

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

In the matter of the application of Four Seasons Lake - )  
sites Water & Sewer Company for a certificate of )  
convenience and necessity authorizing it to construct, )  
install, own, operate control, manage and maintain )  
water and sewer utility properties for the public, )  
located in an unincorporated area in Camden County )  
and Miller County, Missouri, generally comprising the )  
Eastern half of the area known as "Shawnee Bend". )

Case No. WA-95-164

**FILED**  
MAR 12 1997

**UNANIMOUS  
STIPULATION AND AGREEMENT**

PUBLIC SERVICE COMMISSION

On November 16, 1994, Four Seasons Lakesites Water & Sewer Company (Company) filed with the Missouri Public Service Commission (Commission) an Application for certificates of convenience and necessity for water and sewer systems in an unincorporated area of Camden and Miller Counties.

On December 14, 1994, the Commission established a procedural schedule. On January 27, 1995, the Commission granted intervention to Osage Water Company. On February 10, 1995, the Company filed the direct testimony of Douglas I. Bowden. On March 24, 1995, the Staff of the Commission (Staff) filed the rebuttal testimonies of Martin Hummel, Gregory R. Meyer, and Randy Z. Wright. Also on March 24, 1995, Osage Water Company filed the rebuttal testimony of William Patterson Mitchell.

On June 14, 1995, the Commission suspended the procedural schedule and scheduled an additional prehearing conference for August 22, 1995. The Company, the Staff, and the Office of the Public Counsel (Public Counsel) were represented at that prehearing conference. On December 5, 1995, the Commission dismissed Osage Water Company from this case.

As a result of the prehearing conferences and further negotiations, the undersigned parties have reached the following stipulations and agreements:

1. Rates for water service will be as follows:

Minimum Charges -

5/8" meter (includes 3,000 gal/month)	\$11.29
3/4" meter (includes 4,500 gal/month)	\$14.53
1" meter (includes 7,500 gal/month)	\$21.01

Commodity Charge - \$2.16/1,000 gallons over minimum

Refer to Schedule 1 for detailed calculations.

2. Rates for sewer service will be a flat rate of \$21.96/month.

Refer to Schedule 2 for detailed calculations.

3. Total Beginning Plant-In-Service Balances will be as follows:

Water - \$79,634

Sewer - \$50,565

Refer to Schedule 3 for a detailed breakdown of these balances.

4. Depreciation Rates for the Water Operations are set out on Schedule 4. Depreciation Rates for the Sewer Operations are set out on Schedule 5.

5. Connection Fees will be as follows:

Water - \$610.00

Sewer - \$280.00

Refer to Schedule 6 for a detailed breakdown of these amounts.

6. As reflected with more specificity in the proposed tariff sheets for sewer operations which are set out in Schedule 7, the initial installation of the customers' on-site STEP (septic tank

effluent pump) system equipment will be the responsibility of each individual customer. The on-going maintenance of this equipment, related solely to the removal of solids from the holding tank and the maintenance, repair, and replacement of the STEP pumps, will be the responsibility of the Company. The Company will maintain a reasonable inventory of replacement pumps, which will be treated as materials and supplies for future ratemaking purposes. Replacement pumps will be capitalized and depreciation will commence upon installation by the Company on the customer's premises.

7. A complete legal description of the service area is included as a part of the tariffs attached to this Stipulation and Agreement as Schedule 7 (sewer) and Schedule 8 (water). The service area to be approved in this case generally encompasses the area originally requested by the Company with the exception of the Shawnee Bend #5 area. The Company states that all real estate in the service area is currently owned or controlled for development purposes by affiliates of the Company.

8. The Company agrees to provide semi-annual reports to the Staff of the Commission and the Office of the Public Counsel related to the level of customer growth within the service area. These reports will provide information about the number of customers at June 30 and December 31 of each year through 2000, inclusive, and will be submitted to Staff and Public Counsel, beginning in 1997, within ten (10) working days of these dates. These reports, used in conjunction with the Company's annual reports, are designed to allow the parties to be able to determine when it will be appropriate to conduct a review of the rates approved in this case.

9. The parties agree that the components utilized by Staff in developing Schedules 1, 2 and 6 to arrive at rates or charges are largely estimates and therefore shall not be considered to

necessarily be representative of future actual conditions or costs and no party shall be bound by these components or calculations in any future ratemaking proceeding. However, Schedule 3 does represent recorded plant-in-service beginning balances.

10. The parties recommend that the Commission issue a Report and Order granting the Company certificates of public convenience and necessity for the Shawnee Bend water and sewer properties described in the proposed tariffs attached as Schedules 7 and 8, and that the Commission issue an order authorizing the Company to file tariffs in conformance with Schedules 7 and 8. The Company currently has a certificate of convenience and necessity, and a tariff, for its sewer operations in a part of the Horseshoe Bend area of Camden County. The proposed sewer tariff, which replaces the existing sewer tariff, will address the Company's sewer operations in both Shawnee Bend and Horseshoe Bend. The parties suggest that the Order provide for the certificates to become effective upon the effective date of the tariffs.

11. The Company agrees to maintain its books and records in accordance with the Uniform System of Accounts and further agrees to maintain separate accounts for its water and sewer operations.

12. The parties agree that the prefiled testimony submitted by the Company and the Staff may be received into evidence without the necessity of their respective witnesses taking the stand.

13. This Stipulation and Agreement represents a negotiated settlement for the sole purpose of disposing of this case. None of the signatories shall be prejudiced or bound in any manner by the terms of this Stipulation and Agreement in any other proceeding, except as otherwise specified herein.

14. None of the signatories shall be deemed to have approved or acquiesced in any ratemaking principle or any method of cost determination or cost allocation underlying or allegedly underlying this Stipulation and Agreement, except to the extent specified herein.

15. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement, in total, this Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

16. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the signatories waive their respective rights to cross-examine witnesses and to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 1994, their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 1994, and their respective rights to judicial review pursuant to Section 386.510 RSMo 1994.

17. If requested by the Commission, the Staff shall have the right to submit to the Commission a memorandum explaining its rationale for entering into this Stipulation and Agreement. Each party of record shall be served with a copy of any memorandum and shall be entitled to submit to the Commission, within five days of receipt of Staff's memorandum, a responsive memorandum which shall also be served on all parties. All memoranda submitted by the parties shall be considered privileged in the same manner as are settlement discussions under the Commission's rules, shall be maintained on a confidential basis by all parties, and shall not become a part of the record of this proceeding or bind or prejudice the party submitting such memorandum in any future proceeding or in this proceeding whether or not the Commission approves this Stipulation and Agreement. The contents of any memorandum provided by any party are its own

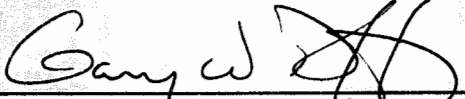
and are not acquiesced in or otherwise adopted by the other signatories to this Stipulation and Agreement, whether or not the Commission approves and adopts this Stipulation and Agreement.

The Staff shall also have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other parties with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

18. The Staff shall have the right to file suggestions or prepared testimony in support of this Stipulation and Agreement and the other parties shall have the right to file responsive suggestions or prepared testimony.

WHEREFORE, the signatories respectfully request that the Commission issue an order which approves the Stipulation and Agreement, establishes depreciation rates as provided, which authorizes the Company to file tariffs conforming to the terms hereof, and which grants the Company the requested certificates of convenience and necessity.

Respectfully submitted,



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ATTORNEY FOR FOUR SEASONS LAKE  
SITES WATER & SEWER COMPANY



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ATTORNEY FOR THE STAFF OF THE  
MISSOURI PUBLIC SERVICE COMMISSION

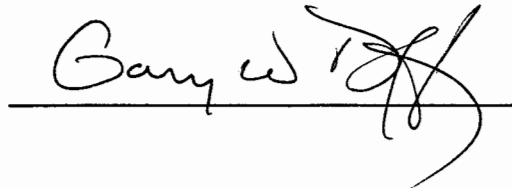


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(573) 751-5565

ATTORNEY FOR THE  
OFFICE OF THE PUBLIC COUNSEL

### CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 12<sup>th</sup> day of March, 1997.



Customer base used = 100 residences(equivalent) (explanatory)  
 \$79,634 Rate base \$796 rate base/customer (notes)  
 49.8% equity and 50.2% debt 1  
 6,000 gallons per month customer usage  
 7,200 thousand gallons per year total use

EXPENSE ITEM	CUSTOMER	COMMODITY	TOTAL	
Return on equity @ 12.00%	0	4,759	4,759	1
Interest on debt @ 10.73%	0	4,289	4,289	1
Depreciation	0	2,599	2,599	7
Management/customer response	2,000	0	2,000	2
Billing and records	600	0	600	3
Operator-time and equip.	1,200	1,200	2,400	5
Routine replacmt. & maint. of plant	0	500	500	6
Lab services	80	0	80	4
Well:				
electricity	0	1,099	1,099	10
chemicals	0	0	0	
Office rent	360	0	360	
Office electric and water	360	0	360	
Postage	269	0	269	
Phone/answer service	100	0	100	
Insurance	0	50	50	
Professional Services	800	0	800	8
Income Tax 0.18	0	857	857	
P.S.C. Assessment	0	200	200	9
<b>TOTAL (annual expenses)</b>	<b>\$5,769</b>	<b>\$15,553</b>	<b>\$21,122</b>	

<b>RATE CALCULATION</b>				
Customer charge:	\$5,769 / (12mo. X	100 ) =		\$4.81
Commodity Charge:	\$15,553 /	7,200 =		\$2.16
(per thousand gallons)				

<b>METERED RATES FOR WATER SERVICE</b>	
<b>Minimum Charge:</b>	
5/8 inch meter (to include 3000 gal/month)	\$11.29
3/4 inch meter (to include 4500 gal/month)	\$14.53
1 inch meter (to include 7500 gal/month)	\$21.01
<b>Commodity Charge, per thousand gallons over minimum</b>	<b>\$2.16</b>

Water bill for 6000 gallons per month = \$17.77 per month

- Explanatory notes

1. Investment in well & storage. Debt/equity and rates from Financial Analysis Dept.
2. A nominal amount, future review expected.
3. Represent an estimate of \$.50/bill, postage not included.
4. \$80 for annual DNR bacteriological tests.
5. \$200 per month, 8-12 visits.
6. Includes a cost for maintaining nondepreciable contributed plant.
7. Based on actual costs.
8. On-going, excluding startup, for accounting, engineering and legal services.
9. Estimate... current assessment rate times total expenses.
10. Comparison Estimate...\$1756/year from:  
 7000gal/mo/cust, \$.07/kwh, .35 efficiency, 250' Total Head

Rate Base: Customer base used = 100 residences(equivalent) (explanatory)  
\$50,565 Rate base \$506 rate base/customer (notes)  
49.8% equity and 50.2% debt 1

EXPENSE ITEM		AMOUNT	
Return on equity	12.0%	3,022	2
Interest on debt	10.7%	2,724	2
Depreciation	4.0%	2,023	
Management/customer response expense		2,300	4
Billing and records		300	3
Operator-time and equip.		3,600	5
Lab services		480	6
Plant:			
routine maintenance		595	8
electricity		907	13
chemicals		0	
STEP maintenance	inspection	2,500	
	septic tank pumping	1,250	7
	replacement parts	2,500	
Lift Station Electricity		600	
Office rent		360	
Office electric and water		360	
Postage		192	
Phone/answer service		150	
Insurance		50	
Professional Services		800	10
Income Tax	0.18 of equity return	544	
P.S.C. Assessment		1,093	12
TOTAL ANNUAL EXPENSES		\$26,349	

Residential flat rate: \$21.96 /month

- Explanatory notes

1. Estimated design capacity, if aeration is added to lagoon.
2. Deb/equity ratio and returns from Financial Analysis Dept.
3. Represents an estimate of \$.50/bill, postage not included.
4. Estimate of management time necessary
5. Estimate of operations cost.
6. (BOD,SS,pH,flow) X 1 outfall X 12months.
7. Estimated cost of \$100/1000gal for hauling and disposal.
8. Estimate of maintaining sewer utility plant.
10. On-going expenses, excluding startup, for accounting, engineering and legal services.
12. Estimate; current PSC factor times the total expenses.
13. Based on time and hp data.  
estimate i.e. ...\$.07/kwh,3hp,18hrs./day : \$1380/yr.

**Four Seasons Lakesites Water & Sewer Company**

**Case No. WA-95-164**

**Plant-In-Service Beginning Balances**

<b>WATER:</b>	Account 311	Structures & Improvements	\$20,515
	Account 314	Wells & Springs	\$47,819
	Account 325	Electric Pumping Equipment	<u>\$11,300</u>
		<b>Total Water Plant-In-Service</b>	<b>\$79,634</b>
 <b>SEWER:</b>	 Account 372	 Oxidation Lagoons	 <u>\$50,565</u>
		<b>Total Sewer Plant-In-Service</b>	<b>\$50,565</b>

# FOUR SEASONS LAKESITES WATER & SEWER COMPANY DEPRECIATION RATES

(WATER)

CASE NO. WA-95-164

<u>Acct. No.</u>	<u>Description of Account</u>	<u>Annual Rate</u>
311	Structures & Improvements	2.5%
312	Collecting & Impounding Reservoirs	2.0%
313	Lake, River & Other Intakes	2.5%
314	Wells & Springs	2.0%
315	Infiltration Galleries & Tunnels	2.0%
316	Supply Mains	2.0%
317	Other Water Source Plant	2.0%
321	Structures & Improvements	2.5%
323	Other Power Production Equipment	4.0%
325	Electric Pumping Equipment	10.0%
326	Diesel Pumping Equipment (35 yr, +5% salv)	2.7%
327	Hydraulic Pumping Equipment	2.5%
328	Other Pumping Equipment	5.0%
331	Structures & Improvements	2.5%
332	Water Treatment Equipment	2.9%
341	Structures & Improvements	2.5%
342	Distribution Reservoirs & Standpipes	2.5%
343	Transmission & Distribution Mains	2.0%
344	Fire Mains	2.0%
345	Services	2.9%
346.1	Meters - Bronze Chamber (35 yr, +5% salv)	2.7%
346.2	Meters - Plastic Chamber (10 yr, 0 salv)	10.0%
346.3	Meter Installations (Services Rate)	2.9%
348	Hydrants	2.5%
349	Other Transmission & Distribution Plant	3.3%
390	Structures & Improvements	2.9%
391	Office Furniture & Equipment	5.0%
392	Transportation Equipment (7 yr, +9% salv)	13.0%
393	Stores Equipment	4.0%
394	Tools, Shop, Garage Equipment	5.0%
395	Laboratory Equipment	5.0%
396	Power Operated Equipment	6.7%
397	Communication Equipment	6.7%
398	Miscellaneous Equipment	5.0%

**FOUR SEASONS LAKESITES  
WATER & SEWER COMPANY  
DEPRECIATION RATES**

**(SEWER)**

**CASE NO. WA-95-164**

<u>Acct. No.</u>	<u>Description of Account</u>	<u>Annual Rate</u>
311	Structures & Improvements	3.0%
352.1	Collection Sewers (Force)	2.0%
352.2	Collection Sewers (Gravity)	2.0%
353	Other Collection Plant	4.0%
354	Services to Customers	2.0%
355	Flow Measurement Devices	3.3%
362	Receiving Wells & Pump Pits	5.0%
363	Pumping Equipment	10.0%
372	Oxidation Lagoons	4.0%
373	Treatment & Disposal Facilities	4.5%
374	Plant Sewers	4.5%
375	Outfall Sewers	2.0%
376	Other Treatment & Disposal Plant	5.0%
391	Office Furniture & Equipment	5.0%
392	Transportation Equipment	13.0%
393	Other General Equipment	10.0%
394	Tools, Shop, Garage Equipment	5.0%
395	Laboratory Equipment	5.0%
396	Power Operated Equipment	6.7%
397	Communication Equipment	6.7%
398	Miscellaneous Equipment	5.0%

**Four Seasons Lakesites Water & Sewer Company**

**Case No. WA-95-164**

**Breakdown of Service Connection Fees**

<b>WATER:</b>	Meter	\$ 50.00
	Fiber Meter Pit with Ring & Lid	160.00
	Backflow Check Valve	52.50
	Meter Yoke	48.00
	Service Saddle	24.00
	Corporation Stop	38.00
	Curb Stop	43.00
	Service Line	12.00
	Backhoe - 1.5 hrs. @ \$50/hr.	75.00
	Service Truck - 1.5 hrs. @ \$27.50/hr.	41.25
	Labor - 4 man hrs. @ \$17/hr.	<u>68.00</u>
	<b>Total Water Connection Fee</b>	<b>\$611.75</b>

<b>SEWER:</b>	Valve Box	\$ 28.00
	Tap Tee	47.00
	Service Line	8.00
	Valve	15.00
	Backhoe - 1.5 hrs. @ \$50/hr.	75.00
	Service Truck - 1.5 hrs. @ \$27.50/hr.	41.25
	Labor - 4 man hrs. @ \$17/hr.	<u>68.00</u>
	<b>Total Sewer Connection Fee</b>	<b>\$282.25</b>

Notes: (1) service line is from main to property line

(2) equipment and labor estimates do not include solid rock removal, additional costs for this will be responsibility of customer and will be covered in tariffs

**SCHEDULE 7**

**SEWER TARIFFS**

CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****INDEX****Sheet No.**

1	Index
2	Map of Shawnee Bend Service Area
3	Map of Horseshoe Bend Service Area
4	Legal Description of Shawnee Bend Service Area
5	Legal Description of Horseshoe Bend Service Area
6	Schedule of Rates and Charges Shawnee Bend
7-8	Schedule of Rates and Charges Horseshoe Bend

**Rule No.**

9-10	1. Definitions
11	2. General
12	3. Limited Authority of Company Employees
13-14	4. Application For Sewer Service
15-16	5. Inside Piping and Customer Sewer Service
17-18	6. Pressure Sewers
19	7. Improper or Excessive Use
20-21	8. Discontinuance of Service by Company
22	9. Interruptions in Service
23-24	10. Bills for Services
25	11. Special Contract for Excessive Capacity
26-28	12. Extension of Collecting Sewer

\*Indicates new rate or text

+Indicates change

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_  
month day year month day year

ISSUED BY:

Name of Officer:

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

FORM NO. 13 P.S.C.M.O. No. 2

ORIGINAL SHEET No. 2

CANCELING P.S.C.M.O. ALL PREVIOUS SEWER MAPS

FOR SEASONS LAKEVIEW WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

Rules Governing Rendering of  
Sewer Service

LAKE OF THE OZARKS

7/2/57

P.S.C. NO. 1

Original

Sheet No. 2

DATE EFFECTIVE

month day year

month day year

year

DATE OF ISSUE

month day year

DATE EFFECTIVE

month day year

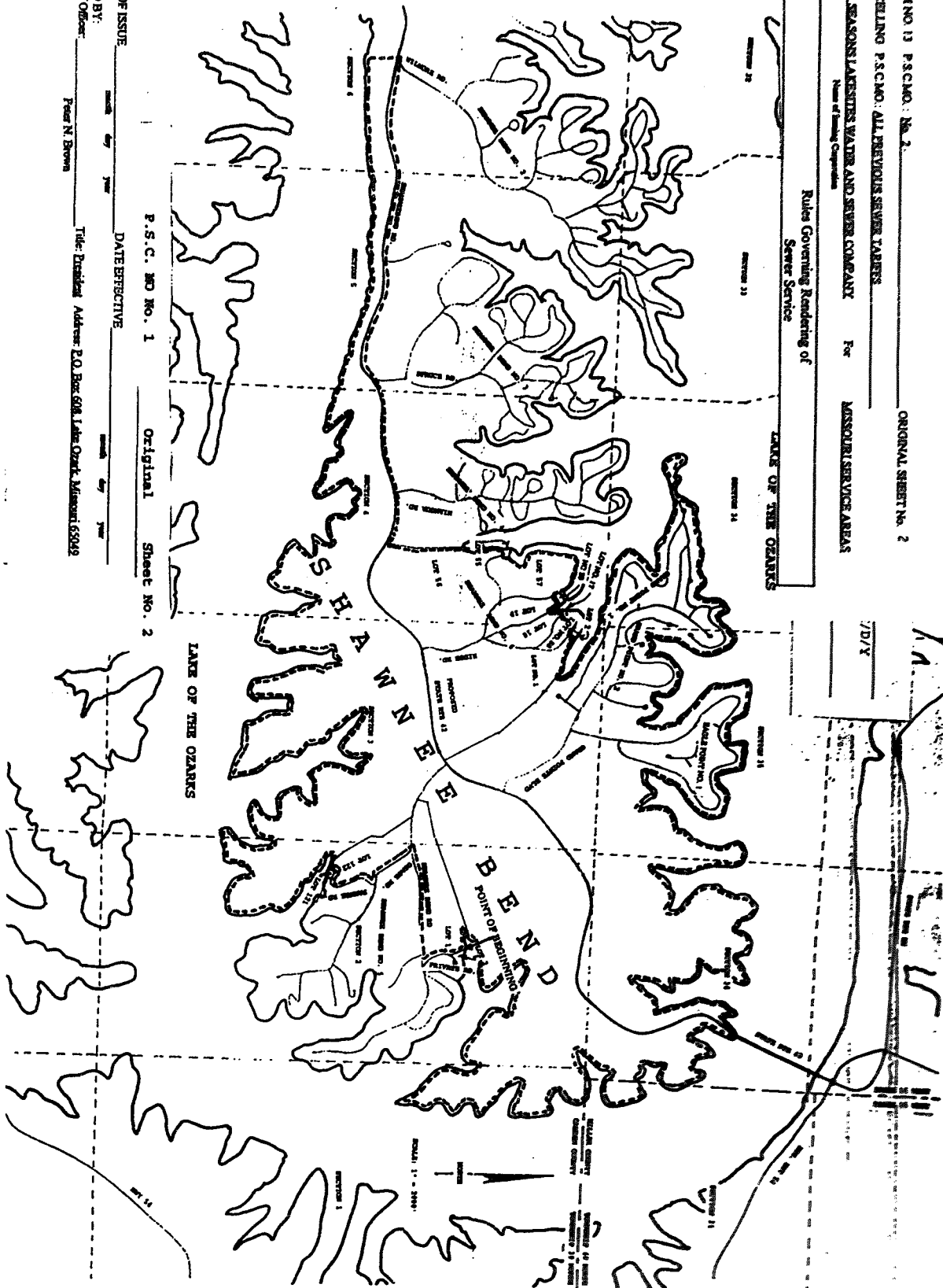
year

ISSUED BY:

Name of Officer

Title: President Address: P.O. Box 608 Lake Ozark, Missouri 65049

Peter N. Brown

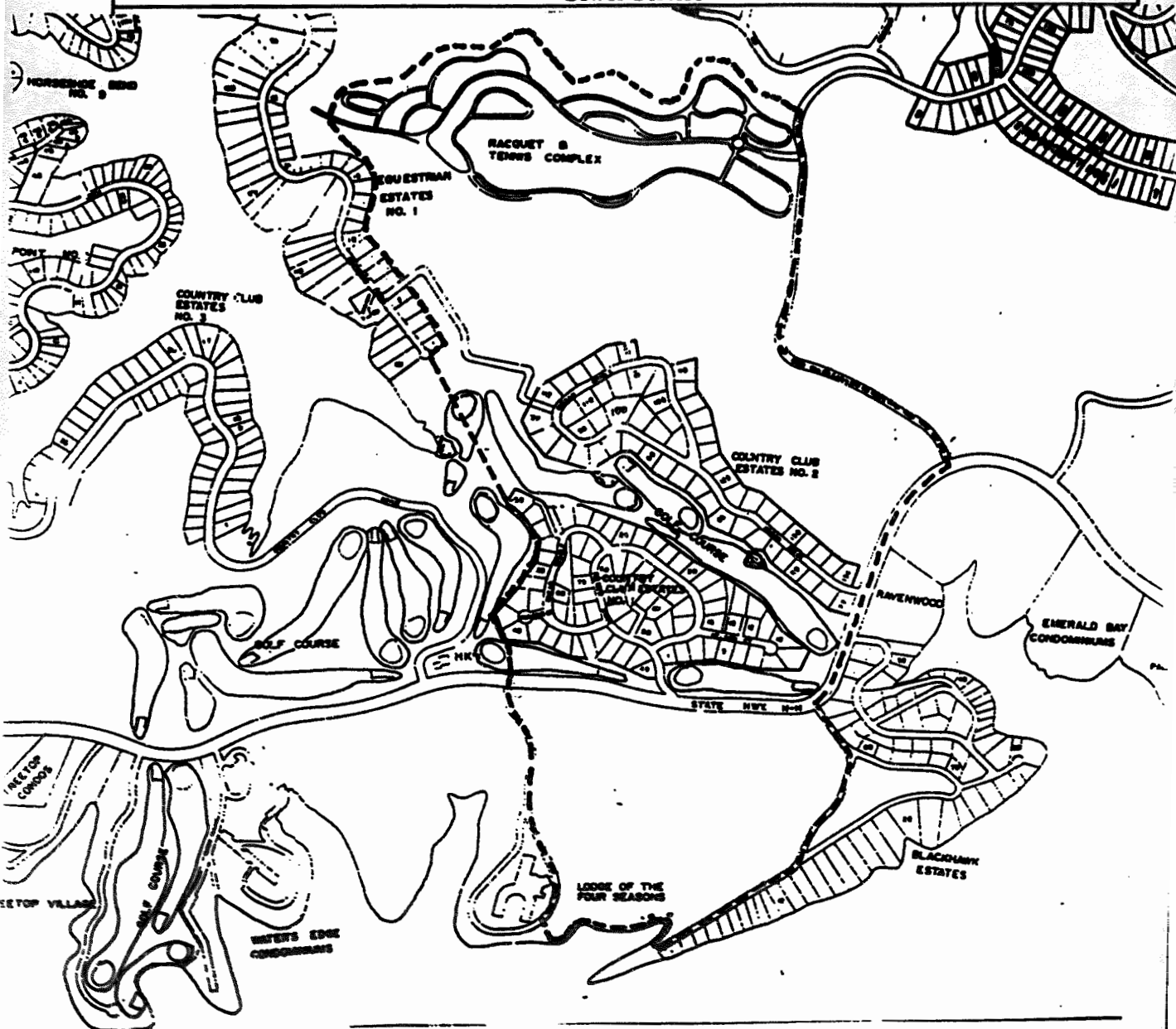


CANCELLING P.S.C.M.O.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service**DATE OF ISSUE \_\_\_\_\_  
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ISSUED BY:

Name of Officer: \_\_\_\_\_

Peter N. Brown

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****LEGAL DESCRIPTION OF THE SERVICE AREA: SEWER - SHAWNEE BEND**

Four Seasons Water and Sewer Company general description for sewer service area on Shawnee Bend, Camden County, Missouri.

Beginning at the shoreline (662 contour) at the lot corner between Lot 1 and 2 of Shawnee Bend No. 5, then following the property line between these two lots to the right-of-way of a private road, then following this right-of-way to the North right-of-way of Shawnee Bend Road, then following this right-of-way West to a point at the intersection of Shawnee Bend Road and Osage Road, then cross Shawnee Bend Road to the South right-of-way, then follow this right-of-way Southeast along Osage Road and Lot 122 of Shawnee Bend No. 5 to the West right-of-way of Pawnee Road, then follow this right-of-way South along Pawnee Road and Lot 122 Shawnee Bend No. 5 to the lot corner of Lot 121 and 122 at the right-of-way of Pawnee Road, then follow the lot line between these two lots to the lot corner at the shoreline (662 contour) between Lot 122 and 121 of Shawnee Bend No. 5, then follow the shoreline (662 contour) West to the one-half mile point middle of Section 6, Township 39 North, Range 16 West, then leaving the shoreline (662 contour) and going North to the North right-of-way of Shawnee Bend Road (proposed State Route 42), then East along the North right-of-way of Shawnee Bend Road (proposed State Route 42) to the West boundary of Lot 56 Shawnee Bend No. 6 then including only Lots 56, 57, 58, 18, 19 and 1 of Shawnee Bend No. 6, then leaving Shawnee Bend No. 6 along the East boundary of Lot 1 at the shoreline (662 contour), then following the shoreline (662 contour), back to the point of beginning.

\*Indicates new rate or text

+Indicates change

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_  
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ISSUED BY:

Name of Officer: \_\_\_\_\_ Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049Peter N. Brown

CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****LEGAL DESCRIPTION OF THE SERVICE AREA: SEWER - HORSESHOE BEND**

Beginning at the West right-of-way of Carol Road and the Four Seasons Racquet & Country Club Condominiums property corner North of the entrance to the Four Seasons Racquet & Country Club Condominiums, then generally Westerly along the boundary of the Four Seasons Racquet & Country Club Condominiums property 4,594.79 feet, then leaving the boundary line 363.17 feet to the rear lot corner of Lots 16 and 15 in Equestrian Estates No. 1, then 1,511.54 feet along the rear lot lines of Lots 15 through to the most Southeast corner of Lot 1 of Equestrian Estates No. 1 then following the most South lot line of Lot 1 of Equestrian Estates No. 1 for 187.11 feet to the center of a cul-de-sac at the South end of Dogwood Road, then Southeast 1,179.44 feet to the most Westerly corner of Lot 30 of Country Club Estates No. 1 then along the rear lot lines of Lots 30 through 40 of Country Club Estates No. 1 a total of 1,213.78 feet, then 387.77 feet to the South right-of-way of State Route HH also being the centerline of the main entrance to the Lodge of Four Seasons and the Eastern city limits line of the Village of Four Seasons, then following the centerline of this drive and the Eastern city limits line 1,950.14 feet, then leaving the centerline and the city limits line due South 185 feet to the 662 contour elevation of Lake of the Ozarks then following this contour in an Eastern direction 1,025 feet then leaving this 662 contour in a Southeast direction 76.0 feet to the centerline of Hawk Hill Road in a Northeast direction 2,671 feet to the centerline of State Route HH then following this centerline 2,100 feet to the centerline of Carol Road, then in a Northern direction along the centerline of Carol Road 3,472.7 feet, then Northwest to the point of beginning.

\*Indicates new rate or text

+Indicates change

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_  
month day year month day year

ISSUED BY:

Name of Officer: \_\_\_\_\_ Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049Peter N. Brown

CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANYFor MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****SCHEDULE OF RATES AND CHARGES  
SHAWNEE BEND SERVICE AREA****AVAILABILITY:**

Any Customer adjacent to the Company's sewer collection main or other Customer who can deliver sewage to a collection point within the Company's certified area.

**SEWER SERVICE RATES:****Residential:**

Single Family Rate: \$21.96 per month  
Single family, duplex unit or unit of a multi-unit building  
where water utility service is provided through individual  
water meters.

Multi-unit Rate: \$21.96 per month plus \$3.66 per thousand  
gallons used over 6000 gallons/month  
Multi-unit buildings where water utility service  
is provided to the building by master metering.

**Commercial:**

Minimum \$21.96/month plus \$3.66 per thousand gallons used over 6000 gallons/month

**CONNECTION CHARGES: Shawnee Bend Service Area**

All residential customers shall pay a one-time \$280.00 connection charge when making application for service. This charge includes valve box, tap tee, valve, and labor and equipment necessary to connect the service sewer to a collection sewer. This does not include a collection tank or effluent pump. All non-residential or multi-family service connection charges shall be at actual cost in accordance with Rules 10 and 11.

**TAXES:****Sales, Gross Receipts, Occupation or Franchise Taxes:**

SEE PROVISION ON SHEET 8.

\*Indicates new rate or text

+Indicates change

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ISSUED BY:

Name of Officer: \_\_\_\_\_ Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

Peter N. Brown

CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****SCHEDULE OF RATES AND CHARGES  
HORSESHOE BEND SERVICE AREA****AVAILABILITY:**

Any Customer adjacent to the Company's sewer collection main or other Customer who can deliver sewage to a collection point within the Company's certified area.

**SEWER SERVICE RATES:****Residential**

Flat Rate

\$11.46 per month

**Commercial**

Base Charge:

.87 per 1000 gal.

Monthly minimum based on highest month's  
sewer or water use during the previous year,  
adjusted for each Customer in January of each year.

Usage Charge:

\$ 1.04 per 1000 gal.

Monthly charge based on sewer or water  
use during the billing period.

**CONNECTION CHARGES: 1 Horseshoe Bend Service Area**

All residential customers shall pay a one-time \$150.00 connection charge when making application for service. This charge is inclusive of all accessories and inspections as hereinafter referenced. All non-residential or multi-family service connection charges shall be at actual cost incurred by the Company in accordance with Rules 10 and 11.

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**Rules Governing Rendering of  
Sewer Service****SCHEDULE OF OTHER CHARGES****TAXES:****Sales, Gross Receipts, Occupation or Franchise Taxes:**

There shall be added to the customer's bill as a separate item an amount equal to the proportionate part of any sales, license, occupation, franchise or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by statute, ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, revenue or income from the provision of service by the Company. When such tax or fee is a stated amount, a pro rata portion of such tax or fee shall be included as a separate item on the customer's bill and shall be calculated by applying thereto the same percentage factor as the total annual amount of that tax bears to the gross receipts of the Company from the provision of service during the preceding calendar year to customers located within the boundaries of the taxing entity. These tax or fee amounts shall be added to the customer's bill only within the boundaries of the entity imposing the tax or fee. This provision does not apply to the "assessment" rendered by the Missouri Public Service Commission to the Company.

Any applicable Federal, State or Local taxes computed on billing basis shall be added as separate items in rendering each bill.

**LATE PAYMENT CHARGE:** \$6.50 per notice per month

Applies only when the disconnect notice is mailed.

Only one charge applies to a customer that is billed for water and sewer service on the same bill.

**RETURN CHECK CHARGE:** \$15.00

Only one charge per returned check.

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CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

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**Rules Governing Rendering of  
Sewer Service****Rule 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, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal.
- (C) "COLLECTION TANK" is the tank that serves as the reservoir for wastewater from which the effluent pump draws water.
- (D) The "COMPANY" is Four Seasons Lakesites Water and Sewer Company acting through its officers, managers, or other duly authorized employees or agents.
- (E) 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 services.
- (F) A "CUSTOMER'S SERVICE SEWER" is a pipe with appurtenances, installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the collecting sewer, excluding service wyes or saddles.
- (G) The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates.
- (H) A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- (I) "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of service sewer, or disconnection of water service by the water utility at the request of the Company.
- (J) "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities.

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**Rules Governing Rendering of  
Sewer Service****Rule 1. DEFINITIONS (continued)**

- (K) "EFFLUENT PUMP" is a device, which pumps liquid waste, under pressure to the collecting sewer. The device also includes appropriate malfunction alarms, pressure controls and check valves to insure cooperative operation with similar units.
- (L) 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.
- (M) "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 or Excessive Use.)
- (N) "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.
- (O) "REPAIRABLE PARTS" are pump motor, effluent pump, liquid level control, and heater, if applicable. This does not include the collection tank and piping from the dwelling structure to the collection sewer.
- (P) 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.
- (Q) A "SUBDIVISION" is any land in the State of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.
- (R) "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.
- (S) "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the customer. Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the company, and may include physical disconnection of the service sewer, termination or disconnection of water service by the water utility, or the company's observation of non-occupancy of the unit served.
- (T) 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.

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CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

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**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 of the Missouri Public Service Commission to prescribe additional rates or rules to alter existing rates or rules as it may deem necessary or proper.
- (D) All 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 Missouri Public Service Commission.
- (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 business hours.

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For

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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.

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**Rules Governing Rendering of  
Sewer Service****Rule 4. APPLICATION 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 the Company's sewer system. Every Applicant, 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 and rules. The Company shall have the right to refuse services for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for 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 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 and subject to Company approval.
- (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. The Company shall approve the location of service connection.
- (F) New service connections shall be authorized when a service connection fee is paid to the Company based on the schedule of rates and charges and the provisions of these rules are met.
- (G) The Company will make all sewer service taps and connections to mains upon payment by the Customer of all fees required for Shawnee Bend. When a service is to be connected on Horseshoe Bend the plumber employed by the Customer shall obtain the connecting accessories from the Company. The plumber shall advise the Company during normal business hours and a minimum of 48 hours in advance of when the customer expects to have service installed so a representative of the Company can

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For

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**Rules Governing Rendering of  
Sewer Service****Rule 4. APPLICATION FOR SEWER SERVICE (continued)**

inspect and approve the installation. Company must approve all connections prior to the trench being backfilled by the Customer, or agent thereof. If the connection has been backfilled before the Company is allowed to inspect it, the Customer is responsible for re-opening the trench to allow proper inspection.

- (H) All service connections, service lines and accessories must be made available for the Company to inspect prior to the Company providing service.
- (I) 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. The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.

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**CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFS**

**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

**For**

## MISSOURI SERVICE AREAS

Name of Issuing Corporation

## Rules Governing Rendering of Sewer Service

### **Rule 5. INSIDE PIPING AND CUSTOMER SERVICE SEWER**

- (A) The Customer shall provide and maintain the service sewer at his expense and risk. As a condition of the service, inside requirements of all governmental bodies or 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, except (a) when one building stands at the rear of another building on an interior lot where no private service sewer is available and cannot be constructed to the rear building through an adjoining alley, courtyard, or driveway; in that situation, the Customer's service sewer from the front building may be extended to the rear building and it will be considered as one Customer's service sewer. (b) when two or more buildings are part of a complex and cannot be subdivided.
- (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 pipe, PVC, or other suitable material approved by the Company. Pressure pipe shall be PVC or polyethylene ASTM rated for a minimum pressure of 160 psi. 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 of slip on or mechanical joint ductile iron pipe or PVC 160 psi ASTM pipe, or better. If installed in filled or unstable ground, the Customer's service sewer installation and material shall have prior approval and then inspection by the Company.
- (E) The Customer's service sewer shall be subject to the approval of the Company. If the Customer's service sewer has gravity flow, then the diameter shall be four (4) inches or greater. 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 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. If the Customer's service sewer is pressurized see Rule 6.
- (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.

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**CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFS**

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**Name of Issuing Corporation**

## Rules Governing Rendering of Sewer Service

**Rule 5. INSIDE PIPING AND CUSTOMER SERVICE SEWER (continued)**

- (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 and approved by the Company.
- (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 of any size, a neat hole may be cut at a location specified by the Company, to receive a saddle specified and approved by the Company 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 or above the centerline of the Company's collecting sewer. A smooth neat joint shall be made, and the connection made secure and watertight by methods approved by the Company.
- (J) The Customer is obligated to construct, repair, and maintain the service sewer from the Customer's property line to the building of the Customer and such construction and maintenance by the Customer shall be subject to the approval of an authorized inspector of the Company and shall be in accordance with these rules as well as construction information of the Company in force at that time.
- (K) The Company will locate the point to which service sewer connection will be made and the Company will furnish a "Y" branch, when a "Y" branch has not previously been installed, or other outlet at the collecting sewer which shall be located in the public right-of-way or Company easement. All connections are subject to inspection and approval by the Company. An application for new construction must be filed in writing a minimum of 48 hours in advance during normal business hours stating the lot number, name of subdivision, street and mailing address, name of applicant, name of the property owner, and the time at which connection is to be made. The Company will not be required to supply sewer service until each such connection has been inspected and approved by it. In the event the Customer or the Customer's agent shall damage a "Y" branch or go onto the public right-of-way or Company easement and cause damage to the collecting sewer, then the Customer shall be responsible for the cost of repair or replacing any such damage. The "Y" branch is considered part of the collecting sewer.
- (L) Company personnel may not work on piping or facilities not owned by the Company unless authorized by the Company.

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For

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**Rules Governing Rendering of  
Sewer Service****Rule 6. PRESSURE SEWERS (for Customers on the pressurized sewer)**

- (A) All components utilized in an effluent pump unit must be either purchased from the Company or meet its specifications which shall be on file at the Company's office.
- (B) The Customer must furnish at his own expense, one effluent pump unit or equal of suitable capacity which must either be furnished through or be 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.
- (C) 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 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.
- (D) The Company will locate the point to which the service connection will be made and the Customer shall furnish materials for connection from the effluent pump unit to the Company's collecting sewers, which shall be located in a public street or easement. All taps are to be done by the Company. Application, accompanied by any authorized service line tap fee, must be filed in writing at the Company's business office during normal business hours, 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 these condition are met. One connection shall not service more than one property.
- (E) A stop cock shall be placed on the service connection. Said stop cock shall include a provision for locking. The stop cock will be furnished, owned and maintained by the Company.
- (F) In all cases of discontinuance of sewer service pursuant to the Company's approved rules, sewer service may be disconnected by the Company by locking the stop cock in the closed position. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of effectuating resumption of service.

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**Rules Governing Rendering of  
Sewer Service****Rule 6. PRESSURE SEWERS (for Customers on the pressurized sewer) (continued)**

- (G) The gravity service sewer from the building to the effluent pump unit, the tank, and the pressure service sewer from the pump unit to the collecting sewer shall be owned and maintained by the Customer. The Customer shall also install a check valve near the service connection.
- (H) The Company shall perform two preventive maintenance calls per year on each effluent pump unit in service. Normally, these will be made in the spring and fall seasons. Preventive maintenance shall consist of the following work:
1. Pull and clean liquid level control device,
  2. Run controls, including alarm system, 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.
- (I) 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.
- (J) 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.
- (K) 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, however, shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit.
- (L) 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.

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CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

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### Rules Governing Rendering of Sewer Service

**Rule 8. 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 non-payment of utility bill (See Rule 9).**
- (3) For resale of sewer services.**
- (4) For an unauthorized sewer connection to the Company sewers.**
- (5) For not providing electricity to the effluent pump.**
- (6) For any action or inaction which allows waste water to discharge in an unauthorized manner.**

**(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 monies due from the Customer.****(C) If the Company discontinues its service for any violation of these rules and regulations, then any monies due the Company shall become immediately due and payable.****(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 Missouri 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 between the Customer and the Company. This thirty (30) day notice may be waived where discharge of materials is discovered which might be detrimental to the health and safety of the public or cause damage to the sewer system of the Company. 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.****(F) Reconnection of any Customer disconnected by authority of this Rule will be made subject to payment of the cost of discontinuance of service and reconnection.**

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+Indicates charge

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CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

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Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****Rule 8. DISCONTINUANCE OF SERVICE BY COMPANY (continued)**

- (G) Tenants of rental property shall be given the opportunity to pay delinquent bills for service received by said tenant in lieu of disconnection of service. If the tenant does not pay the bill when due, the owner of the premises shall be liable for the delinquent amount. The written request of the owner to bill the tenant shall contain the consent by the owner to be responsible for the tenant's outstanding bill if the tenant does not pay. Any notice of discontinuance shall be sent to the Customer of record and to the premises being served if different from the Customer's address.
- (H) Termination of service at the Customer's request may be accomplished at the expense of the Customer, as provided in Rule 10(B).
- (I) Discontinuance of sewer service may be accomplished by discontinuance of water service pursuant to the tariff provisions governing water service.

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Name of Officer: Peter N. Brown Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049

CANCELLING P.S.C.MO.: ALL PREVIOUS SEWER TARIFFSFOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****Rule 9. 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 or 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's 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 of wastes discharged into the Company's collecting sewers when they are greater than normal domestic sewage.

\*Indicates new rate or text

+Indicates change

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Name of Officer: \_\_\_\_\_ Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049Peter N. Brown

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For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****Rule 10. 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 Rates and 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 terminate service. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnect in writing at least five days prior to the termination. If termination is accomplished by discontinuance or termination of water service, such notice of disconnection shall be at least one day before the date of the water turnoff. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by discontinuance or termination of water service. The method used for termination of service shall be determined by the company.
- (C) A deposit or suitable guarantee to cover the payment of bills may be required from all new Customers or those who are disconnected for violation of rules or non-payment equal to estimated service bills for a period of one billing period plus thirty (30) days. The Company shall pay six percent (6%) interest per annum on deposits provided the deposit remains in the possession of the Company for a period of six (6) months or more.
- (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.
- (F) A separate bill shall be rendered for each unit receiving sewer service.
- (G) The Company shall render bills monthly in arrears and such bills shall be due and payable when received. Payment for residential service is delinquent if not received by the Company twenty-one (21) days after the date of rendition, as shown on the bill unless such date falls on a weekend, 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.
- (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.

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Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****Rule 10. BILLS FOR SERVICE (continued)**

- (I) The Company shall have the right to discontinue service to any premises where the bill has become delinquent. In addition, the Company shall have the right to add late charges to bills which become delinquent. Such late charges shall be assessed at the rate of \$6.50 per notice per month. The Company shall not be required to restore or connect any new service for such delinquent customers until the unpaid account due the Company under these Rules has been paid in full or arrangements satisfactory to the Company have been made to pay said account. Company shall have the right to charge to the Customer's account reasonable costs and fees incurred in collecting the delinquent amount, if appropriate, in addition to late charges.

If a Customer tenders a check to the Company for payment of sewer service and such check is returned unpaid by the Company's bank, the Company may require payment for that bill to be made in the form of a cashier's check, money order, or cash; with the addition of a returned check charge as shown in the Schedules of Service Rates and Charges.

- (J) 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.
- (K) A Customer is liable for payment of all monthly service charges for sewer service to a premises from the date of connection until the date of discontinuance.

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**Rules Governing Rendering of  
Sewer Service****Rule 11. SPECIAL CONTRACT FOR EXCESSIVE CAPACITY**

In the event that the Customer to be served proposes to discharge into the Company's system an abnormally high volume or strength of waste as to require an enlargement of the 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 Missouri Public Service Commission, 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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For

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Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****Rule 12. EXTENSION OF COLLECTING SEWERS**

- (A) This Rule shall govern the extension of collecting sewers by the Company in areas where there are no collecting sewers in the streets and/or roadways. The Company will extend its collecting sewers along streets or roadways or within dedicated or recorded easements within its certificated area to serve new customers. When the applicant's property is too far from existing facilities and it is more economical to construct a treatment facility to be used on an interim basis, the extension shall include subsidization of the cost of constructing such interim treatment facility. Such subsidization shall be based on a limit of capital investment by the Company of \$1,000 per Customer connected to the interim treatment facility. The Company will extend its collecting sewers 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 main extension under the provisions of Rule 12.(B) in lieu of entering into said contract.
  - (3) If as a result of reasonably unforeseeable circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the Applicant(s) shall pay the added cost. The Applicant(s) shall pay within thirty (30) days of billing for same by the Company.
  - (4) The cost to an Applicant(s) connecting to a sewer that was contributed by other Applicant(s) shall be as follows:
    - (a) For single-family residential Applicants that are applying for service in a platted subdivision, the company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
    - (b) 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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**Rules Governing Rendering of  
Sewer Service****Rule 12. EXTENSION OF COLLECTING SEWERS (continued)**

- (c) For industrial, commercial, or multi-family residential Applicant(s), the cost will be equal to the amount calculated for a single-family residence in Paragraphs 4(a) or 4(b) 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.
- (d) The cost for each contract will be collected by the Company for ten years only.
- (5) Refunds of contributions shall be made to Applicant(s) as follows:
- (a) 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. Said refund to be made within thirty (30) days of final cost determination by the Company.
- (b) After the Company has closed its books for the year in which a contribution was made, it will determine its actual income tax cost associated with each extension and refund any excess income tax costs collected from each Applicant.
- (c) During the first ten years after the extension is completed, the Company will refund to the Applicant(s) who paid for the extension monies collected from Applicant(s) in accordance with Rule 12.A.(4), above.
- (d) The sum of all refunds to any Applicant shall not exceed the total contribution, adjusted for taxes associated with the extension, which the Applicant has paid.
- (e) 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 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 judgment of the Company. If the Company desires a pipe size or

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Name of Issuing Corporation

**Rules Governing Rendering of  
Sewer Service****Rule 12. EXTENSION OF COLLECTING SEWERS (continued)**

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) When the applicant elects to construct an extension, the Company will connect said extension to its existing collecting sewers under the following terms and conditions:

- (1) Applicant shall enter into a contract with the Company which provides that the Applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, contribute to the company an amount equal to the Company's estimated income tax cost calculated at the maximum rate, and contribute to the Company the Company's estimated cost of the inspection.
- (2) Same as (A)(8).
- (3) The Company, or its representative, shall have the right to inspect, test and approve the extension prior to connecting it to the Company's collecting sewers.
- (4) Connection of the extension to existing Company collecting sewers shall be made only by representatives of the Company.
- (5) The Company shall have the right to refuse ownership and responsibility for the sewers until Applicant(s) has met the contractual obligation as provided for in Rule 12(B)(1).
- (6) Same as (A)(4) above.
- (7) Same as (A)(5) above.
  - (a) Same as (A)(5)(b).
  - (b) Same as (A)(5)(c).
  - (c) Same as (A)(5)(d).
  - (d) Same as (A)(5)(e).
- (8) Same as (A)(6).
- (9) Same as (A)(7).

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**SCHEDULE 8**  
**WATER TARIFFS**

CANCELLING P.S.C.MO.: \_\_\_\_\_

**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

**MISSOURI SERVICE AREAS**

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****INDEX****Sheet No.**

- |     |                                   |
|-----|-----------------------------------|
| 1   | Index                             |
| 2   | Legal Description of Service Area |
| 3   | Map of Service Area               |
| 4-6 | Schedule of Rates                 |
| 7   | Schedule of Service Charges       |

**Rule No.**

- |       |   |
|-------|---|
| 8-9   | 1. Definitions  |
| 10    | 2. General Rules and Regulations                      |
| 11    | 3. Company Employees and Customer Relations           |
| 12    | 4. Applications for Service                           |
| 13-15 | 5. Inside Piping and Customer Water Service Lines     |
| 16    | 6. Improper or Excessive Use                          |
| 17-19 | 7. Discontinuance of Service by Company               |
| 20    | 8. Termination of Water Service at Customer's Request |
| 21    | 9. Interruptions in Service                           |
| 22-24 | 10. Bills for Service                                 |
| 25-26 | 11. Meters and Meter Installations                    |
| 27    | 12. Meter Tests and Test Fees                         |
| 28    | 13. Bill Adjustments Based on Meter Tests             |
| 29-31 | 14. Extension of Water Mains                          |

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CANCELLING P.S.C.MO.: \_\_\_\_\_

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****Legal Description of Service Area**

Four Seasons Water and Sewer Company general description for water service area, Shawnee Bend, Camden County, Missouri.

Beginning at the shoreline (662 contour) at the lot corner between Lot 1 and 2 of Shawnee Bend No. 5, then following the property line between these two lots to the right-of-way of a private road, then following this right-of-way to the North right-of-way of Shawnee Bend Road, then following this right-of-way West to a point at the intersection of Shawnee Bend Road and Osage Road, then cross Shawnee Bend Road to the South right-of-way, then follow this right-of-way Southeast along Osage Road and Lot 122 of Shawnee Bend No. 5 to the West right-of-way of Pawnee Road, then follow this right-of-way South along Pawnee Road and Lot 122 Shawnee Bend No. 5 to the lot corner of Lot 121 and 122 at the right-of-way of Pawnee Road, then follow the lot line between these two lots to the lot corner at the shoreline (662 contour) between Lot 122 and 121 of Shawnee Bend No. 5, then follow the shoreline (662 contour) West to a point 1,250 feet before coming to the West section line of Section 5, Township 39, North, Range 16 West, then leaving the shoreline (662 contour) and going North to the North right-of-way of Shawnee Bend Road (proposed State Route 42), then East along the North right-of-way of Shawnee Bend Road (proposed State Route 42) to the West boundary of Lot 56 Shawnee Bend No. 6 then including only Lots 56, 57, 58, 18, 19 and 1 of Shawnee Bend No. 6, then leaving Shawnee Bend No. 6 along the East boundary of Lot 1 at the shoreline (662 contour), then following the shoreline (662 contour) back to the point of beginning.

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FORM NO. 13 P.S.C.M.O. : No. 1 ORIGINAL SHEET No. 3

CANCELLING P.S.C.M.O. : \_\_\_\_\_

FOUR SEASONS LAKEVIEW WATER AND SEWER COMPANY For MISSOURI SERVICE AREA'S

Name of Trading Corporation

Rules Governing Rendering of  
Water Service



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**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

**MISSOURI SERVICE AREAS**

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****SCHEDULE OF RATES****RATE SCHEDULE W-1-----Residential Service****AVAILABLE:**

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

**APPLICABLE:**

This rate schedule applies to water service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include water which is ultimately used or consumed for household purposes such as bathing, cooking and sanitary uses. Such sales shall include, but not be limited to, water service provided through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant residential units. Sales of water to customers who purchase water for domestic use under this rate schedule shall be classified by the Company as "residential" sales exempt from state sales tax. This tariff is intended to satisfy the provisions of Section 144.030(23) RSMo, by establishing a classification system permitting the sales and purchases of metered water for domestic use under this tariff to be classified as "residential" and exempt from sales tax. Taxes other than state sales taxes may still be applicable to such sales.

The rates for service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

**Minimum Monthly Charges:**

5/8" meter (Includes 3,000 gal/month)	\$11.29
3/4" meter (Includes 4,500 gal/month)	\$14.53
1" meter (Includes 7,500 gal/month)	\$21.01
1.5" meter (Includes 15,000 gal/month)	\$37.21
2" meter (Includes 24,000 gal/month)	\$56.65

Commodity Charge - \$2.16 per 1,000 gallons over the minimum prorated to the actual volume of consumption.

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FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****SCHEDULE OF RATES (continued)****RATE SCHEDULE W-2-----Industrial/Commercial****AVAILABILITY:**

This service is available at points to industrial/commercial customers proximate to the Company's distribution facilities within the Company's certificated area.

**Minimum Monthly Charges:**

5/8" meter (includes 3,000 gal/month)	\$11.29
3/4" meter (includes 4,500 gal/month)	\$14.53
1" meter (includes 7,500 gal/month)	\$21.01
1.5" meter (includes 15,000 gal/month)	\$37.21
2" meter (includes 24,000 gal/month)	\$56.65
4" meter (includes 75,000 gal/month)	\$166.81
6" meter (includes 150,000 gal/month)	\$328.81

Commodity Charge - \$2.16 per 1,000 gallons over minimum prorated to the actual volume of consumption.

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FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****SCHEDULE OF RATES** (continued)**SALES, GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES:**

There shall be added to the customer's bill as a separate item an amount equal to the proportionate part of any sales, license, occupation, franchise or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by statute, ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, revenue or income from the provision of service by the company. When such tax or fee is a stated amount, a pro rata portion of such tax or fee shall be included as a separate item on the customer's bill and shall be calculated by applying thereto the same percentage factor as the total annual amount of the tax bears to the gross receipts of the company from the provision of service during the preceding calendar year to customers located within the boundaries of the taxing entity. These tax or fee amounts shall be added to the customer's bill only within the boundaries of the entity imposing the tax or fee. This provision does not apply to the "assessment" rendered by the Public Service Commission to the Company.

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For

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**Rules Governing Rendering of  
Water Service****SCHEDULE OF SERVICE CHARGES****CONNECTION CHARGES:**

All residential customers shall pay a one time connection charge of \$610.00 for the installation of a 5/8" meter setting (meter, ring, lid, pit, check valve, yoke, saddle corp stop, curb stop) and service connection. This fee shall be paid when the customer makes application for service. This charge includes all accessories and inspections as hereinafter referenced.

All non-residential service connections or any connections with a meter size greater than 3/4" shall be charged at the actual cost to the Company in making said connections in accordance with Rules 4 and 14. This fee shall be paid when the Customer makes application for service.

**DISCONNECT FOR NON-PAYMENT, SPECIAL REQUEST SERVICE TERMINATION OR RECONNECTION CHARGE:**

Upon request of the customer, the company will either terminate or reconnect a water service. The cost for either service during normal working hours of 8:30 A.M. to 4:00 P.M. Monday through Friday excluding holidays, shall be \$31.00 payable in advance. The cost during other than normal working hours shall be \$70.00. Routine request for termination or reconnection which allows the Company five (5) business days lead time will be done at no charge.

**LATE PAYMENT CHARGE:** \$6.50 per notice per month

May be assessed in accordance with Rule 10.

Applies only when disconnect is mailed.

Only one charge applies to a customer that is billed for water and sewer service on the same bill.

**RETURN CHECK CHARGE:** \$15.00

May be assessed in accordance with Rule 10.

Only one charge per returned check

**METER TESTING CHARGE:** \$55.00

May be assessed in accordance with Rule 12

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**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

**MISSOURI SERVICE AREAS**

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****Rule 1 DEFINITIONS**

- (a) An "APPLICANT" is a person, firm, corporation, governmental body, or other entity which has applied for service; two or more APPLICANTS may make one application for a main extension.
- (b) The "COMPANY" is Four Seasons Lakesites Water & Sewer Company acting through its officers, managers, or other duly authorized employees or agents.
- (c) A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the company for water service or is receiving service from the company, or whose facilities are connected for utilizing such service.
- (d) The "DATE OF CONNECTION" shall be the date of the permit for installation and connection issued by the company. In the event no permit is taken and a connection is made, the date of connection may be the date of commencement of construction of the building upon the property.
- (e) A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- (f) "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the company not requested by the customer.
- (g) The "MAIN" is a pipeline which is owned and maintained by the company, located on public property or private easements, and used to transport water throughout the company's service area.
- (h) The "METER" is a device used to measure and record the quantity of water that flows through the service line, and is installed in the meter setting.
- (i) The "METER SETTING" includes the meter box, meter yoke, lid, double check valve,

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**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

**MISSOURI SERVICE AREAS**

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****Rule 1 DEFINITIONS (continued)**

and appurtenances, all of which shall be owned, installed, and maintained by the company.

- (j) The "SERVICE CONNECTION" is the pipeline connecting the main to the customer's water service line, or outdoor meter setting including all necessary appurtenances. This service connection will be installed and owned by the company. If the property line is in a street, the said service connection shall be deemed to end at the edge of the street abutting the customer's property.
- (k) A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.
- (l) "TERMINATION OF SERVICE" is cessation of service requested by the customer.
- (m) The word "UNIT", or "LIVING UNIT" shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each rental unit of a multi-tenant rental property is considered as a separate unit for each single family or firm occupying same as a residence or place of business.
- (n) The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the customer, used to conduct water to the customer's unit from the property line or outdoor meter setting, including the connection to the meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the customer's property.

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CANCELLING P.S.C.MO.:

**FOUR SEASONS LAKESITES WATER AND SEWER COMPANY**

For

**MISSOURI SERVICE AREAS**

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****Rule 2 GENERAL**

- (a) Every applicant, upon signing an application for any water service rendered by the company, or any customer upon taking of water service, 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 water service or service in particular service areas are set forth in rate schedules and constitute a part of these rules.
- (c) The company reserves the right, subject to authority of the Missouri Public Service Commission, to prescribe additional rates and rules or to alter existing rates and rules as it may from time to time deem necessary and proper.

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**Rules Governing Rendering of  
Water Service****Rule 3 COMPANY EMPLOYEES AND CUSTOMER RELATIONS**

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

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**Rules Governing Rendering of  
Water Service****Rule 4 APPLICATIONS FOR SERVICE**

- (a) A written application for service, signed by the customer, stating the type of service required and accompanied by any other pertinent information, will be required from each customer before service is provided to any unit.
- (b) If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary according to the company's rule for extension of water mains.
- (c) When, in order to provide the service requested, a main extension or other unusual construction or equipment expense is required, the company shall require a written contract. Said contract may include, but not be limited to the obligations upon the company and the applicant, and shall specify a reasonable period of time necessary to provide such service.

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**Rules Governing Rendering of  
Water Service****Rule 5 INSIDE PIPING AND WATER SERVICE LINES**

- (a) The company will provide water service at the outdoor meter, or at the property line. There shall be one service line for each customer. Separate buildings shall be served through separate water service lines. An exception is a residential garage, or secondary use.
- (b) The service connection from the water main to the customer's property line shall be constructed, owned, and maintained by the company. The meter installation and setting shall be constructed and maintained by the company. Water service line construction and maintenance from the property line or meter setting to the building shall be the responsibility of the customer, and is subject to inspection by the company. Customers shall be responsible for the cost of repairing any damage to the company's mains, meters, and meter installations caused by the customer, his agent, or tenant.
- (c) The water service line shall be brought to the unit at a depth of not less than 36 inches and have a minimum inside diameter of 3/4 inch. The customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. When in doubt, a 1 inch inside diameter is recommended. A valve must be installed in the service line where it enters the unit. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.
- (d) Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least 160 psi working pressure.
- (e) The company will not install a service connection to a vacant lot.
- (f) Any change in the location of an existing service connection requested by the customer shall be made at his expense.

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**Rules Governing Rendering of  
Water Service****Rule 5 INSIDE PIPING AND WATER SERVICE LINES (continued)**

- (g) The company shall have the right to enter the customer's premises for the purposes of inspection to ensure compliance to these rules. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- (h) Water service lines and service connections may not be extended along public streets or roadways or through property of others in connecting with the company's mains. The service connection may, however, extend through the water main easement and roadway easement as necessary in order to be connected to a main located across and adjacent to a street in front of the customer's living unit. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the company.
- (i) Any customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any customer's plumbing classified as an actual or potential backflow hazard in the regulations of the Missouri Department of Natural Resources, 10 CSR 60 - 11, shall be required to install and maintain a backflow prevention device. This rule may also apply to customers on whose premises it is impossible or impractical for the company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the company. The company reserves the right to require backflow prevention devices from all customers categorically regardless of what a cross connection survey may reveal.

The cost of installation, inspection and certification of the backflow prevention device shall be borne by the customer. In situations where the Company reasonably determines that such a device is needed, but the Customer refuses to install a backflow prevention device, the Company may install the device and place the applicable cost on the Customer's next regular bill as a separate line item. Failure of the customer to pay this amount shall be grounds for discontinuance of service by the Company.

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**Rules Governing Rendering of  
Water Service****Rule 5 INSIDE PIPING AND WATER SERVICE LINES (continued)**

- (j) Installation of pressure reduction devices is at the discretion of and cost to the customer. Any maintenance or repairs to pressure reducing devices or equipment is the responsibility of the customer. Any pressure reducing device installed by the Customer shall be located within the Customer's premises.

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**Rules Governing Rendering of  
Water Service****Rule 6 IMPROPER OR EXCESSIVE USE**

- (a) No customer shall be wasteful of the water supplied to the unit by his willful action or inaction. It shall be the responsibility and duty of each customer to maintain all piping and fixtures at the unit in a good and efficient state of repair at all times.
- (b) No customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The company shall deny or discontinue service where customer's water service line or inside piping may, in the opinion of the company, cause a cross connection with non-potable water or otherwise jeopardize the health and safety of other customers or the company's facilities.
- (c) The customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the company's mains.
- (d) The customer shall not tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the meter yoke, or allow any such action.
- (e) The customer shall not attempt to take unmetered water from the company mains either by an unauthorized tap or direct connection to service connection nor, by connection to a fire hydrant or blowoff.
- (f) Customers will not be permitted to supply water in any way to premises other than the service address, nor to permit others to use their hose or attachments, nor leave them exposed to use by others without permission from the water company.

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**Rules Governing Rendering of  
Water Service****DISCONTINUANCE OF SERVICE BY COMPANY**

- (a) The company may discontinue water service for any of the following reasons:
1. Nonpayment of a delinquent account not in dispute.
  2. Failure to post a security deposit or guarantee acceptable to the utility.
  3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the customer's premises.
  4. Failure to comply with the terms and conditions of a settlement agreement.
  5. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.
  6. Violation of any of these rules on file with and approved by the Public Service Commission, or for any condition which adversely affects the safety of the customer or other persons, or the integrity of the utility's delivery system.
  7. Non payment of a sewer bill issued by the company, or by a sewer utility requesting discontinuance of water service by an approved agreement between the company and such sewer utility. When water service is discontinued for this reason, any service charges for turn on/off or disconnection/reconnection within these rules shall not apply, and notice to the customer shall be provided by rules and procedure applicable to the customer's sewer service in lieu of notification required by these rules.
  8. No advance notice to the customer of discontinuance is required when the customer's premises is unoccupied and it becomes apparent to the Company that broken pipes are causing the escape of water on the customer's premises.

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**Rules Governing Rendering of  
Water Service****Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY (continued)**

- (b) The company may discontinue service after notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is hand delivered to the customer, it shall be done at least ninety-six (96) hours prior to discontinuance. If the company intends discontinuance of service to a multi-tenant dwelling, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance. Service of notice by mail is complete upon mailing. Discontinuance shall not occur more than eleven (11) business days after the date given as the discontinuance date. See 4 CSR 240-13.050(3).
- (c) The company shall make reasonable effort to communicate with the customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. Reasonable efforts shall include either an additional written notice, a doorhanger notice, or at least two telephone call attempts reasonably calculated to reach the Customer. If discontinuance of service would affect an occupant who is not the company's customer, or is not responsible for payment of the bill, then the company shall make reasonable effort to inform such occupant(s) provided the company is aware or has been informed that such occupant(s) exist.
- (d) The company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to 21 days, and the company may require proof of a medical emergency.
- (e) Discontinuance of service will be made from 8:30 A.M. to 4:00 P.M. Central time. Company personnel shall identify themselves and announce the intention to disconnect service, or leave a conspicuous notice of the disconnect.
- (f) The provisions of paragraphs (c) and (e) above may be waived if safety of company

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**Rules Governing Rendering of  
Water Service****Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY (continued)**

personnel while at the premises is a consideration.

- (g) Discontinuance of service to a unit for any reason shall not prevent the company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer.
- (h) In case the company discontinues its service for any violation of these rules, then any monies due the company shall become immediately due and payable.
- (i) The company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- (j) The company shall deal with customers and handle customer accounts in accordance with the Public Service Commission's Utility Billing Practices, 4 CSR 240 - 13.

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**Rules Governing Rendering of  
Water Service****Rule 8 TERMINATION OF SERVICE AT CUSTOMER'S REQUEST**

- (a) Service will be terminated at the customer's request, by giving not less than twenty-four (24) hours written notice to the company during its regular office hours. The company shall, on the requested day, read the customer's meter and charges for water service rendered up to and including the time of termination shall be computed and will become due and payable immediately.
- (b) A customer may request temporary termination of service for any length of time for his own convenience; however, the customer shall still be charged for service at the appropriate rate during the time the service is turned off. Turn off and turn on charges are specified in the schedule of service charges. If the customer is requesting seasonal termination of service for a second or vacation home, the customer may tender such request in writing in person at the office or via certified mail with a return receipt requested so as to have the capacity to show proof such request was made. Similarly, when such customer requests reinstatement of the seasonal termination, such request shall be made via certified mail with return receipt requested or in writing in person at the office of the company. Requests for termination of service may be initiated by telephone, but the customer must confirm within 36 hours by certified mail. Written documentation is required. The Company will not be responsible for any losses for not following customer's instructions unless instructions are in writing and there is proof the Company received the instructions.

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**Rules Governing Rendering of  
Water Service****Rule 9 INTERRUPTIONS IN SERVICE**

- (a) The company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system.
- (b) Whenever service is interrupted for repairs, all customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize interruption of service.
- (c) No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the company.
- (d) In order to avoid service problems when extraordinary conditions exist, the company reserves the right, at all times, to determine the limit of and regulate in a reasonable and non-discriminatory manner, and where practical, the maximum amounts of water drawn from the company mains. This includes situations where the company discontinues service at an unoccupied dwelling unit during months when it is possible frozen pipes have burst and created a hazard to the customer's residence. In such situations the company will make reasonable efforts to contact the customer or a representative of the customer in a timely manner in an effort to minimize negative effects of such hazard.

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## MISSOURI SERVICE AREAS

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## Rules Governing Rendering of Water Service

## Rule 10 BILLS FOR SERVICE

- (a) The charges for water service shall be at the rates specified in the rate schedules on file with the Missouri Public Service Commission. Other service charges, such as for turn-off or turn-on, are set forth in the Schedule of Service Charges in these rules.
- (b) A customer who has made application for water service to a unit shall be responsible for payment for all water service provided to him at said unit from the date of connection until the customer requests termination of service, (See Rule 8) or the company discontinues service.
- (c) Each customer is responsible for furnishing the company with the correct address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account is delinquent. Bills and notices relating to the company or its business will be mailed or delivered to the mailing address entered in the customer's application unless the company is notified in writing by the customer of a change of address.
- (d) Payments shall be made at the office of the company or at such other places conveniently located as may be designated by the company or by ordinary mail. However, payment must be received by the close of business on the due date.
- (e) 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. Customers will be held responsible for charges based on service provided.
- (f) A separate bill shall be rendered for each customer with itemization of all water service charges. All bills for service shall state the due date. The company shall have the right to render bills monthly.
- (g) Bills for residential service shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a weekend, 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.

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**Rules Governing Rendering of  
Water Service****Rule 10 BILLS FOR SERVICE (continued)**

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. In addition the company shall add a late payment charge to bills which become delinquent. Such late payment charges are listed in the Schedule of Service Charges. The company shall not be required to restore or connect any new service for such delinquent customer(s) until the unpaid account due the company under these Rules has been paid in full or arrangements satisfactory to the company have been made to pay said account. The company shall have the right to charge to the Customer's account reasonable costs and fees incurred in collecting delinquent amounts in addition to late charges.

- (h) When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be the monthly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.
- (i) 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 (5) years; or has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or is unable to establish a credit rating with the company. Adequate credit rating for a residential customer shall be established if the customer: owns or is purchasing a home; or is and has been regularly employed full time for at least one year; or has an adequate and regular source of income; or can provide credit references from a commercial credit source.
- (j) The company may require a security deposit or other guarantee of payment as a condition of continued service if: the water service of the customer has been discontinued for non-payment of a delinquent account not in dispute; or the utility service to the unit has been diverted or interfered with in an unauthorized manner; or the customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods, or two (2) out of four (4) consecutive quarterly billing periods.

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**Rules Governing Rendering of  
Water Service****Rule 10 BILLS FOR SERVICE (continued)**

- (k) The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- (l) Interest at the rate of six percent (6%) per annum compounded annually shall be payable on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest may be credited to the customer's account.
- (m) After a customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- (n) The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- (o) All billing matters involving residential customers shall be handled in accordance with the Public Service Commission's Utility Billing Practices, 4 CSR 240-13.
- (p) If a customer tenders a check to the company for payment of water service and such check is returned unpaid by the company's bank, the company may require payment for that bill to be made in the form of a cashier's check, money order, or cash, with the addition of a returned check charge, as shown in the Schedule of Service Charges.

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**Rules Governing Rendering of  
Water Service****Rule 11 METERS AND METER INSTALLATIONS**

- (a) All permanent service connections shall be metered. The company's installed meter shall be the standard for measuring water used to determine the bill.
- (b) All meters and meter installations shall be furnished, installed, maintained, owned and removed by the company.
- (c) The company shall have the right to determine on the basis of the customer's flow requirements the type and size of meter to be installed and location of same. If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the customer, the cost of installing such meter shall be paid by the customer.
- (d) Service to any one customer shall be furnished through a single metering installation. Where a building is occupied by more than one tenant, the building shall be served by one meter and the Company will contract with only one Customer.
- (e) The meters and meter installations furnished by the company shall remain its property, and the owners of premises wherein they are located shall be held responsible for their safekeeping. For failure to protect same against damage, the company may refuse to supply water until the company is paid for such damage. The amount of the charge shall be the cost of the necessary replacement parts, the labor cost and charges for equipment used if necessary to make the repair.
- (f) The meter will be installed at or near the customer's property line; it shall be placed in a meter box vault constructed by the company in accordance with its specifications. The company shall furnish and install suitable metering equipment for each customer except where installation in a special setting is necessary, in which case the excess cost of installation shall be paid by the customer.

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**Rules Governing Rendering of  
Water Service****Rule 11 METERS AND METER INSTALLATIONS (continued)**

- (g) The customer shall promptly notify the company of any defect in, or damage to, the meter setting.
- (h) Any change in the location of any existing meter or meter setting at the request of the customer shall be made at the expense of the customer, and with the approval of the company.

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**Rules Governing Rendering of  
Water Service****Rule 12 METER TESTS AND TEST FEES**

- (a) Any customer may request the company to make a special test of the accuracy of the meter through which water is supplied to him. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by regulations of the Public Service Commission.
- (b) The company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the company upon the request of the customer without charge if the meter has not been tested within twelve (12) months preceding the requested test. If the meter has been tested within the twelve (12) previous months and is accurate within five percent (5%) then the meter testing charge shown in the Schedule of Service Charges will apply.
- (c) A meter test requested by the customer may be witnessed by the customer or his duly authorized representative, except for tests of meters larger than a two (2) inch inlet, which will be conducted by the meter manufacturer. A certified copy of the test report will be provided to the customer.
- (d) If a test shall show an average error of more than five percent (5%), billings shall be adjusted as provided by these Rules.

\*Indicates new rate or test

+Indicates change

DATE OF ISSUE \_\_\_\_\_

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month day year

month day year

ISSUED BY:

Name of Officer: \_\_\_\_\_

Title: President Address: P.O. Box 608, Lake Ozark, Missouri 65049Peter N. Brown

CANCELLING P.S.C.MO.:

FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****Rule 13 BILL ADJUSTMENTS BASED ON METER TESTS**

- (a) Whenever any test by the company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Public Service Commission, the company shall adjust the customer's bills by the amount of the actual average error of the meter and not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration shall be determined as follows:
- (1) Where the period of error can be shown, the adjustment shall be made for such period.
  - (2) Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
- (b) If the meter is found on any such test to under-register, the company may render a bill to the customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the company was not at fault for allowing the inaccurate meter to remain in service.
- (c) If the meter is found faster than allowable, the company shall refund to the customer concerned any overcharge caused thereby during the period of inaccuracy as above defined. Said refund may, at the company's option, be in the form of a credit to the customer's bill.

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**Rules Governing Rendering of  
Water Service****Rule 14 EXTENSION OF WATER MAINS**

- (a) This rule shall govern the extension of mains by the company within its certificated area where there are no water mains.
- (b) Upon receipt of a written application for a main extension, the company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. Applicable income tax cost will be added to this estimate calculated at the maximum rate.
- (c) When the applicant's property is too far from existing facilities and it is economical for a new source of supply to be constructed to serve the applicant's property, the applicant may be required, as a part of the extension agreement, to subsidize the costs associated with said new source until enough additional customers justify the cost to the company of owning and operating said source of supply. Such subsidization shall be based on a limit of capital investment by the company of \$1,000 per customer connected to the said new source, not to exceed the original cost to construct the well and applicable appurtenances and only during the first ten years following completion of an approved facility. Said new supply source (well) shall be in lieu of a main extension and to follow the same rules as a main extension.
- (d) 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 paragraph (b) above, plus any applicable customer connection fee. The contract may allow the customer to contract with an independent contractor for the installation and supply of material, except that mains of 12" or greater diameter must be installed by the company, and the reconstruction of existing facilities must be done by the company.
- (e) The cost to an applicant or applicants connecting to a main extension contributed by other applicant(s) shall be as follows:

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FOUR SEASONS LAKESITES WATER AND SEWER COMPANY

For

MISSOURI SERVICE AREAS

Name of Issuing Corporation

**Rules Governing Rendering of  
Water Service****Rule 14 EXTENSION OF WATER MAINS (continued)**

- (3) During the first ten years after the main extension is completed, the company will refund to the applicant(s) who paid for the extension moneys collected from applicant(s) in accordance with paragraph (d) above. The refund shall be paid within 30 days after the money is collected.
- (4) The sum of all refunds to any applicant shall not exceed the total contribution, adjusted for taxes associated with the extension, which the applicant(s) has paid.
- (g) Extensions made under this rule shall be and remain the property of the company.
- (h) The company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such customers. Ten (10) years after an extension, both the refunds to the original applicants and payment to the company by new customers, cease for that extension.
- (i) Extensions made under this rule shall be of company approved pipe sized to meet water service requirements. If the company chooses to size the extension larger in order to meet the company's overall system requirements, the additional cost caused by the large size of pipe shall be borne by the company.
- (j) No interest will be paid by the company of payments for the extension made by the applicant(s).
- (k) If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the company without cost to the company, before the extension will be made.

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