No
Connection Fee: _____ Paid ☐ Yes ☐ No Is this a CIAC? ☐ Yes ☐ No
County Construction Permit Number: _____
Service Extension Required: ☐ Yes ☐ No
Date Connection Made: _____ ☐ Water ☐ Sewer

Sketch of Work Completed

(Specify distances from connection point to nearest manhole, cleanout, valve, hydrant, edge of roadway, meter setting, property line, etc. Include list of materials used in making connection (if available).)

Road Name: _____ Surface Type: _____
Depth to main at Connection Point: _____

INSPECTOR'S CERTIFICATE:

I hereby certify that the work above described has been inspected by me for compliance with the Rules and Regulations of AquaMissouri, and on the basis of said inspection, I certify the said work is:

☐ Approved ☐ Disapproved / Because: _____

Date: _____ Inspected By: _____

Reinspection : Upon reinspection, I certify that the work is ☐ Approved ☐ Disapproved

Date: _____ Inspected By: _____

Letter from Aqua Missouri, Inc.
to C.K. Signature Homes, Inc.
Dated February 4, 2005

Exhibit 3



Aqua Missouri, Inc.
P.O. Box 7017
5402 Business Hwy., Suite 3
Jefferson City, MO 65102

T: 800.624.5252
T: 573.634.2699
F: 573.635.2157
www.aquamissouri.com

February 4, 2005

CK Signature Homes, Inc.
105 Boonville Road
Jefferson City, Missouri 65109

Re: 711 Oak Point Drive

Dear Sir or Madam:

We have reviewed the application for service connection inspection and service, located at 711 Oak Point Drive. There is not a sewer main available to this property without the construction of a sewer main extension.

In order to apply for a sewer main extension you would need to come into our office located at 5402 Business 50 West, Suite 3, Jefferson City, Missouri. However, at this time this facility is at capacity and is in the planning stages of upgrades to increase capacity, therefore, we are not currently making any new connections. Again, if you would like to go ahead and pick up the extension agreements and go over the procedure for an extension, please call our office at 573-634-2699 to schedule an appointment.

Enclosed is your check number 5000 in the amount of \$75.00 for a service inspection. As a connection can not be made to the system at this time, we are returning the fee. You have also purchased an Elder Valve; you may return the valve for a full refund or retain it for future use.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Lee".

Jennifer Lee
Administrative Assistant
Aqua Missouri, Inc.

CC: Tena Hale-Rush, Regional Manager
Mike Shiring, General Counsel

CK SIGNATURE HOMES, INC.

105 BOONVILLE ROAD
JEFFERSON CITY, MISSOURI 65109
(573) 634-2242



JEFFERSON BANK

80-157/865

10/12/04

5000

PAY
TO THE
ORDER OF

Aqua Missouri
Seventy-Five and 00/100

\$ 75.00

DOLLARS

MEMO

Permit & Inspection

[Signature]
AUTHORIZED SIGNATURE

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