

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

In the Matter of the Joint Application of            )  
Missouri-American Water Company and            )  
Meramec Sewer Co. for Authority for            )  
Missouri-American Water Company to Acquire    )       File No. SO-2013-0260  
Certain Assets of Meramec Sewer Co. and, in    )  
Connection Therewith, Certain Other            )  
Related Transactions.                                )

**NOTICE OF COMPLIANCE**

COMES NOW Missouri-American Water Company (MAWC), and, in compliance with the Order issued by Missouri Public Service Commission (Commission), states as follows:

1.       On February 19, 2013, the parties filed a Unanimous Stipulation and Agreement that proposed a resolution of all issues in this matter.
2.       On February 20, 2013 (effective February 28, 2013), the Commission issued its Order Approving Application and Order Granting Motion for Expedited Treatment (the Order), consistent with the Stipulation and Agreement.
3.       The Order, among other things, requires MAWC to provide notice that payment in full has been provided for all outstanding amounts owed to Missouri Department of Natural Resources (MDNR) for permit fees and to Jefferson County for past due real estate taxes.
4.       MAWC hereby notifies the Commission that on February 28, 2013, MAWC provided payment in full to Jefferson County for past due real estate taxes owed by Meramec Sewer Co.
5.       MAWC hereby notifies the Commission that on March 1, 2013, MAWC provided payment in full to the Commission (payable to the Missouri Department of Revenue) for assessments owed by Meramec Sewer Co.
6.       MAWC hereby notifies the Commission that on March 4, 2013, MAWC provided payment in full to the Missouri Department of Natural Resources for permit fees owed by Meramec Sewer Co.

7. MAWC hereby notifies the Commission that on March 1, 2013, Meramec Sewer Co.'s agreement to provide sewer services to Northeast Public Sewer District was assigned to MAWC pursuant to the attached fully executed Assignment and Assumption Agreement.

WHEREFORE, MAWC respectfully requests that the Commission consider the information contained herein and take notice of the payment in full of all outstanding amounts owed.

Respectfully submitted,

/s/ Timothy W. Luft  
Timothy W. Luft, MBE # 40506  
Corporate Counsel  
MISSOURI-AMERICAN WATER COMPANY  
727 Craig Road  
St. Louis, MO 63141  
314-996-2279 telephone  
314-997-2451 facsimile  
[timothy.luft@amwater.com](mailto:timothy.luft@amwater.com)

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail on March 4, 2013, to the following:

**Missouri Public Service Commission**

Kevin Thompson  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
[Kevin.Thompson@psc.mo.gov](mailto:Kevin.Thompson@psc.mo.gov)

**Missouri Public Service Commission**

Office General Counsel  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
[staffcounsel@psc.mo.gov](mailto:staffcounsel@psc.mo.gov)

**Office of the Public Counsel**

Lewis Mills  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
[opc@ded.mo.gov](mailto:opc@ded.mo.gov)

**Meramec Sewer Company**

Bianca L Eden  
455 Maple Street  
P.O. Box 740  
Hillsboro, MO 63050  
[beden@wegmannlaw.com](mailto:beden@wegmannlaw.com)

**Missouri-American Water Company**

Dean L Cooper  
312 East Capitol  
P.O. Box 456  
Jefferson City, MO 65102  
[dcooper@brydonlaw.com](mailto:dcooper@brydonlaw.com)

**Missouri-American Water Company**

John J Reichart  
727 Craig Road  
St. Louis, MO 63141  
[john.reichart@amwater.com](mailto:john.reichart@amwater.com)

/s/ Timothy W. Luft  
Timothy W. Luft

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**

This Assignment, Assumption and Consent Agreement (the “Assignment, Assumption and Consent Agreement”) is made and entered into as of February 28, 2013 by and among **Meramec Sewer Co.**, a Missouri corporation (“Assignor”), **Missouri-American Water Company**, a Missouri corporation (“Assignee”), and the Northeast Public Sewer District (“NPSD”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 15, 2011 (as amended, the “Purchase Agreement”); and

WHEREAS, in connection with the closing of the transactions contemplated by the Purchase Agreement (the “Closing”), (i) Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to acquire and accept from Assignor, all of Assignor’s right, title and interest in and to that certain Agreement dated as of February 29, 2008 by and between Assignor and NPSD (the “NPSD Contract”), and (ii) Assignee desires to assume and discharge, when and as due, the obligations of Assignor under the NPSD Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing, Assignor hereby assigns, sells, transfers and sets over (collectively, the “Assignment”) to Assignee all of Assignor’s right, title, benefit, privileges and interest in, to and under, and all of Assignor’s burdens, obligations and liabilities pursuant to, the NPSD Contract. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the NPSD Contract.
2. Consent to Assignment. NPSD hereby consents to the Assignment and to the consummation of the transactions contemplated by this Assignment, Assumption and Consent Agreement.
3. Amendment of NPSD Contract. The parties hereto hereby agree, effective as of immediately prior to the Closing, that the final sentence of Section 5 of the NPSD Contract shall be, and hereby is, amended in its entirety to read as follows: “As compensation for the treatment of all of the sanitary wastewater that is generated from the area identified in Exhibit A, NPSD will pay a flat rate of \$26.33 per connected household per month to the Company (or such other rate as shall be required from time to time by the Missouri Public Service Commission or other appropriate governmental authority).” Except as amended hereby, the NPSD Contract shall remain in full force and effect in accordance with its terms.
4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer, assignment, consent and amendment and to take such other action as such other party may

reasonably request to more effectively consummate the assignments, assumptions, consents and amendments contemplated by this Assignment, Assumption and Consent Agreement.

5. Counterparts. This Assignment, Assumption and Consent Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

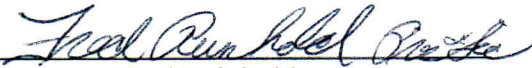
6. Governing Law. This Assignment, Assumption and Consent Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of Missouri, without reference to its choice of law rules.

*[Remainder of page intentionally left blank; signature page attached.]*

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Consent Agreement as of the date first above written.

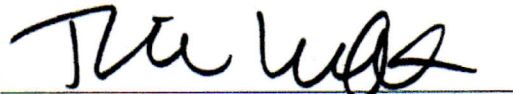
**“Assignor”**

**MERAMEC SEWER CO.**

By:   
Name: Fred Reinhold  
Title: President and Secretary

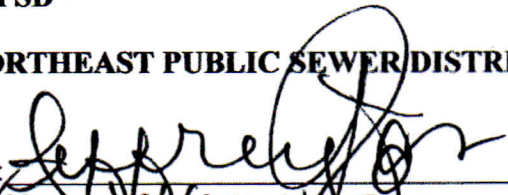
**“Assignee”**

**MISSOURI-AMERICAN WATER COMPANY**

By:   
Name: Timothy W. Luft  
Title: Secretary

**“NPSD”**

**NORTHEAST PUBLIC SEWER DISTRICT**

By:   
Name: Jeffrey Cross  
Title: Executive Director