

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**  
PROFESSIONAL CORPORATION

DAVID V.G. BRYDON  
JAMES C. SWEARENGEN  
WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON  
GARY W. DUFFY  
PAUL A. BOUDREAU  
SONDRA B. MORGAN  
CHARLES E. SMARR

312 EAST CAPITOL AVENUE  
P.O. BOX 456  
JEFFERSON CITY, MISSOURI 65102-0456  
TELEPHONE (573) 635-7166  
FACSIMILE (573) 635-0427

DEAN L. COOPER  
MARK G. ANDERSON  
GREGORY C. MITCHELL  
BRIAN T. MCCARTNEY  
DIANA C. FARR  
JANET E. WHEELER

OF COUNSEL  
RICHARD T. CIOTTONE

September 24, 2003

**HAND DELIVERED**

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

FILED

SEP 24 2003

**Re: Missouri-American Water Company  
-Revised Tariff Filing**

Missouri Public  
Service Commission

Dear Mr. Roberts:

Enclosed for filing on behalf of Missouri-American Water Company, please find three (3) copies of the following revised tariff sheets:

P.S.C. Mo. No. 1, 1<sup>st</sup> Revised Sheet No. 49, Canceling, Original Sheet No. 49  
P.S.C. Mo. No. 1, 1<sup>st</sup> Revised Sheet No. 50, Canceling, Original Sheet No. 50  
P.S.C. Mo. No. 1, 1<sup>st</sup> Revised Sheet No. 51, Canceling, Original Sheet No. 51  
P.S.C. Mo. No. 1, 1<sup>st</sup> Revised Sheet No. 52, Canceling, Original Sheet No. 52  
P.S.C. Mo. No. 1, 1<sup>st</sup> Revised Sheet No. 53, Canceling, Original Sheet No. 53  
P.S.C. Mo. No. 1, Original Sheet No. 54  
P.S.C. Mo. No. 1, Original Sheet No. 55  
P.S.C. Mo. No. 1, Original Sheet No. 56  
P.S.C. Mo. No. 1, Original Sheet No. 57  
P.S.C. Mo. No. 1, Original Sheet No. 58  
P.S.C. Mo. No. 1, Original Sheet No. 59  
P.S.C. Mo. No. 1, Original Sheet No. 60

The tariff sheets contain an issue date of September 24, 2003, and an effective date of October 24, 2003. The purpose of this filing is to make revisions in MAWC's economic development rider for the St. Joseph service territory. The proposed revisions are designed to assist St. Joseph's efforts to attract out of state industry to the St. Joseph area. MAWC has had discussions

Secretary/Chief Regulatory Law Judge  
September 24, 2003  
page 2

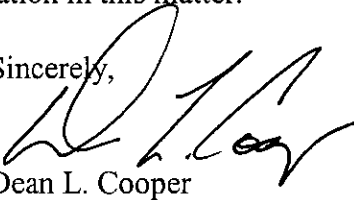
with the Commission Staff and the Office of the Public Counsel concerning these revisions.

Because these efforts are time sensitive, also enclosed is an original and eight (8) copies of a Motion for Expedited Treatment asking that the tariff sheets become effective October 3, 2003.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding the attached they may be directed to me at the above number.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. L. Cooper", written over the typed name.

Dean L. Cooper

DLC/

Enclosures

cc: Office of the Public Counsel (Ruth O'Neill)  
General Counsel (Keith Krueger)  
Dale Johansen  
David Abernathy

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)

SHEET NO. 49

CANCELLING

P.S.C. MO. NO. 2

(Original)

SHEET NO. 49

MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATION

FOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY

**ECONOMIC DEVELOPMENT RIDER**

**PURPOSE:** The purpose of this Economic Development Rider is to encourage industrial and commercial development in the State of Missouri.

**GENERAL PROVISIONS**

Nothing in this tariff shall be construed to preclude the Commission from exercising any authority it holds under the laws and regulations of the State of Missouri.

**AVAILABILITY & APPLICABILITY**

Water service under this Rider is only available in conjunction with local, regional, and state governmental economic development activities where incentives have been offered and accepted by a customer who is requesting service, in conjunction with the location of new or expanding facilities, in the Company's service territory.

Water service under this Rider is only available to industrial and commercial customers whose facilities are not involved in activities consisting of selling or providing goods and services directly to the general public, except for situations where such activities occur in adjacent facilities that are separately metered and billed at the applicable tariff rate or where such activities constitute a de minimus level of the customer's revenue from the service location.

This Rider will only be available if adequate capacity is available to meet the customer's anticipated additional load throughout the year.

Water service under this Rider is not available in conjunction with service provided pursuant to any other special contract agreements.

This Rider is applicable to new industrial or commercial customers moving to the Company's service territory from outside the state of Missouri or relocating or expanding from unsuitable facilities within Missouri, or the additional separately-metered facilities of an existing industrial or commercial customer, that meet the following criteria:

\* Indicates new rate or text

+ Indicates change

DATE OF ISSUE

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month day year

DATE EFFECTIVE

October 24, 2003  
month day year

ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title

535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13      P.S.C. MO. NO. 1      (1<sup>st</sup> Revised)      SHEET NO. 50  
 CANCELLING      P.S.C. MO. NO. 2      (Original)      SHEET NO. 50

MISSOURI-AMERICAN WATER COMPANY      FOR CITY OF ST. JOSEPH, MO AND VICINITY  
 NAME OF ISSUING CORPORATION      COMMUNITY, TOWN, OR CITY

ECONOMIC DEVELOPMENT RIDER (continued)	
<p>1) The annual load factor of the new or additional facilities must reasonably be projected to equal or exceed fifty-five percent (55%) during the entire term of application of this Rider. The projected annual customer load factor shall be determined using the following relationship: Projected Annual Water Consumption, Expressed as MGD Divided by Maximum Summer Monthly Billing Demand, Expressed as MGD</p> <p>2) The average annual billing demand of the new or additional facilities must be projected to be at least 0.5% of the total district consumption during each contract year under this Rider.</p> <p>3) The customer's new or additional facilities must create new permanent jobs within the facilities qualifying for this Rider. The number of jobs created must be 0.1 % of the total population of the district's service territory, except that any location providing at least 50 jobs qualifies under this paragraph.</p> <p>Requests for service under this Rider must be submitted prior to the customer having committed to moving into or expanding within the Company's service territory and shall be accompanied by sufficiently detailed information to enable the Company to determine whether the new or additional facilities meet the above criteria.</p> <p>Service under the General Incentive Provision of this Rider shall be evidenced by a contract between the customer and the Company in the general form as that contained in the following sheets, which shall be filed within ten days of execution with the Public Service Commission for information purposes.</p> <p>The qualifying customer must notify the Company in writing of the date on which the customer would like the provisions of this Rider to commence. Such commencement date must be within twelve (12) months of the execution of the contract.</p> <p>* Indicates new rate or text            + Indicates change</p>	<p>*</p> <p>+</p>

DATE OF ISSUE	<u>September 24, 2003</u> month day year	DATE EFFECTIVE	<u>October 24, 2003</u> month day year
ISSUED BY:	<u>David P. Abernathy, Vice President, Corporate Counsel and Secretary</u> Name of Officer, Title		<u>535 N. New Ballas Road St. Louis, MO 63141</u> Address

FORM NO. 13      P.S.C. MO. NO. 1      (1<sup>st</sup> Revised)      SHEET NO. 51  
 CANCELLING      P.S.C. MO. NO. 2      (Original)      SHEET NO. 51

MISSOURI-AMERICAN WATER COMPANY      FOR CITY OF ST. JOSEPH, MO AND VICINITY  
 NAME OF ISSUING CORPORATION      COMMUNITY, TOWN, OR CITY

**ECONOMIC DEVELOPMENT RIDER**  
 (continued)

**GENERAL INCENTIVE PROVISIONS**

**Amount of Discount**

Subject to the provisions below, the discount during the first contract year shall be 30 percent; during the second contract year, 25 percent; during the third contract year, 20 percent; during the fourth contract year, 15 percent; and during the fifth contract year, 10 percent. After the end of the fifth contract year, no other discount pursuant to this Rider shall be applied to the customer's bill and the applicability of this Rider and its associated contract to the particular facilities shall cease.

**Calculation**

At the conclusion of the first contract year (i.e., 12 full monthly billing periods after the effective date of the contract), the Company shall review the customer's annual load factor and calculate an average monthly billing demand. If the customer has demonstrated at least a 55 percent annual load factor and at least an annual consumption level of 0.5% of total consumption for the district, then a bill credit shall be issued to apply the 30 percent discount for the first contract year, as set out below.

The same review shall be made at the end of each succeeding year during the five-year period and the applicable discount amount applied as a credit for that year if the criteria were met. If the customer fails to meet the criteria for a particular year, the customer will not receive the applicable discount for that year, but the contract shall remain in effect and the customer shall remain eligible for the discounts that would be applicable during the remainder of the five-year period. If the customer fails to meet the criteria in both the first and the second year, or in any two successive years during the five-year period, service to the customer under this Rider shall terminate and the contract for service under the Rider shall be void.

\* Indicates new rate or text  
 + Indicates change

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ISSUED BY:	<u>David P. Abernathy, Vice President,</u> <u>Corporate Counsel and Secretary</u> Name of Officer, Title		<u>535 N. New Ballas Road</u> <u>St. Louis, MO 63141</u> Address

FORM NO. 13

P.S.C. MO. NO. 1  
CANCELLINGP.S.C. MO. NO. 2  
(Original)(1<sup>st</sup> Revised)

SHEET NO. 52

SHEET NO. 52

MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)Application of the Discount

Since the discount is to be calculated at the end of the year after determination that all criteria have been met, the customer will have been billed for the otherwise applicable rate schedule and been charged for the appropriate taxes (e.g., sales and other gross receipts or franchise taxes). To afford the customer the full benefit of the discount (e.g., 30 percent for the first year) to the amount the customer paid for water service pursuant to the otherwise applicable rate schedule for the previous twelve billing periods, not including taxes, the discount will be given to the customer by that amount being applied as a credit on the next bill, prior to the calculation of taxes. No discount will be applied to items on the bill that are otherwise required to be charged to a customer by statute or rule of the Commission (e.g., the Missouri Primacy Fee).

Revenue Determination

The pre-tax revenues under this Rider shall be determined by reducing otherwise applicable charges associated with the rate schedules. The discount, where applicable, will be determined based on service rendered to customer during the Company's designated and applicable billing periods of each contract year and shall be as follows:

	<u>Discount</u>
First Contract Year	30%
Second Contract year	25%
Third Contract Year	20%
Fourth Contract Year	15%
Fifth Contract Year	10%

After the conclusion of the fifth contract year, these discounts shall cease. All other billing, operational and related provisions of the aforementioned shall remain in effect.

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+ Indicates change

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ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address

SHEET NO. 53  
SHEET NO. 53

FOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY

**ECONOMIC DEVELOPMENT RIDER**  
(continued)

## ALTERNATIVE INCENTIVE PROVISIONS

In the event the General Incentive Provisions are not sufficient and a qualifying customer can demonstrate a viable competitive alternative in another geographical area, which is critical to the customer's decision to locate new or expanding facilities in the Company's service territory, and the qualifying customer can demonstrate that net benefits will accrue to the State of Missouri by locating or expanding its facilities in the Company's service territory, the Company and the customer may enter into a Special Service Contract that will provide for a competitive rate in lieu of the rate discounts provided for in the General Incentive Provisions.

A competitive rate provided for in a Special Service Contract entered into under these Alternative Incentive Provisions: (1) shall not exceed the Maximum Rate set forth below; (2) shall not be less than the Minimum Rate set forth below; and (3) shall be subject to an Escalation Clause as set forth below (so long as the contract rate does not exceed the Maximum Rate).

**Maximum Rate:** The Maximum Rate for water usage shall be the charges specified in the Company's Rate Schedule that would otherwise apply to the qualifying customer absent this Rider.

**Minimum Rate:** The Minimum Rate for water usage shall be sufficient to recover: (1) the Variable Production Cost of Water; and (2) a reasonable contribution towards all other costs associated with the provision of service for the life of the contract. For the purposes of these provisions, the Variable Production Cost of Water shall be the variable costs the Company incurs to produce additional treated water, including, but not limited to, expenses for electric power, chemicals, purchased water and waste disposal. (Regardless of the rate paid by the customer pursuant to this Rider, the customer shall also be responsible for: (1) the monthly customer charge applicable to the class of customer being served; (2) the public fire protection service charge applicable to the class of customer being served, if any; (3) all applicable taxes, if any; and (4) any other appropriate fees or charges lawfully charged to the customer.)

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David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title

535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)

SHEET NO.

SHEET NO. 54

MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

Escalation Clause: The rate set forth in the Special Service Contract shall be subject to an Escalation Clause, during the original and any renewal terms of the Special Service Contract, based upon changes in published price indices and/or changes in the Company's cost of service.

**Continued Eligibility for Contract Rate**

At the conclusion of each contract year (a period encompassing twelve full monthly billing periods after the customer begins taking service under the contract), the Company shall calculate the customer's annual load factor and average monthly billing demand to determine whether the customer has demonstrated at least a 55 percent annual load factor and at least an annual consumption level of 0.5% of total consumption for the district. If the customer fails to meet these criteria in both the first and the second year, or in any two successive years during the term of the contract, the rate provided for in the Special Service Contract shall no longer be available to the customer and the applicability of this Rider to the customer shall be considered a nullity. During the period in which an eligible customer performs initial construction on production/commercial facilities in order to begin operations, the Continued Eligibility provisions as hereinabove stated shall not apply until such time as a customer actually begins production/operation in the new facility. The customer is required to inform the Company as to the date when actual production/operation in the new facility begins.

**Contract Provisions**

Review of the Contract Rate: If the Special Service Contract is for a period of ten or more years, the contract shall contain a provision acknowledging that: (1) the Commission's Staff and the Office of the Public Counsel have the right to request a Commission review of the continued appropriateness of the alternative rate set forth in the contract after the initial five years of the contract, with the purpose of such a review being to determine whether the alternative rate continues to be in the best interest of all customers in the Company's service territory; (2) the Commission, acting on its own volition, may also open an inquiry in this regard; (3) if, upon such review(s), the Commission finds that the contract, as implemented, no longer serves the public

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ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address



FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)SHEET NO.  
SHEET NO. 55MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

interest, it may allow the Company to continue providing service under the contract after adjusting rate conditions to restore the interests of the Company's other customers in the service territory, or it may direct the Company to terminate the contract; and (4) the results of any review(s) conducted under these provisions shall be implemented in a general rate proceeding.

Capital Investment Considerations: If the Company will incur additional capital costs to initiate service to a qualifying customer under these Alternative Incentive Provisions, the Special Service Contract shall include provisions whereby such costs will be recouped over the life of the contract through a capital improvement charge that will be in addition to the alternative rate set forth in the contract. In recognition of the possibility that the customer may not remain a customer of the Company for the full term of the contract, the contract shall also contain provisions whereby the customer will pay the Company the balance of any remaining capital costs that would have otherwise been collected under the capital improvement charge, if the customer ceases to take service from the Company prior to the end of the contract.

In recognition of the possibility that the Company may incur additional capital costs in the future to continue to serve a qualifying customer under these Alternative Incentive Provisions, the Special Service Contract shall include, or be amended to include, provisions whereby such costs will be recouped over the remaining life of the contract through the addition of a capital improvement charge that will be in addition to the alternative rate set forth in the contract. In recognition of the possibility that the customer may not remain a customer of the Company for the full term of the contract, the contract shall also contain provisions whereby the customer will pay the Company the balance of any remaining capital costs that would have otherwise been collected under the capital improvement charge, if the customer ceases to take service from the Company prior to the end of the contract.

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+ Indicates change

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ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)SHEET NO. \_\_\_\_\_  
SHEET NO. 56MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

As an alternative to the above-referenced capital improvement charges, the customer may elect to reimburse the Company for the amount of any additional capital costs incurred by the Company to initiate or continue service to the customer through the payment of a contribution-in-aid-of-construction equal to the additional capital costs.

**Contract Approval**

Before a Special Service Contract, or subsequent amendments thereto, entered into under these Alternative Incentive Provisions can go into effect, the contract must be filed with and approved by the Public Service Commission. The filing of a Special Service Contract, or subsequent amendments thereto, with the Commission will include the following information.

1) A complete copy of the contract along with all attachments and related agreements.

2) Customer Needs: A narrative description of the reasons why the General Incentive Provisions of this Rider are not sufficient for the Special Service Contract Customer. This description shall include the competitive alternatives available to the customer. In addition, this description shall include the consequences if the Special Service Contract is not approved. All information that the Company relies upon in support of the contract, including an affidavit from the customer attesting that the General Incentive Provisions are not sufficient, shall be included. All significant assumptions that affect this description, and the source/basis of those assumptions, shall be identified.

3) Customer Alternatives: An estimate of the cost to the Special Service Contract Customer for each competitive alternative available to the customer. This estimate shall be for the time frame of the Special Service Contract, or by each year for multi-year contracts. All information that the Company relies upon to establish that the alternative contract rate is

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ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)

SHEET NO.

SHEET NO. 57

MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

necessary, including an affidavit from the customer attesting that the customer has a bona fide competitive rate alternative to demonstrate that it is eligible for the alternative contract rate under these Alternative Rate Provisions, shall be included. All significant assumptions that affect the required statement or quantifications, and the source/basis of those assumptions shall be identified.

4) Potential Benefits and Detriments to Other Ratepayers: A quantification as to the benefits that will accrue to other ratepayers and the State of Missouri as a result of the Special Service Contract. Such quantification shall include a statement setting forth the "level of contribution towards all other costs associated with the provision of service" the customer will be required to pay under the contract, along with an analysis and all information demonstrating the reasonableness of that contribution level. The filing shall also include a statement setting forth the reasons relied upon to establish that the contract will not be detrimental to the interests of the State of Missouri or its other customers in the service territory. All significant assumptions that affect the required statements or quantifications, and the source/basis of those assumptions, shall be identified.

5) Variable and Assignable Costs: The Company shall quantify the variable production cost of water that it will incur as a result of the Special Service Contract. The Company shall also identify and quantify the embedded and replacement value of all facilities that are attributable to serving the customer. This quantification shall be for the time frame of the contract, or by each year for multi-year contracts. All significant assumptions that affect the required quantifications, and the source/basis of those assumptions, shall be identified.

6) Change in Revenues: The Company shall quantify the change in annual revenues resulting from the Special Service Contract as the difference between the revenues that would be recovered from the general availability tariff and the revenues that would be recovered from

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David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)SHEET NO. \_\_\_\_\_  
SHEET NO. 58MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

the pricing provisions in the contract. All significant assumptions that affect this quantification, and the source/basis of those assumptions, shall be identified.

\*  
\*

7) Other Economic Benefits to the Area: A quantification as to the economic benefits to the state, the affected metropolitan area(s) and/or the affected local area(s) projected to be realized as a result of the Special Service Contract. All significant assumptions that affect this quantification, and the source/basis of those assumptions, shall be identified.

\*  
\*  
\*  
\*

8) Documentation: The Company shall provide references to each internal policy, procedure and practice that it has developed and used in its negotiation of the Special Service Contract, and shall make available copies of said policies, procedures and practices.

\*  
\*  
\*  
\*Form of Contract for General Incentive Provisions

This Agreement is entered into as a of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Missouri-American Water Company and \_\_\_\_\_ (Customer).

WITNESSETH:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a tariff providing for an Economic Development Rider (Rider), and;

Whereas, Customer is a new customer, or has acquired additional separately metered facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and;

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David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)SHEET NO. \_\_\_\_\_  
SHEET NO. 59MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

Whereas, Customer wishes to take water service from the Company, and the Company agrees to furnish water service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company;

Now, therefore, the Company and Customer agree as follows:

1. Service to the Customer's Facilities shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations Applying to Water service, as may be in effect from time to time and approved by the Commission.
2. Customer acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law, so long as the successor continues to meet the criteria of the Rider.
3. Customer will furnish additional information, as requested by the Company, to assure the continued eligibility for service under the Rider.
4. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMO 1986, as amended from time to time. Should the customer designate any of such information proprietary or confidential, company shall notify customer of any requires for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.

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ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address

FORM NO. 13

P.S.C. MO. NO. 1

(1<sup>st</sup> Revised)  
(Original)SHEET NO. \_\_\_\_\_  
SHEET NO. 60MISSOURI-AMERICAN WATER COMPANY  
NAME OF ISSUING CORPORATIONFOR CITY OF ST. JOSEPH, MO AND VICINITY  
COMMUNITY, TOWN, OR CITY**ECONOMIC DEVELOPMENT RIDER**  
(continued)

5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of law provisions), and by the orders, rules and regulations of the Commission, as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any right jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first above written.

Missouri-American Water Company

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

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ISSUED BY:

David P. Abernathy, Vice President,  
Corporate Counsel and Secretary  
Name of Officer, Title535 N. New Ballas Road  
St. Louis, MO 63141  
Address