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March 6, 1998

Mr. Cecil I. Wright
Executive Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

FILED
MAR 10 1998
MISSOURI
PUBLIC SERVICE COMMISSION

Re: Osage Water Company
Case No. WA-97-110
Tariff Filings

Dear Mr. Wright:

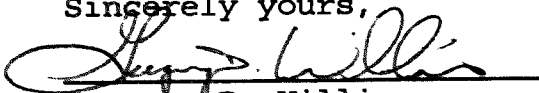
Please find enclosed for filing pursuant to the Order of the Commission issued March 5, 1998 the following documents:

1. Sewer Tariff for Osage Water Company (new tariff)
2. Water Tariff Pages 3G (new) and 4B (revised).

Duplicate copies of the same are enclosed to be stamped "filed" and returned to me in the enclosed envelop.

If you have any questions regarding this matter, please contact me.

Sincerely yours,


Gregory D. Williams

cc: Martin Hummel, Water & Sewer Department w/o enc.
William K. Haas, General Counsel's Office w/o enc.
John Coffman, Office of Public Counsel w/o enc.

3800730
3800731

SEWER TARIFF
FOR
OSAGE WATER COMPANY

LAKE OF THE OZARKS, MISSOURI

Gregory D. Williams
President
Osage Water Company
P.O. Box 431
Sunrise Beach, MO 65079
(573) 374-8761

P.S.C.MO. No. _____

Original Sheet No. 1

Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

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DATE OF ISSUE March 6, 1922

DATE EFFECTIVE

APR 11 1922

ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

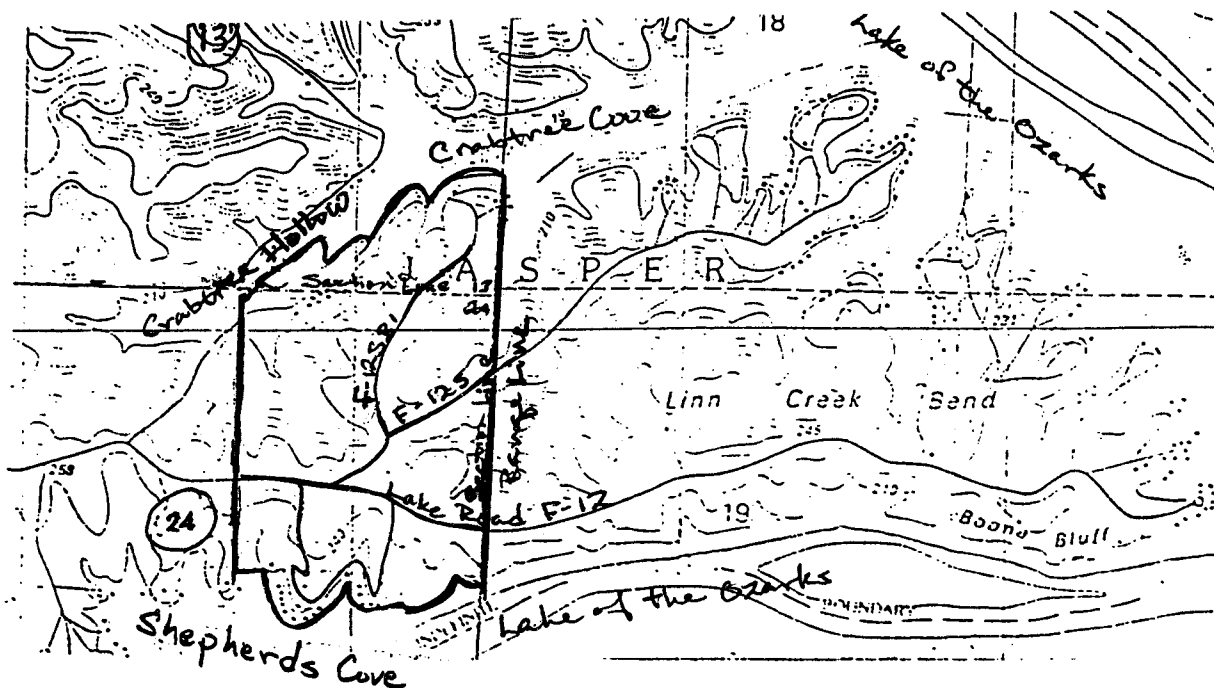
P.S.C.MO. No. 1
Osage Water Company
Name of Issuing Corporation

Original Sheet No. 2
For Sewer Service in All Service Areas

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

MAP OF SERVICE AREAS

CHELSEA ROSE SERVICE AREA



DATE OF ISSUE March 6, 1928

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APR 11 1930

ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

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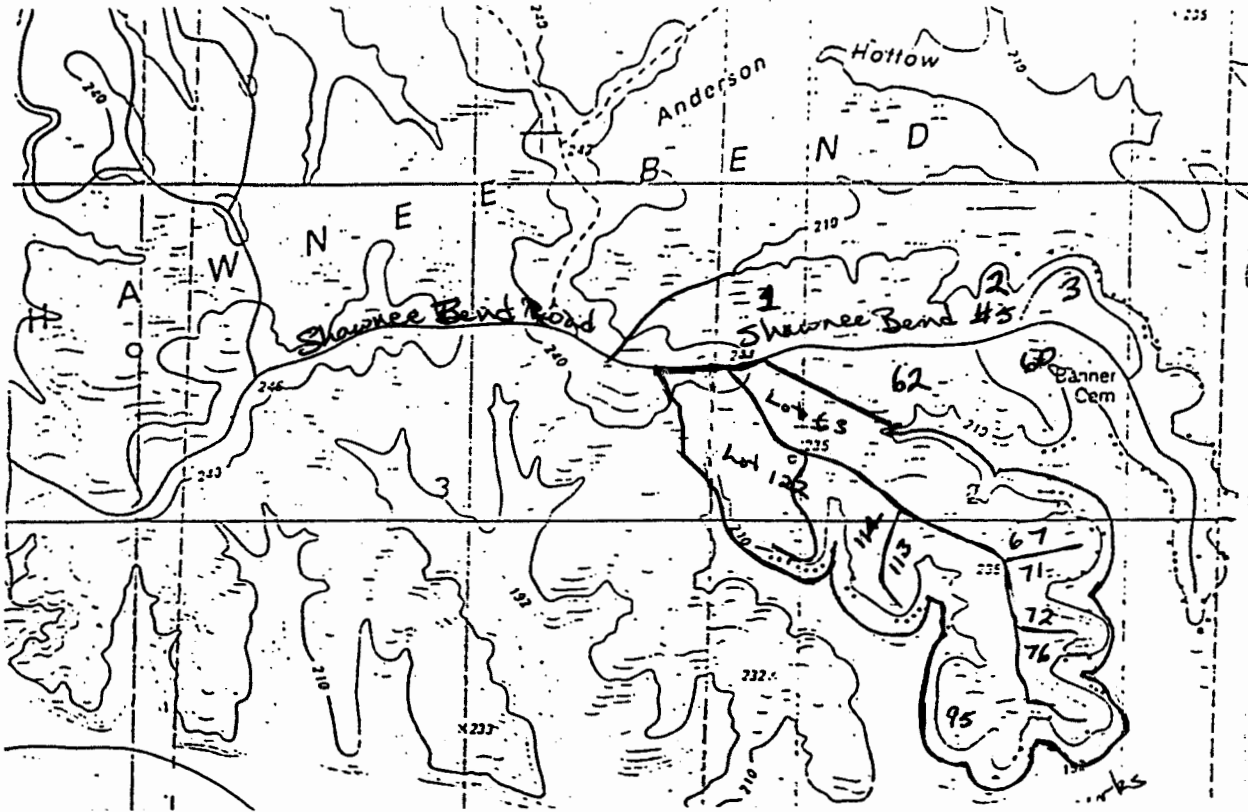
Osage Water Company
Name of Issuing Corporation

For Sewer Service in All Service Areas

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

MAP OF SERVICE AREAS

CIMMARRON BAY SERVICE AREA



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Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

RULES GOVERNING RENDERING OF
SEWER SERVICE

MAP OF SERVICE AREAS

DATE OF ISSUE March 6, 1998

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ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

P.O.C. No. _____
Date of Issuance _____
Name of Issuing Corporation _____

Official Sheet No. _____
For Senior Service in All Service Areas
EXTRA CUMMULATIVE MEMBERSHIP OF
SENIOR SERVICE

MAP OF SERVICE AREA

THIS IS A MEMORANDUM OF SERVICE AREA FOR SENIOR SERVICE MEMBERSHIP OF SENIOR SERVICE. IT IS ISSUED BY THE SENIOR SERVICE BOARD OF SENIOR SERVICE MEMBERSHIP OF SENIOR SERVICE.

P.O.C. No. _____

Original Class No. _____
For Super Service in All Service Areas

Form of Issuing Organization

PLEASE CONTINUE READING OF
THIS SERVICE

MAP OF SERVICE AREA

P.S.C. NO. _____

Original Sheet No. 6

Orange Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

MAP OF SERVICE AREAS

DATE OF THIS MAP: 4-1-1928

DATE EFFECTIVE _____

BY _____

ISSUED BY: George B. Williams, President, Highway 54 South, Orange Park, Florida

P.S.C.MO. No. _____

Original Sheet No. 7

Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

RULES GOVERNING RENDERING OF

SEWER SERVICE

WRITTEN DESCRIPTION OF SERVICE AREAS

The Service Area is that land in Camden County, Missouri, described as follows:

Chelsea Rose Service Area

All that part of the Southeast Quarter of Section 13 lying Southeast of Crabtree Cove and Crabtree Hollow, and that part of the East Half of Section 24 lying North of the Lake of the Ozarks and North of Shepherds Cove, all in Township 39 North, Range 17 West.

Cimmarron Bay Service Area

All of Lots 63 through 122, Shawnee Bend No. 5 Subdivision, located generally at the Southeastern End of the Shawnee Bend peninsula.

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Original Sheet No. 8

Ozark Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

WRITTEN DESCRIPTION OF SERVICE AREAS

(Continued)

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APR 11 1982

ISSUED BY: Gregory D. Williams, President, Highway 54 South, Ozark Beach, Missouri

P.S. NO. No. _____

Original Sheet No. 9

City of Inglewood Corporation

For Sewer Service in All Service Areas

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

**WRITTEN DESCRIPTION OF SERVICE AREAS
(Continued)**

P.S.C.MO. No. _____

Original Sheet No. 10

Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

SCHEDULE OF RATES

Availability: Sewer service is available to customers adjacent to the Company's collector sewers.

Residential Customers:

- Sewer - Mobile homes in parks and apartments.....\$23.90/month
- Single family units.....\$23.90/month
- Condominium units\$23.90/month

Commercial Customers:

Sewer - Based on water usage the monthly charge would be calculated according to:

A minimum (to include 6000 gal./mo.) of\$23.90/month plus a usage rate per 1000 gallons of\$ 3.98/thousand

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Original Sheet No. 11

Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

RULES GOVERNING RENDERING OF

SEWER SERVICE

SCHEDULE OF SERVICE CHARGES

Construction inspection charge per connection where connection is made by Customer.....	\$100.00
New Service Connection by Company (includes inspection & shutoff) Backhoe charges additional as necessary.....	\$150.00 + backhoe time
Disconnect and reconnect charge - installation of shutoff by backhoe required	\$400.00
Disconnect and reconnect charge - water meter or sewer shutoff available, less than 6 days notice	\$50.00
Disconnect or reconnect at customer's request - water meter or sewer shutoff available, 6 days notice	N/C
Returned check charge.....	\$15.00
Past Due Notice (Residential).....	\$6.50/notice
Over Due Commercial Bills (more than 30 days).....	\$1.5%/month

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ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

RULES GOVERNING RENDERING OF

SEWER SERVICERule 1 DEFINITIONS

- (a) "B.O.D." denotes biochemical oxygen demand. It is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions expressed in milligrams per liter.
- (b) A "COLLECTING SEWER" is a pipeline, including force lines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes and necessary appurtenances, including service wyes or saddles which is owned and maintained by the Company, and used to transport sewage waste from the Customer's service connection to the point of disposal.
- (c) The "COMPANY" is Osage Water Company acting through its officers, managers, or other duly authorized employees or agents.
- (d) The "CUSTOMER" is any person, individual, partnership, association, corporation or governmental body which has contracted with the Company for sewer service or is receiving sewer service from the Company, or whose facilities are connected for utilizing sewer service.
- (e) The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates.
- (f) "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities.
- (g) "EFFLUENT PUMP" is a self contained device which pumps liquid waste under pressure to collecting sewers or a recirculating sand filter or other treatment facility. The device when appropriate will include a septic tank for the purpose of storing solid waste separated from liquid effluent. The device also contains level controls, appropriate malfunction alarms, pressure controls, and check valves to insure cooperative operation with similar units.
- (h) A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.

RULES GOVERNING RENDERING OF

SEWER SERVICERule 1 DEFINITIONS (continued)

- (i) "NON-DOMESTIC SEWAGE" is all sewage other than domestic sewage including, but not limited to, commercial or industrial wastes. (See Rule 6 pertaining to Improper Waste and Excessive Use.)
- (j) "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7 being neutral, below 7 acid, and above 7 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- (k) "REPAIRABLE PARTS" consist of one motor, one pump, one liquid level control, one heater, if applicable, one pressure release valve, two check valves, one gate valve, and one alarm system.
- (l) "SEPTIC TANK" is the tank which receives the wastewater from the living unit constructed of concrete or other permanent material approved by the Company.
- (m) A "SERVICE CONNECTION" is the connection of a service sewer to the Company collecting sewer either at the bell of a "Y" branch or the bell of a saddle placed on the barrel of the collecting sewer, and that portion of the pipe to the customer's property line.
- (n) A "SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the customer, used to conduct sewage from the customer's premises to the property line, excluding service wyes or saddles.
- (o) "SUSPENDED SOLIDS" are the concentration of insoluble materials suspended or dispersed waste expressed in milligrams per liter on a dry weight basis as determined by standard procedures.
- (p) "TERMINATION OF SERVICE" is the cessation of the use of service by the customer as verified and recognized in writing by the Company.
- (q) The word "UNIT" shall be used herein to define the standard user or property served and shall include mobile homes or any building, residential, commercial, or industrial, owned or leased and each unit of any multi-unit structure.

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 2 GENERAL

- (a) Every Customer, upon signing an application for service or accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these rates and rules.
- (b) The Company's rules governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate class of service are set forth in rate schedules and constitute a part of these rules.
- (c) The Company reserves the right, subject to the authority to the Public Service Commission of Missouri, to prescribe additional rates or rules, or to alter existing rates or rules as it may deem necessary or proper.
- (d) At the effective date of these rules, all new facilities, construction contracts, and written agreements shall conform to these rules in accordance with the statutes of the State of Missouri and authority of the Public Service Commission of Missouri. Pre-existing facilities which do not conform with these rules may remain, if said facilities do not cause any service problems and reconstruction is impractical in the Company's judgment.
- (e) The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

P.S.C.MO. No. _____

Original Sheet No. 15

Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 3 LIMITED AUTHORITY OF COMPANY EMPLOYEES

- (a) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules.
- (b) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules.

DATE OF ISSUE March 6, 1938

DATE EFFECTIVE APR 11 1938

ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

RULES GOVERNING RENDERING OF
SEWER 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, must be received from each Customer before service is provided to any premises. Said application must state the name of the owner of said premises and, in the case of a commercial or industrial Customer, must also state the quantity and strength of effluent to be discharged from said premises into Company's sewer system. The Company shall have the right to refuse service for failure to comply with the rules 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.
- (b) A prospective commercial or industrial Customer shall, upon request of the Company, present in writing to the Company a list of the devices which are to be attached to the Company's lines, giving the location of any buildings. The Company will then advise the Customer of the form and the character of the waste water collection facilities available.
- (c) No substantial addition to the water using equipment or appliances connected to the sewer system of the Company for commercial or industrial customers shall be made except upon written notice to and with the written consent of the Company.
- (d) Any change in the location of an existing service connection requested by the Customer shall be made at his 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 11 - Collecting Sewer Extensions.
- (f) New service connections shall be authorized when a service connection fee is paid to the Company based on the Schedule of Service Charges.

P.S.C.MO. No. _____

Original Sheet No. 17

Osage Water Company
Name of Issuing Corporation

For Sewer Service in All Service Areas

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 4 APPLICATIONS FOR SEWER SERVICE (continued)

- (g) When a service is to be connected the plumber employed by the Customer shall obtain the connecting accessories from the Company. The plumber shall advise the Company 24 hours in advance of when he expects to have service installed so a representative of the Company can inspect the installation. The Company must approve all connections prior to trench backfilling.
- (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.

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ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

RULES GOVERNING RENDERING OF

SEWER SERVICERule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER

- (a) The Customer will provide the service sewer to his property line at his expense and risk. As a condition of service, inside requirements of all governmental units having jurisdiction and the Company's rules must be met at the time of connection to the system. The Company may deny service or may discontinue service where footing drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.
- (b) A separate and independent Customer service sewer shall be required for every building, provided, however, that a single service sewer may serve accessory outbuildings associated with a residential dwelling, as long as such accessory outbuildings are not utilized for human habitation.
- (c) Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.
- (d) The Customer's service sewer shall be one of the following: ductile iron soil pipe, vitrified clay sewer pipe, or PVC, ASTM specification of equal; or other suitable material approved by the Company. Joints shall be tight and waterproof. Any part of the Customer's service sewer that is located within ten (10) feet of a water service pipe shall be constructed according to Department of Natural Resources standards. The pipe shall be bedded according to the manufacturer's specifications; and on undisturbed earth or on fill compacted to 95% Proctor density. Fill may be non-organic soil or aggregate.
- (e) The size and slope of the Customer's service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch pipe shall not be less than one-eighth (1/8) inch per foot.
- (f) Whenever possible the Customer's service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall. The depth shall be sufficient to afford

RULES GOVERNING RENDERING OF

SEWER SERVICERule 5 INSIDE PIPING AND GRAVITY AND PRESSURE SERVICE SEWER
(continued)

protection from frost. The Customer's service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.

- (g) In all buildings in which any building drain is too low to permit adequate gravity flow to the collecting sewer, sanitary sewage carried by such drains shall be lifted by approved artificial means and discharged to the building sewer. No water operated sewage ejector shall be used.
- (h) All excavations required for the installation of a Customer's service sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used and all applicable local plumbing codes, except that no backfill shall be placed until the work has been inspected by the Company. Only those jointing materials and methods which are approved by the Company may be used.
- (i) The connection of the customer's service sewer into the collecting sewer shall be made at the "Y" branch, if such branch is available at a suitable location. If the Company's collecting sewer is PVC, a neat hole may be cut at a location specified by the Company, and a saddle installed to which the Customer's service sewer will be connected. The invert of the customer's service sewer at the point of connection shall be at the centerline or higher elevation than the collecting sewer. A smooth neat joint shall be made, and the connection made secure and watertight.
- (j) The Customer is obligated to construct, repair, and maintain the service sewer from the property line to the building. Such construction and maintenance shall be subject to the approval of an inspector of the Company.
- (k) The Company will locate the point to which service sewer connection will be made. All connections are subject to inspection and approval by the Company. An application for new

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ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

RULES GOVERNING RENDERING OF

SEWER SERVICERule 5 INSIDE PIPING AND CUSTOMER SERVICE SEWER

(continued)

connection must be filed in writing 24 hours in advance stating the street, house number, name of the applicant, name of the property owner, and the time at which connection is to be made. The Company will not be required to supply sewer service until each such connection has been inspected and approved by it. In the event the Customer or the Customer's agent shall damage to the collecting sewer or the service connection, then the Customer shall be responsible for the cost of repair or replacing any such damage.

- (l) Company personnel may not work on piping or facilities not owned by the Company unless authorized by the Company.

NOTE: The following Rules m through y apply only to customers utilizing a pressure service sewer and are not applicable to customers using a gravity service sewer.

- (m) All components utilized in a effluent pump unit must be either purchased from the Company or meet its specifications which shall be on file at the Company's office.
- (n) The Customer must furnish at his own expense, one septic tank and one effluent pump unit of suitable capacity which must either be furnished through or approved by the Company prior to installation on the Customer's premises. Installation costs of the pump unit, electrical service, and service sewers between the dwelling and the pump unit and Company's collecting sewers shall be the responsibility of the Customer. Electricity costs for pump operation shall be the responsibility of the Customer.
- (o) Any residential customer connected or to be connected to a sewer collection system designed to transport liquid sewage shall install within the lot, a collection tank and one effluent pump adequate for service to a single family residence, with access for inspection and pumping of residual solids. Smaller commercial customers requiring treatment of less than 1,200 gallons per day shall install a collection tank and effluent pump of adequate capacity for the maximum flow to be discharged from the unit or building. The service sewer from the unit or building shall drain into the tank, and the service sewer from the tank outlet shall be connected to the Company's collecting

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RULES GOVERNING RENDERING OF
SEWER SERVICERule 5 INSIDE PIPING AND GRAVITY AND PRESSURE SERVICE SEWER
(continued)

sewer. Perforated drain field piping shall not be utilized for a service sewer. The tank, required parts and fittings, service sewer piping, and labor required for installation shall be furnished and installed by the customer, and meet the specifications of the Company.

- (p) The Company will locate the point to which the service connection will be made and the Customer shall furnish the materials for connection from the pump unit to the Company's collecting sewers. All taps are to be done by the Company. Application, accompanied by any authorized connection fee, must be filed in writing 48 hours in advance, stating the street, house number, name of applicant, name of property owner and time at which tap is to be made, and the Company shall not be required to supply sewer service unless this condition is met. One connection shall not service more than one property without the written consent of the Company.
- (q) Upon the installation of any pump unit a stop cock shall be placed on the Customer's service sewer within three (3) feet of the Customer's property line. Said stop cock shall include a provision for locking said stop cock in the closed position. Said stop cock will be furnished, owned, and maintained by the Company.
- (r) In all cases of discontinuance of sewer service pursuant to the Company's approved rules, sewer service may be discontinued by the Company by either terminating water service at the water meter, or by locking the stop cock in the closed position. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of effectuating resumption of service.
- (s) The gravity service sewer from the building to the pump unit, the tank, and the pressure service sewer from the pump unit to the Customer's property line shall be owned and maintained by the customer.
- (t) The Company shall perform two preventive maintenance call per year on each effluent pump unit in service. Preventive maintenance work shall consist of the following work:

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APR 11 1998ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

RULES GOVERNING RENDERING OF
SEWER SERVICERule 5 INSIDE PIPING AND GRAVITY AND PRESSURE SERVICE SEWER
(continued)

1. Pull and clean liquid level control device.
 2. Run controls, including alarm systems, through one complete cycle.
 3. Check the check valves for proper operation. Clean or replace as necessary.
 4. Check, and if necessary, remove solid waste from tank.
- (u) For every 100 pump units in service, the Company shall have on hand two effluent pumps, two effluent pump repair kits, two motors, five liquid level control units, and an adequate supply of check valves. The Company shall have at least one of each of the above items for each brand or type of pump in use.
- (v) The Company shall be responsible for maintenance of the repairable parts, and shall perform emergency repairs on said parts. At the Company's option, an emergency service call may constitute a preventive maintenance call if a reasonable amount of time has elapsed since the last preventive maintenance call, and if all other maintenance checks are performed.
- (w) Preventive maintenance calls, service calls for repairable parts, and repairable parts shall be provided at no extra charge to the Customer for replacement of defective parts or parts of the effluent pump damaged by lightning. The Company shall not be liable for parts or labor due to damage caused by misuse of the pump unit.
- (x) The Company shall present to the Customer, at the time of application for service, information regarding what services are available from the Company, and what will be provided free of charge.
- (y) All Septic tanks and Repairable Parts must be either purchased from the Company or meet its specifications which shall be on file at the Company's office.

RULES GOVERNING RENDERING OF

SEWER SERVICERule 6 IMPROPER OR EXCESSIVE USE

- (a) The following requirements for the use of sewer service provided by the Company shall be observed. Violation of the requirements will result in the discontinuance of service to the Customer or an additional charge for excess loads. The Company may also require the Customer to install facilities to prevent excessive loads and other adverse impacts upon the Company's system.
- (b) No person shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into Company's collecting sewers.
- (c) No person shall discharge or cause to be discharged any of the following described waste waters into the Company's collection sewers:
- (1) Any liquid or vapor having a temperature higher than 150 degrees F.
 - (2) Any waste water which may contain more than 100 parts per million, by weight, of fat, oil or grease.
 - (3) Any waste water which may contain more than 25 parts per million, by weight, of soluble oils.
 - (4) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (5) Any garbage that has not been properly shredded.
 - (6) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.
 - (7) Any waste waters having a pH lower than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
 - (8) Any waste waters containing toxic materials in sufficient quantity to disrupt the operation of treatment facilities.
 - (9) The Company may specify limits on allowable concentration of heavy metals that may be discharged to the sewer.

RULES GOVERNING RENDERING OF
SEWER SERVICERule 7 DISCONTINUANCE OF SERVICE BY COMPANY

- (a) The Company reserves the right to discontinue services for any of the following reasons:
- (1) For failure to comply with these rules.
 - (2) For nonpayment of utility bill (see Rule 9), including a water utility bill owed to the Company.
 - (3) For resale of sewer service.
 - (4) For an unauthorized sewer connection to Company sewers.
 - (5) For failure to provide electricity to an effluent pump where required by these rules.
- (b) Discontinuance of service to a premises for violation of these Rules shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the customer.
- (c) If the Company discontinues its service for any violation of these rules, then any Moneys due the Company shall become immediately due and payable.
- (d) The Company has the right to refuse or to discontinue service to any premises to protect itself against fraud or abuse.
- (e) At least thirty (30) days prior to physical discontinuance of service, the Company will mail a written notice to the Customer and to the property owner if different than the customer by registered or certified mail, return receipt requested, with a copy thereof forwarded to the Public Service Commission. Said notice shall state the violation and service may be discontinued at any time after the expiration of the notice period, provided satisfactory arrangements for continuance of the service have not been made by the Customer and the Company. This thirty (30) day notice may be waived where discharge of materials which might be detrimental to the health and safety of the public or cause damage to the sewer system of the Company is discovered. In the event of discontinuance of service to protect health and safety as above provided, the Customer and the Commission shall be notified immediately thereof with a statement concerning the reasons for such discontinuance.

P.S.C.MO. No. _____

Original Sheet No. 25

Osage Water Company

For Sewer Service in All Service Areas

Name of Issuing Corporation

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY
(CONTINUED)

- (f) Reconnection of any customer disconnected by authority of this rule will be made subject to payment of the cost of reconnection.
- (g) Tenants of rental property shall be given the opportunity to pay delinquent bills in lieu of disconnection of service. This is in addition to any other options, such as becoming the Customer.
- (h) The Company will perform a disconnect at Customer's request with the cost paid for by the Customer.

**RULES GOVERNING RENDERING OF
SEWER SERVICE**

Rule 8 INTERRUPTIONS IN SERVICE

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

Osage Water Company
Name of Issuing Corporation

For Sewer Service in All Service Areas

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 9 BILLS FOR SERVICE

- (a) The charges for sewer service shall be at the rates specified in the applicable tariffs on file with the Missouri Public Service Commission. The point of assumption of sewer service shall be at the service connection. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- (b) A Customer who has made application for service to a premises shall be held liable for all service furnished to such premises until the customer notifies the Company in writing to discontinue service, or the Company observes that service has terminated.
- (c) A Customer is liable for payment for all monthly service charges for sewer service to a premises from the date of connection until the date the Company inspects the discontinuance of service. At least five days prior to discontinuance of service, the Customer shall notify the Company of the date, place, and time in writing.
- (d) Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- (e) Payments shall be made at the office of the Company or at an equally convenient location designated by the Company. However, payment must be received by the close of business on the date due.
- (f) A separate bill shall be rendered for each Customer's sewer service. However, a combined bill for water and sewer service may be rendered where a Customer received both water and sewer service from the Company.
- (g) The Company shall have the right to render bills monthly. Bills shall be due and payable to it no later than twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day. All bills for service shall state the due date. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 7. The Company shall not be required to restore or connect any new service for such delinquent Customers

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ISSUED BY: Gregory D. Williams, President, Highway 54 South, Osage Beach, Missouri

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 9 BILLS FOR SERVICE (continued)

until the unpaid account due the Company under these Rules and Regulations has been paid in full.

- (h) Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error.
- (i) When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used, or a proportionate part of the residential rate, whichever is applicable. Customers terminating with less than one month's service shall pay not less than the monthly minimum.
- (j) If a Customer is a tenant, the owner of the property will be ultimately responsible for payment of bills for service, provided the Company has made reasonable effort to collect bills due from the Customer. All notices of delinquent bills or disconnection shall also be sent to the owner of the property.
- (k) Where sewer service is to be supplied to several users in tenements, apartments or stores under one roof, from one connection, the Company will supply service only to the owner or agent of said property.
- (l) The Company may require a security deposit or other guarantee as a condition of new service if the customer still has an unpaid account with a utility providing the same type of service accrued within the last five years; or has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or is unable to establish a credit rating with the Company. Adequate credit rating for a residential customer shall be established if the Customer owns or is purchasing a home, is or has been regularly employed for at least one year, has an adequate and regular source of income, or can provide credit references from a commercial credit source.
- (m) The Company may require a security deposit or other guarantee of payment as a condition of continued service if: the water or sewer service of the Customer has been discontinued for non-

RULES GOVERNING RENDERING OF

SEWER SERVICERule 9 BILLS FOR SERVICE

(continued)

payment of a delinquent account not in dispute, the utility service to the unit has been diverted or interfered with in an unauthorized manner; or the customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of the previous twelve (12) billing periods.

- (n) The amount of a security deposit shall not exceed the utility charges applicable to one billing period, plus 30 days, computed on actual usage where available, or estimated usage where actual usage records are not available.
- (o) Interest shall be paid on security deposits when held for greater than 12 months.
- (p) After a customer has timely paid proper and undisputed utility bills by the due dates for a period of not less than one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of a security deposit pending resolution of a disputed matter.
- (q) The utility shall provide a receipt to the Customer for deposits received, and shall also keep accurate records of all deposits, including the customer's name, service address, amount, and dates of attempts to refunds and other activity regarding the account.

P.S.C.MO. No. _____

Original Sheet No. 30

Osage Water Company
Name of Issuing Corporation

For Sewer Service in All Service Areas

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 10 SPECIAL CONTRACT FOR EXCESSIVE CAPACITY

In the event that the Customer to be served proposes to discharge into Company's system an abnormally high volume or strength of waste as to require an enlargement of Company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines, service shall be provided to such customer under the terms and conditions of a mutually satisfactory contract, in form approved by the Public Service Commission of Missouri, pursuant to which the cost of such improvements will be financed in such a manner as to be fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.

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RULES GOVERNING RENDERING OF

SEWER SERVICERule 11 COLLECTING SEWER EXTENSIONS

- (a) Extension of collecting sewers by the Company. The Company will extend its collecting sewers within its certificated area 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, including manholes, cleanouts, lift stations, reconstruction of existing sewers (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping.
 - (2) Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution in-aid-of construction equal to the amount determined in (a)(1), plus the appropriate customer connection fee(s). Applicant(s) shall have the option of installing the collector sewer extension under the provisions of Rule 11(b) in lieu of entering into said contract.
 - (3) If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the Applicant(s) shall pay the added cost.
 - (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 sewers 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

RULES GOVERNING RENDERING OF

SEWER SERVICERule 11 COLLECTING SEWER EXTENSIONS (continued)

to the total cost of the extension times 100 feet divided by the total length of the extension in feet.

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 6,000 gallons, but shall not be less than 1.

IV. The cost for each main extension shall only be collected by the Company for a period of ten years after completion of the main extension.

(5) Refunds of contributions shall be made to 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 years after the extension is completed, the Company will refund to the Applicants who paid for the extension moneys collected from Applicants in accordance with Rule 11(a)(4) above.

IV. The sum of all refunds to any Applicant shall not exceed the total contribution, if any, which the Applicant has paid.

V. Each refund shall be distributed to initial Applicant(s) based upon the percentage of the actual extension cost contributed by each Applicant.

(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 and the attaching of customers to

RULES GOVERNING RENDERING OF
SEWER SERVICERule 11 COLLECTING SEWER EXTENSIONS
(continued)

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. The Company will determine the size and type of pipe. If the Company desires a pipe size or lift 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.

(b) This rule shall govern the extension of collecting sewers when the Applicant(s) elects to construct said extensions. The Company will connect said extensions to its existing collecting sewers and provide service to Applicant(s) under the following terms and conditions:

(1) Applicant(s) shall enter into a contract with the Company. The contract shall include an estimate of engineering costs and inspection fees and provide that the Applicant construct said collecting sewers to meet the requirements of all governmental agencies and the Company rules. The applicant shall contribute said sewer to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company an amount equal to the Company's cost, plus Engineering costs and/or inspection fees.

(2) The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the Company's collecting sewers.

(3) The Company shall have the right to refuse ownership and responsibility for the sewers until Applicant(s) has met the contractual obligation as provided in Rule 11(b)(1).

(4) Same as (a)(4) above.

(5) Same as (a)(5) above.

RULES GOVERNING RENDERING OF
SEWER SERVICE

Rule 11 COLLECTING SEWER EXTENSIONS
(continued)

I. Same as (a) (5) II.

II. Same as (a) (5) III.

III. Same as (a) (5) IV.

IV. Same as (a) (5) V.

(6) Same as (a) (6).

(7) Same as (a) (7).

(8) Same as (a) (8).

(9) Connection of the extension to existing Company collecting sewers shall be made only by representatives of the Company.