

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Grubb  
Date Requested: 06/03/03  
Information Requested:

Please make available for review the Board of Director's meeting minutes since January 1, 2000 through current for:

1. American Water Works Company, Inc.

2. American Water Service Company

American Water Resources

Requested By: John Cassidy

Information Provided: \_\_\_\_\_  
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The attached information provided to the Missouri Public Service Commission Staff in response to the above data information request is accurate and complete, and contains no material misrepresentations or omissions, based upon present facts of which the undersigned has knowledge, information or belief. The undersigned agrees to immediately inform the Missouri Public Service Commission Staff if, during the pendency of Case No. WR-03-500 before the Commission, any matters are discovered which would materially affect the accuracy or completeness of the attached information.

If these data are voluminous, please (1) identify the relevant documents and their location (2) make arrangements with requestor to have documents available for inspection in the Missouri American Water Company office, or other location mutually agreeable. Where identification of a document is requested, briefly describe the document (e.g. book, letter, memorandum, report) and state the following information as applicable for the particular document: name, title, number, author, date of publication and publisher, addresses, date written, and the name and address of the person(s) having possession of the document. As used in this data request the term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies of data, recordings, transcriptions and printed, typed or written materials of every kind in your possession, custody or control within your knowledge. The pronoun "you" or "your" refers to Missouri American Water Company and its employees, contractors, agents or others employed by or acting in its behalf.

Signed By:

Date Response Received:

Prepared By:

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Began  
Date Requested: 07/03/03  
Information Requested:

1. Provide a list of all American Water Resources Board of Director members that also serve as a member of the Board of Directors or as an executive for:

- A) Missouri American Water Company
- B) American Water Works Company
- C) American Water Works Service Company
- D) American Water Services, Inc.

2. Provide a list of all American Water Resources executives that also serve as executive or as a member of the Board Directors for:

- A) Missouri American Water Company
- B) American Water Works Company
- C) American Water Works Service Company
- D) American Water Services, Inc.

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Began  
Date Requested: 07/03/03  
Information Requested

1. Provide a detailed description of what products and services American Water Services, Inc. (AWS) provides. This should supplement the information that was supplied on page 2 of the CAM which is attached to the direct testimony of Company witness Ed Grubb.

2. Provide a list of all affiliated (regulated or nonregulated) companies under American Water Works Company, Inc. that AWS conducts any transactions with.

Provide a detailed description of all transactions between AWS and the following companies.

- A) American Water Works Company, Inc
- B) American Water Service Company,
- C) Missouri American Water Company
- D) American Water Resources

Also indicate how these transactions are recorded on the books and records

Provide a list of all AWS Board of Director members who also serve on the Board of Directors or serve as executives for any of the following companies:

- A) American Water Works Company, Inc.
- B) American Water Service Company
- C) Missouri American Water Company

4. Provide a list of all AWS executives who also serve on the Board of Directors or serve as executives for any of the following companies:

- A) American Water Works Company, Inc
- B) American Water Service Company
- C) Missouri American Water Company

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Began  
Date Requested: 07/03/03  
Information Requested:

1. Provide all expected transactions or changes that American Water Works Company, Inc. has discussed that would impact the operations of Missouri American Water Company in any way. Please describe in detail and provide a timetable of any such changes.
2. For Missouri American Water Company, itemize any and all costs that have been incurred either directly or allocated to facilitate the plans in item 1 above. Provide dates and accounts charged.
3. Provide all expected transactions or changes that American Water Works Company, Inc. has discussed that would impact the operations of American Water Service Company in any way. Please describe in detail and provide a timetable for any such changes.
4. For Missouri American Water Company, itemize any and all costs that have been incurred either directly or allocated to facilitate the plans in item 3 above. Provide dates and accounts charged.

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Grubb  
Date Requested: 07/22/03  
Information Requested:

1. Provide the amount American Water Resources (AWR) paid to Missouri American Water Company for its customer listing that AWR used to offer the water line protection program to Missouri American Water Company customers, in April 2003. Also indicate the date and the account numbers that this amount was booked to.

2. Provide a copy of any and all studies and analysis performed by any American Water Works entity that determined the value of the Missouri American Water Company customer list. Also, provide a copy of all supporting documentation and calculations.

Requested By John Cassidy

Information Provided:

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If these data are voluminous, please (1) identify the relevant documents and their location (2) make arrangements with requestor to have documents available for inspection in the Missouri American Water Company office, or other location mutually agreeable. Where identification of a document is requested, briefly describe the document (e.g. book, letter, memorandum, report) and state the following information as applicable for the particular document: name, title, number, author, date of publication and publisher, addresses, date written, and the name and address of the person(s) having possession of the document. As used in this data request the term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies of data, recordings, transcriptions and printed, typed or written materials of every kind in your possession, custody or control within your knowledge. The pronoun "you" or "your" refers to Missouri American Water Company and its employees, contractors, agents or others employed by or acting in its behalf.

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

Date Response Received: \_\_\_\_\_

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

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Grubb  
Date Requested: 07/22/03  
Information Requested:

Provide a copy of any and all studies and analysis performed by any American Water Works entity that would show a)total expenses, b) total revenues c)number of customers served and d)net profits on an annual basis, that American Water Resources expected to experience by offering the water line protection plan to Missouri American Water Company customers, during 2003, 2004, 2005 and 2006. Also provide a copy of all supporting documentation.

Requested By: John Cassidy

Information Provided: \_\_\_\_\_  
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Signed By: \_\_\_\_\_

Date Response Received: \_\_\_\_\_

Prepared By:

DATA INFORMATION REQUEST

Missouri American Water Company

CASE NO. WR-03-500

Requested From: Ed Grubb

Date Requested: 07/22/03

Information Requested:

By month, during 2003, provide actual revenues, actual number of customers served, actual expenses and actual net income that American Water Resources, has experienced via Missouri American Water Company customers, since offering the water line protection plan to Missouri American Water Company customers. Continue to update this by month on an ongoing basis.

Requested By: John Cassidy

Information Provided:

Multiple horizontal lines for providing information.

The attached information provided to the Missouri Public Service Commission Staff in response to the above data information request is accurate and complete, and contains no material misrepresentations or omissions, based upon present facts of which the undersigned has knowledge, information or belief. The undersigned agrees to immediately inform the Missouri Public Service Commission Staff if, during the pendency of Case No. WR-03-500 before the Commission, any matters are discovered which would materially affect the accuracy or completeness of the attached information.

If these data are voluminous, please (1) identify the relevant documents and their location (2) make arrangements with requestor to have documents available for inspection in the Missouri American Water Company office, or other location mutually agreeable. Where identification of a document is requested, briefly describe the document (e.g. book, letter, memorandum, report) and state the following information as applicable for the particular document: name, title, number, author, date of publication and publisher, addresses, date written, and the name and address of the person(s) having possession of the document. As used in this data request the term "document(s)" includes publication of any format, workpapers, letters, memoranda, notes, reports, analyses, computer analyses, test results, studies of data, recordings, transcriptions and printed, typed or written materials of every kind in your possession, custody or control within your knowledge. The pronoun "you" or "your" refers to Missouri American Water Company and its employees, contractors, agents or others employed by or acting in its behalf.

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

Date Response Received: \_\_\_\_\_

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

DATA INFORMATION REQUEST  
Missouri American Water Company  
CASE NO. WR-03-500

Requested From: Ed Grubb  
Date Requested: 07/22/03  
Information Requested:

1. By month, from the date that American Water Resources began offering the water line protection service (please specify this date) through current, provide the actual revenues, actual expenses, actual number of customer served and actual net profit that American Water Resources has experienced from offering the water line protection program to the following utility affiliates:

Indiana American  
New Jersey American  
Long Island American  
Pennsylvania American  
Ohio American

2. Provide a copy of any and all studies and analysis performed by any American Water Works entity that would show the expected a) total expenses, b) total revenues, c) number of customers served and d) net profit that American Water Resources would expect to experience annually, by offering the water line protection plan to the following utility affiliates:

Tennessee American  
Iowa American  
Illinois American  
West Virginia American  
Kentucky American  
California American  
Arizona American  
New Mexico American  
Virginia American  
Maryland American  
Texas American  
Michigan American

Include a copy of all supporting documentation.

3. Provide a copy of any and all studies and analysis performed by any American Water Works entity that would show the expected a) total expenses, b) total revenues c) number of customers served and d) net profit that American Water Resources would expect to experience annually, by offering the sewer line protection program to New Jersey American customers. . Include a copy of all supporting documentation.



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

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

312 EAST CAPITOL AVENUE  
P.O. BOX 456  
JEFFERSON CITY, MISSOURI 65102-0456  
TELEPHONE (573) 635-7166  
FACSIMILE (573) 635-3647  
E-MAIL: DCOOPER@BRYDONLAW.COM

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

OF COUNSEL  
RICHARD T. CIOTTONI

June 16, 2003

**HAND DELIVERED**

Mr. Cliff Snodgrass  
Missouri Public Service Commission  
Governor State Office Building, 8<sup>th</sup> Floor  
Jefferson City, Missouri 65101

Re: Case No. WR-2003-0500  
Missouri-American Water Company

Dear Cliff:

Missouri-American Water Company ("MAWC") is in receipt of the Commission Staff's Data Requests Nos. 143 and 144. Staff Data Request 143, among other things, requests that MAWC provide a list of the members of the board of directors and executives for American Water Resources ("AWR"). Staff Data Request 144, among other things, requests that MAWC provide the board of directors' minutes for AWR and American Water Works Company, Inc. ("AWW"). This letter should be considered an objection on behalf of MAWC to sections 1d and 2d of Staff Data Request 143 and to sections A and C of Staff Data Request 144, in accordance with 4 CSR 240-2.090(2), for the following reasons:

- A) The responsive information is not in the possession, custody or control of MAWC; and,
- B) The responsive information is not reasonably calculated to lead to the discovery of admissible evidence in that: (1) AWR and AWW are beyond the jurisdiction of the Missouri Public Service Commission; (2) neither a list of directors and executives, nor a copy of the minutes, is related to the transactions, or lack thereof, between MAWC and AWW and/or AWR; and, (3) AWR is a subsidiary corporation of AWW that offers various services not provided by MAWC, to customers other than MAWC.

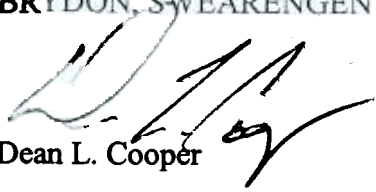
Mr. Cliff Snodgrass  
June 16, 2003  
page 2

If you have any questions, please contact me.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:

  
Dean L. Cooper

DLC/tli  
cc: David Abernathy  
Edward Grubb

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**

PROFESSIONAL CORPORATION

312 EAST CAPITOL AVENUE

P.O. BOX 456

JEFFERSON CITY, MISSOURI 65102-0456

TELEPHONE (573) 635-7166

FACSIMILE (573) 635-3847

E-MAIL: DCOOPER@BRYDONLAW.COM

DAVID V.G. BRYDON  
JAMES C. SWEARENGEN  
WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON

PAUL A. BOUDREAU  
SONDRA B. MORGAN  
CHARLES E. SMARR

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BRIAN T. MCCARTNEY  
DIANA C. FARR  
JANET E. WHEELER

OF COUNSEL  
RICHARD T. CIOTTONI

July 11, 2003

**VIA FAX TRANSMISSION AND HAND DELIVERED**

Mr. Cliff Snodgrass  
Missouri Public Service Commission  
Governor State Office Building, 8<sup>th</sup> Floor  
Jefferson City, Missouri 65101

Re: Case No. WR-2003-0500  
Missouri-American Water Company

Dear Cliff:

Missouri-American Water Company ("MAWC") is in receipt of the Commission Staff's Data Requests Nos. 252, 253, 254 and 256. Data Requests Nos. 252, 253 and 254 ask MAWC to provide information related to the board of directors and officers of American Water Resources ("AWR"); a detailed organization chart, description of relationship of companies and description of all transaction between all affiliates of American Water Works Company, Inc. ("AWW"); and a description of products provided by, all companies that transact business with, a description of transactions with, the board of directors of and officers of American Water Services, Inc. ("AWS"). Staff Data Request 256 asks for all "expected transactions or changes that American Water Works Company, Inc. has discussed that would impact the operations of [Missouri-American Water Company/American Water Service Company] in any way," as well as costs incurred related to such discussions.

This letter should be considered an objection on behalf of MAWC to sections 1B, 1D, 2B and 2C of Staff Data Request 252; all sections of Staff Data Request 253; and to sections 1, 2, 3A, 3D, 3A (the second section 3), and 4A of Staff Data Request 254, in accordance with 4 CSR 240-2.090(2), for the following reasons:

- A) The responsive information is not in the possession, custody or control of MAWC;
- B) The responsive information is not reasonably calculated to lead to the discovery of admissible evidence in that: (1) AWR, AWS and AWW are not regulated by the

Mr. Cliff Snodgrass

July 11, 2003

page 2

Missouri Public Service Commission; (2) the information requested is not related to transactions between MAWC and other entities; (3) AWR and AWS are subsidiary corporations of AWW that offer various services not provided by MAWC, to customers other than MAWC; and, (4) AWW neither charges to, nor receives charges from, MAWC related to services and, thus, does not have any impact upon MAWC's rates; and,

- C) The requests are vague, overly broad and will cause undue burden and expense in that the requests are not related to issues that are relevant to MAWC and the setting of its rates and its regulation by the Missouri Public Service Commission.

This letter should be considered an objection on behalf of MAWC to all sections of Staff Data Request 256 for the following reasons:

MAWC objects to this data request because it is vague, overly broad and will cause undue burden and expense in that there are an infinite number of ideas that may be "discussed" that would "impact the operations" of the subject companies in "any way."

Please contact me to discuss whether we can reach agreement whereby MAWC can provide alternate information that will satisfy the Staff's concerns. In particular, MAWC remains committed to providing information concerning transactions in which MAWC is involved.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:

  
Dean L. Cooper

DLC/tli

cc: David Abernathy

Edward Grubb

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

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

312 EAST CAPITOL AVENUE  
P.O. BOX 456  
JEFFERSON CITY, MISSOURI 65102-0456  
TELEPHONE (573) 635-7166  
FACSIMILE (573) 635-3847  
E-MAIL: DCOOPER@BRYDONLAW.COM

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

OF COUNSEL  
RICHARD T. CIOTTONE

July 31, 2003

**HAND DELIVERED**

Mr. Cliff Snodgrass  
Missouri Public Service Commission  
Governor State Office Building, 8<sup>th</sup> Floor  
Jefferson City, Missouri 65101

Re: Case No. WR-2003-0500  
Missouri-American Water Company

Dear Cliff:

Missouri-American Water Company ("MAWC") is in receipt of the Commission Staff's Data Requests Nos. 276, 277, 278 and 279. Data Requests Nos. 276, 277, 278 and 279 ask MAWC to provide various studies and analysis which may have been performed by "any American Water Works entity"; certain revenue, customer, expense and net income numbers related to American Water Resources ("AWR"); and, information related to services AWR offers in seventeen (17) states, other than Missouri.

This letter should be considered an objection on behalf of MAWC to section 2 of Staff Data Request 276 and all sections of Staff Data Requests 277, 78 and 279, in accordance with 4 CSR 240-2.090(2), for the following reasons:

- A) The responsive information is not in the possession, custody or control of MAWC;
- B) The responsive information is not reasonably calculated to lead to the discovery of admissible evidence in that: (1) AWR is not regulated by the Missouri Public Service Commission; (2) the information requested is not related to transactions between MAWC and other entities; and (3) AWR is a subsidiary corporation of American Water Works Company, Inc. that offers various services not provided by MAWC, to customers other than MAWC; and,
- C) The requests are vague, overly broad and will cause undue burden and expense in

Mr. Cliff Snodgrass  
July 31, 2003  
page 2


that the requests are not related to issues that are relevant to MAWC and the setting of its rates and its regulation by the Missouri Public Service Commission.

Please contact me to discuss whether we can reach agreement whereby MAWC can provide alternate information that will satisfy the Staff's concerns. In particular, MAWC remains committed to providing information concerning transactions in which MAWC is involved.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:

  
Dean L. Cooper

DLC/tli  
cc: David Abernathy  
Edward Grubb



# Missouri-American Water Company

535 North New Ballas Road St. Louis, Missouri 63141

An American Water System Company

Robert Schallenberg

Dear Robert Schallenberg:

From one homeowner to another, I'm asking you to please take a few minutes now to learn about a simple program that can save you thousands of dollars and many sleepless nights.

**Costs for repairing your water line could amount to thousands of dollars.**

You may not realize it, but as a homeowner, you own the water line that runs through your property between the street and your home. At any time, normal wear and tear can cause your water line to leak or break, as shown on the enclosed diagram. You can't prevent it. You can't predict it. And, worst of all, most homeowner insurance policies do not cover repairing it, so you'll have to pay for it.

**For just pennies a day, you can be protected from unexpected worries and costs.**

In cooperation with our affiliate, American Water Resources, Inc., Missouri-American Water Company is pleased to introduce a special Water Line Protection Program to cover these unexpected costs and provide you with peace of mind. This also means that you won't have to spend hours searching for a qualified repair contractor — you can leave that up to the experts.

When you consider all the advantages, I'm sure you'll agree that this Program is one of the best opportunities available to you as a homeowner.

- Save thousands of dollars in unexpected repairs for just pennies a day (\$4 a month)
- Enjoy peace-of-mind protection from the most experienced water resource manager in the country
- Eliminate the hassles of searching for a qualified repair contractor

We are pleased to make the protection you need and the peace of mind you deserve available to you while continuing to deliver the quality service you depend on from Missouri-American.

Please carefully read the Program terms and conditions on the back of this letter, and keep this information for future reference. Take advantage of this "Special Introductory Offer" and for just pennies a day, I'm sure you will agree that the Water Line Protection Program is a good value. So, I encourage you to complete the enclosed enrollment form today. For only \$4 a month, you will be protected from the expense and worry that a broken water line can cause.

Sincerely,

Eric W. Thornburg  
President

P.S. For just pennies a day, you can save thousands of dollars and countless hours of worry and hassle.

**EXHIBIT B**

0005192-48



**AMERICAN WATER RESOURCES, INC.**

American Water Resources, Inc. an affiliate of Missouri-American Water Company is dedicated to offering products and services that enhance those services currently offered by Your regulated water provider.

**WATER LINE PROTECTION PROGRAM**

This agreement is between American Water Resources, Inc. and You, a participant in the Water Line Protection Program, hereinafter referred to as the Contract or the Program. Please read the Contract and retain it for Your records.

**THIS AGREEMENT COVERS**

American Water Resources, Inc.'s Water Line Protection Program will cover the cost for repair of Your Customer-Owned Water Line should You have a water leak caused by normal wear and tear.

**DEFINITIONS**

**"Administrator"** means American Water Resources, Inc., 1410 Discovery Parkway, Alton, Illinois 62002. Toll Free 1-888-758-8931.

**"Confirmation Letter"** means the acknowledgement letter You will receive from Us following enrollment outlining Your Program specifications. The Confirmation Letter will include the following information:

- Your Name
- Your Covered Address
- Your Customer Number
- Your Program Effective Date
- Your Program Term

**"Customer-Owned Water Line"** means the section of the single water supply line You own that runs from Your home to the connection owned by Missouri-American Water Company, Inc. It does not include any connections/ extensions such as water lines to sprinklers and/or agricultural meters.

- If the meter is located inside Your home, it is the section of the water supply line from the shut-off valve to the inlet side of the meter.
- If the meter is located outside Your home, it is the section of the water supply line from the outlet side of the meter to the shut-off valve inside Your home.

**"Effective Date"** means the date protection begins under the Program, which is thirty (30) days after Your Enrollment Date. Your Program Effective Date is listed on Your Confirmation Letter.

**"Enrollment Date"** means the date Your enrollment form is received, processed and confirmed by Us.

**"Lapse of Coverage"** means We requested payment from You for an additional Term or Your periodic Program fee and We did not receive Your full payment within thirty (30) days from the date said payment was due. The Program will lapse without notice.

**"Program"** means American Water Resources, Inc.'s Water Line Protection Program.

**"Term"** means the period of time, from the Program Effective Date, Your Program will be in effect. The Program Term is annual [three hundred sixty five (365) days] unless it is terminated or canceled sooner as provided herein. Your Program Term is listed on Your Confirmation Letter.

**"We", "Us" and "Our"** mean the Administrator.

**"You" and "Your"** mean a residential customer and customer of record of Missouri-American Water Company, the homeowner of a single-family residence and the purchaser of this Program.

**ELIGIBILITY FOR PROTECTION**

You must be a residential customer, customer of record of Missouri-American Water Company and owner of the residence to which the Customer-Owned Water Line is attached. The Customer-Owned Water Line must be free of leaks and in working order prior to Your Enrollment Date in the Program. Homeowners in multi-unit dwellings such as condominiums, town homes, duplexes and apartment houses are not eligible for the Program.

**PERIOD OF PROTECTION**

Program Protection initiates thirty (30) days after Your Enrollment Date. Your protection will continue for the Term listed on Your Confirmation Letter. Your Program Term can automatically be extended provided You make timely payments to Us at the then-current annual Program fee. If You purchase additional Terms without a Lapse of Coverage, Your protection will remain the Program Effective Date listed on Your Confirmation Letter. If the Program lapses as outlined under "Lapse of Coverage," You may re-enroll in the Program at any time subject to a new Enrollment Date and Effective Date.

**LIMIT OF PROTECTION**

The maximum amount We will pay for any covered repair under the Program is \$3,000 per occurrence. Before the line is repaired, if a permit is required, We will obtain proper permitting before work will commence. We will provide basic site restoration to the repair area once the repair work is completed. Site restoration is limited to filling in, raking and reseeding one time only. All repairs to Your Customer-Owned Water Line will comply with local water code requirements. Any subsequent repair made within 60 days of a prior covered repair will be considered as a part of that prior covered repair and limited to the \$3,000 per occurrence limit. If a permit was acquired to commence work on covered water lines and requires a sidewalk, located in a public easement, to be repaired, the Program will provide repair of said sidewalk up to \$600. Cost to repair sidewalks applies toward the Program \$3,000 maximum. You will not, unless at Your own expense, engage a contractor or otherwise incur costs to repair the Customer-Owned Water Line on Our behalf. You may neither transfer the Program to a new owner of the covered property nor transfer the Program to a different residence owned by You.

**THIS AGREEMENT DOES NOT COVER**

- Damage to Customer-Owned Water Line incurred or existing prior to the Program Enrollment Date.
- Damage to Customer-Owned Water Line caused by the actions or negligence of You or third parties.
- Damage to Customer-Owned Water Line caused by natural disasters, or acts of nature, including, but not limited to, earthquakes, floods, landslides or sinkholes or any other insurable cause.
- Any consequential, incidental or special damages You incur including lost water, regardless of whether they are caused by delays, failure to service or for conditions beyond the control of the Administrator.
- Restoration of trees, shrubs, paved surfaces, or structures, for any reason.
- Any damage to finished or unfinished walls or surfaces inside Your home necessary to access and repair Your Customer-Owned Water Line.
- Leak repairs to any interior pipes beyond the shut-off valve inside Your home.
- Restoration of sidewalks not located in public easement. Also, restoration of sidewalks located in public easements but not required on the permit.
- Removal of debris necessary to access and repair Your Customer-Owned Water Line, including but not limited to old cars, trash, storage, rocks or materials.
- Movement of the meter at the time of repair, unless required by local code.
- Coverage for multi-unit housing including, but not limited to, town homes, condominiums, duplexes and apartment houses; and any facility used for commercial purposes.
- Updating non-leaking pipes to meet code, law or ordinance requirements or changes thereto.
- Movement of working pipes and/or lines.

**YOUR RESPONSIBILITIES**

If You suspect there is a water leak, call the toll-free number shown on Your water bill from Missouri-American Water Company who will investigate the source of the problem. In the event Missouri-American Water Line, then You must contact Us at toll free 1-888-758-8931 to request a repair. We will arrange to have an approved, independent contractor call You to set up a time to come out to Your home. The contractor will contact You within 12 hours for emergency service, or by 5:00 pm the next business day for all other service, to arrange for repair of Your Customer-Owned Water Line.

If a permit was acquired that requires repair to sidewalks located in public easements, and the cost to repair exceeds the Program maximum of \$500, it is Your responsibility to pay any additional costs. If repair cost to the Customer-Owned Water Line exceeds the Program maximum of \$3,000, it is Your responsibility to pay any additional costs. Any costs in excess of the Program maximum will be stated to You before work is performed and We will send You an invoice for all expenses over any Program maximum. Beyond the previously outlined exceptions, You will not be charged any deductible or service call fees in conjunction with a covered repair. It is Your responsibility to secure permission (right-of-way) associated with gaining access to repair Your Customer-Owned Water Line that may pass through property that You do not own.

**ADMINISTRATOR'S RIGHTS**

We reserve the right to change Your Program fee and/or the Program terms and conditions with thirty (30) days written notice to You. We reserve the right to transfer or assign Your Program contract. You grant Us the right to obtain customer of record information from Missouri-American Water Company limited to Your name, address and any other pertinent information. This information will not be sold to any outside marketing companies.

**CANCELLATION**

You may cancel this Program at any time by mailing a cancellation request to American Water Resources, Inc., Attention: Water Line Protection Administrator, 1410 Discovery Parkway, Alton, Illinois 62002. If You cancel, the effective date of cancellation is the date We receive Your notice. You have thirty (30) days from Your Enrollment Date to cancel and receive a full refund of any payments made. Coverage will terminate for non-payment, without notice, thirty (30) days from the date payment was due. If Your Program protection has been cancelled due to non-payment, You may re-enroll in the Program with a new Enrollment Date and new Effective Date. We reserve the right to cancel the Program at any time upon ninety (90) days notice to You. Any refund as a result of the cancellation of the contract by either You or Us, will be determined on a prorated basis less the cost of any service performed under the Program. If You are owed a refund, it will be processed via the enrollment payment method You chose to join the Program.

**PAYMENT ARRANGEMENTS**

You may make payment for this Program by check. In the event that Your check is returned for Non-Sufficient Funds, Your status in the Program will be terminated as of your Enrollment Date without notice.

You may make payment for this Program by authorizing a charge to Your credit card account (Visa/MasterCard only). The charge to Your credit card account will be for a full year's participation in the Program. If Your credit card charge is not valid for any reason, Your status in the Program will be terminated as of your Enrollment Date without notice. In the event of Cancellation as provided above, the refund described in the Cancellation paragraph will be credited to Your credit card account.

**TAXES**

American Water Resources, Inc. will collect any and all appropriate taxes if required by the local municipal government (s), county government or the State of Missouri. These taxes will be collected at the time of payment. This Program is not currently taxed in the State of Missouri.

**LIMITATION OF LIABILITY**

In the event that Your property is not eligible for coverage under the terms and conditions of the Program, our only obligation is to refund any payments made by You to Us. Once we have paid You this refund, the Program will be voided as of Your Enrollment Date. The liability of the Administrator, its affiliated companies, its officers, employees, contractors and/or agents to You, or to any other third party or person, for damages resulting from the provision of, or failure to provide services under this Program, or as the result of any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with this Program shall be limited to an amount not to exceed \$3,000. In no event, however, shall the Administrator, its affiliated companies, its employees, agents and contractors have any liability for special, indirect, incidental, consequential or punitive damages resulting from the provision of or failure to provide service under this Program, or from any fault, failure, defect or deficiency in any service, labor, material, work or product furnished in connection with this Program. These limitations of and exclusions from liability shall apply regardless of the nature of the claim or the remedy sought.

**THE WATER LINE PROTECTION PROGRAM IS NOT AN INSURANCE CONTRACT OR POLICY. THE PROGRAM PROVIDES FOR THE REPAIR OF LEAKS TO YOUR CUSTOMER-OWNED WATER LINE DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN AMERICAN WATER RESOURCES, INC. AND YOU, AND THERE ARE NO OTHER PROMISES OR CONDITIONS IN ANY OTHER AGREEMENT WHETHER WRITTEN OR ORAL.**

American Water Resources, Inc.  
**Water Line Protection Program**  
 1410 Discovery Parkway, Alton, IL 62002  
 Toll Free 1-888-758-8931





American Water Resources, Inc. is an affiliate of Missouri-American Water Company

**YES! I want protection and peace of mind. Enroll me in the WATER LINE PROTECTION PROGRAM today.**

**Special Introductory Offer**



Normal wear and tear can cause sudden, costly water leaks that are your responsibility to repair. It pays to be protected by the **WATER LINE PROTECTION PROGRAM.**

- Customer Responsibility
- Water Company Responsibility

**WATER LINE PROTECTION PROGRAM**  
 1410 Discovery Parkway  
 Alton, IL 62002  
**TOLL FREE**  
**1-888-758-8931**



90300876 MO48033C

**IMMEDIATE ACTION FORM** MO48033C

Homeowner's Name: **Robert Schallenberg**

**SERVICE ADDRESS: PROGRAM NOT AVAILABLE TO MULTI-UNIT DWELLERS AND RENTERS**

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: **MO** Zip: \_\_\_\_\_

Reference Number: \_\_\_\_\_

**MAILING ADDRESS**

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: **MO** Zip: \_\_\_\_\_

**CONTACT INFORMATION**

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PAYMENT OPTIONS**

**I PREFER TO PAY BY CREDIT CARD**  
 I authorize American Water Resources, Inc. to charge the amount of \$48.00 to my credit card:

VISA\*  MasterCard\* Expires:

Account#

Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(required if using credit card)*

**I WISH TO PAY BY CHECK**  
 I've enclosed a check or money order in the amount of \$48.00 made payable to **American Water Resources, Inc.** in the enclosed postage-paid envelope.

By signing this enrollment form you agree to all terms and conditions of the WATER LINE PROTECTION PROGRAM as outlined on the back of the letter. Confirmation of enrollment will be sent to the above mailing address. Coverage begins 30 days after enrollment form is received and confirmed by American Water Resources, Inc. The expiration date for this introductory offer is 9/30/03. After 9/30/03 call 1-888-758-8931 for current offer.

**X** Signature: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PRIORITY  
PROCESSING**

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO 541 ALTON IL

POSTAGE WILL BE PAID BY ADDRESSEE

**AMERICAN WATER RESOURCES INC  
1410 DISCOVERY PARKWAY  
ALTON IL 62002-9952**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

