

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

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Rules And Regulations Governing The Rendering of  
Water Service

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Rule 1 DEFINITIONS APPLICABLE TO THESE RULES AND REGULATIONS

1. "Agreement and Encumbrance": An agreement used only when the Company becomes aware that an existing Customer's Water Service Line is not in compliance with the Company's rules by crossing or encroaching upon another property owner's property, and the Company will permit the existing Customer's Water Service Line to remain in its original location under certain conditions. \*
2. "Applicant": Any person, group of persons, firm, business, municipality, land developer, or other entity who is seeking water service, or seeking to construct or have constructed a water main extension for property owned and/or controlled by them, or both \*
3. "Appurtenances": Parts and accessories that are related to transmission and distribution Water Mains, Service Lines and Meter Settings that are used to assemble pipelines and parts, contain and control the flow of water, or are used for construction, maintenance and operations; appurtenances include but are not limited to pipe fittings, connecting parts, valves and check valves, location and marking devices, and other related parts and devices installed to cover or protect such parts or aid in utility operations. +
4. "Approved Backflow Prevention Assembly" (Device): Any testable assembly that is approved by the Missouri Department of Natural Resources. +
5. "Auxiliary Supply": Any water supply on or available to the premises other than the approved public water supply. +
6. "Backflow": The undesirable reversal of the normal flow of water or mixtures of water and other liquids, gases, or other substances into the distribution system of the public water supply due to backpressure and/or backsiphonage. +
7. "Backflow Device": A device owned by a party other than the Company which is installed to allow water to flow only in one direction, from the Company's distribution system into a premises. Can include a Detector Check Valve or a Reduced Pressure Zone (RPZ) Valve or other approved Backflow Prevention device. +
8. "Bill": A written demand for payment for service and the taxes, franchise fees, and other charges related to it. +
9. "Billing Period": A normal usage period of not less than twenty-six (26) days or more than thirty-five (35) days for a monthly billed Customer or not less than eighty-five (85) days or more than one hundred (100) days for a quarterly billed Customer, except for initial, corrected or final bills. +
10. "Commercial Service": Non-residential, non-industrial business enterprises. It includes hospitals, churches, shopping centers, offices, restaurants and other commercial business establishments. At the Company's discretion, service may be provided to this class through one or more meters. +
11. "Commission" or "PSC": The Missouri Public Service Commission. +

\* Indicates new rate or text

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name of officerPresident  
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- 12. "Company": Missouri-American Water Company, acting through its officers, managers or other duly authorized employees or agents. +
- 13. "Complaint": An informal or formal complaint pursuant to Commission Rules. +
- 14. "Containment": The application of a proper backflow prevention assembly on the line feeding the building so that any contamination is contained within the premises and does not enter the pipelines of a public water system. +
- 15. "Cross-Connection": Any actual connection between a public water system used to supply water for drinking purposes and any source or system containing an unapproved water or substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be Cross-Connections. The term "Direct Cross-Connection" shall mean a Cross-Connection that is subject to both backsiphonage and backpressure. The term "Indirect Cross-Connection" shall mean a Cross-Connection that is subject to backsiphonage only. +
- 16. "Curb Stop/Stop Cock": A shutoff valve attached on a service line, usually installed near the curb, which may be operated by a valve key to start or stop the flow of water to the Customer's service line. +
- 17. "Customer": Any person, group of persons, firm, business, municipality, or other entity who has complied with all of the following: +
  - a) Has applied for and has been accepted for water service, and
  - b) Has assumed the obligation for payment of water service covered under one or more of the applicable rate schedules of the Company, and
  - c) Is not in violation at the time accepted as a new Customer of any of the applicable Rules and Regulations of the Company, Federal and/or State regulatory agencies.
  - d) If required, the Company has set a meter at the premises to be served, and
  - e) Water has been turned on by the Company for a metered water service line, or, when a tap is made for a private fire protection service.

Applicants who enter into a water main extension agreement with the Company, but do not have water service to the related premises turned on in their name, are not considered to be customers. Applicants who establish service in their name merely to collect a refund from a prearranged agreement are not considered to be a Customer. +
- 18. "Delinquent": An account remaining unpaid by a Customer for more than twenty-one (21) days after the date of rendition of the bill by the Company. +

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19. "Denial of Service": The Company's refusal to commence service upon an applicant's request for service at a particular location. +
20. "Deposit": A money advance to the Company for the purpose of securing payment of delinquent charges, which might accrue to the Customer who made the advance. +
21. "Detector Check Meter": A device installed in conjunction with a private fire protection service line, which measures the quantity of water that passes through the by-pass piping of a Detector Check Valve. The primary function of this device is to monitor any unauthorized water usage through the Private Fire Service Line. +
22. "Developer Lay": Water facilities installed by an entity or person other than the Company per agreement between such entity or person and the Company. Facilities are ultimately accepted into the Company's distribution system on the terms and conditions as stated in the contract as contributed property. +
23. "Discontinuation of Service" or "Discontinuance": A cessation of service not requested by a Customer. +
24. "Domestic Water Use": Personal, household, or general use, and does not include fire protection or industrial process use. +
25. "Double Check Detector Valve Assembly" (DCDA): An assembly of two (2) independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks. In addition, the device has a by-pass line with a water meter and two (2) independent check valves located within that line. +
26. "Double Check Valve Assembly" (DC): An assembly of two (2) independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks. +
27. "Due Date": The date stated on a bill when a charge is considered due and payable. +
28. "Estimated Bill": A charge for water service, which is not based on an actual reading of the meter or other registering device by an authorized Company representative. +
29. "Guarantee": A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer. +
30. "In Dispute" or "Dispute": Any matter regarding a charge or service which is the subject of an unresolved inquiry. +
31. "Industrial Service": Service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries and similar establishments. At the Company's discretion, service may be provided to this class through one or more meters. +

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32. "Interconnection": A physical connection, other than a cross-connection, between two (2) public water supply systems. +
33. "Late Payment Charge": An assessment on a delinquent charge in accordance with a Company tariff on file with the Commission and in addition to the delinquent charge. +
34. "Main" or "Water Main": A pipe, which is owned or leased and maintained by the Company, located on public property, public utility easements, or on private easements, and used to distribute and supply water to Customers. +
35. "Meter": A device, owned by the Company, which measures the quantity of water which passes through a water service line supplying a premises, including attached equipment used for remote or electronic reading. +
36. "Meter Box, Vault or Pit": An underground enclosure, of a design acceptable to the Company, with a removable lid or entrance opening from ground level, which houses or encloses a meter or other appurtenances. +
37. "Meter Setting": Includes the meter box, pit or vault, meter yoke, lid, valves and appurtenances, but excludes the meter, and shall be owned and maintained by the Company in service areas other than St. Louis County Operations. In the St. Louis County Operations service area the meter setting shall be owned and maintained by the Customer. +
38. "Missouri Service Area": Includes the areas depicted in the maps and/or legal descriptions contained in this tariff. +
39. "Other Public Authority Service": Federal, state, county, and local governmental entities and taxing authorities. +
40. "Payment Extension Agreement": A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less. +
41. "Premises": The standard unit of service of the Company. A "premises" as used herein shall include the following: +
- a) A building of one or more stories, owned or leased and occupied as a single residence and served by its own separate water meter.
  - b) Each individual internal living unit of a building with two (2) or more units with common wall(s) where each living unit is served by its own separate water meter or a metered Master Water Service Line.
  - c) A building of one or more stories, owned or leased and occupied as a single business and served through its own separate water meter or Master Water Service Line.

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- d) A building of one or more stories, in which the inside space of the building is divided into separately owned units for occupancy, and where the building is served through its own separate water meter or a metered Master Water Service Line.
  - e) Each individual internal living unit or occupied unit of a building of one or more stories, in which each such internal unit is separately owned, and where the party owning each separate unit also owns space on the ground floor of the building, and where each occupied unit is served through its own separate water meter or Master Water Service Line.
  - f) Each divided component of a building of one or more stories, owned by one entity, in which the inside of the building is divided into rentable components for occupancy, and which is supplied through its own separate water meter or a metered Master Water Service Line.
  - g) A public building of one or more stories, rented or owned, used as a town hall, school house, fire station, city hall, administration building, etc., served through its own separate water meter or a metered Master Water Service line.
  - h) A contiguous group or combination of buildings owned or leased by a Customer and served by one or more connections.
  - i) Each divided component of a building of one or more stories being used as a shopping center with each divided component served through its own separate water meter.
  - j) A building supplied with a Private Fire Protection service line.
  - k) A parcel of property, park, or playground, where an above ground building does not exist, but where a water meter is set to serve a yard hydrant, drinking fountain, etc.
  - l) Private Fire Hydrant(s) only, served by public mains, a private fire protection service line, or a metered Master Water Service line.
42. "Private Fire Protection Service": Fire protection other than public fire protection. +
43. "Public Water Supply or System": Any publicly or privately owned water system operated as a public utility under applicable local authority to supply water for domestic purposes. +
44. "Qualified Backflow Assembly Installer": The installer must be a plumber who meets all applicable local and State requirements to install backflow prevention assemblies. +
45. "Qualified Backflow Assembly Tester": The tester must have the backflow prevention assembly tester certification required by the State in accordance with the requirements and procedures of the Missouri Department of Natural Resources and must follow all municipal, county, and state testing requirements. +

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- 46. "Reduced Pressure Detector Check Backflow Prevention Assembly" (RPDA): An assembly consisting of two (2) independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. In addition, the device has a by-pass line with a water meter and two (2) independent check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve located within that line. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer). +
- 47. "Reduced Pressure Principle Backflow Prevention Assembly" (RP): An assembly consisting of two (2) independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer). +
- 48. "Rendition of a Bill": The mailing, electronic or hand delivery of a bill by the Company or its agents to a Customer. +
- 49. "Resale Service": The provision of or use of water service directly to an entity whose intended purpose is to resell the service to its Customers under that entity's own rate structure. +
- 50. "Residential Service": Individually metered residences. Residences are defined as consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation. +
- 51. "Service Line" or "Water Service Line": Generally referring to a pipeline between the main and the Customer's premises, and includes related valves, fittings and other appurtenances except the water meter, used for the purpose of providing water service to the Customer, and further defined as follows: +
  - a) "Customer's Service Line or Customer's Water Service Line"
    - i) For all Water Service Lines in St. Louis County Operations, Private Fire Service Lines and Master Water Service Lines in the Joplin and St. Joseph Operations, that portion of the service line from and including the Corporation Stop at the Company owned main to the structures or premises to be supplied. +
    - ii) For all other operations excluding the St. Louis County Operations and excluding Private Fire Service Lines and Master Water Service Lines in the Joplin and St. Joseph Operations, that portion of the service line from and including: +

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- (1) That portion of the tailpiece exiting the meter box at or near the curb line or property line, to the structures or premises to be supplied; or, +  
+
- (2) If no meter box is present the Customer's Service Line shall be that portion of the service line from the curb stop to the premises; or, +  
+
- (3) If neither a meter box or a curb stop exists within five (5) feet of the property line, or the curb line if the property line is in the street or roadway, the Customer service line shall be the portion of the service line that lies between the property line, or curb line if the property line is within the street or roadway, and the Customer's premises. +
  
- b) "Company Service Line": The pipeline from the main to the Customer's Service Line, except Private Fire Service Lines and Master Water Service Lines in the Joplin and St. Joseph Operations. There is no Company Service Line in the St. Louis County Operation. +  
+
- c) "Domestic Service Line": A pipeline supplying water for all purposes other than fire protection.
- d) "Dual Service Line": One Company Service Line that splits into two (2) Customer Service Lines serving two (2) separate premises, which may include one Meter Box housing two (2) meters.
- e) "Combination Water Service Line": A pipeline that supplies water for both domestic uses and for the extinguishment of fires through the same pipe. It shall be metered to measure all water usage through the water service line.
- f) "Private Fire Service Line": A pipeline, owned by the Customer, used to supply water from the main or Company Service Line to a Customer's private fire protection system to be used exclusively for the extinguishing of fires in or on the property of the Customer.
- g) "Master Water Service Line" – A privately owned pipeline that can only be installed at the sole discretion of the Company, in areas where a public water main extension is not necessary, and said pipeline would be capable of supplying domestic and/or fire protection water service to more than a single premises on one or more lots or parcels of land with one or multiple ownerships being involved. Notwithstanding other rules pertaining to Water Service Lines, the entire Master Water Service Line shall be owned and maintained solely by the customer or customers being served by it in the St. Louis County, Joplin and St. Joseph Operations and said pipeline includes the valve and connection to the Company's water main as well as the entire pipeline from the Company's water main to and throughout the structures or premises being served. For all other Operations excluding the St. Louis County, Joplin and St. Joseph Operations, the Company shall own and maintain that portion of the Master Water Service Line between the Company's water main and the customer's property line, the remaining portion of the Master Water Service Line shall be owned and maintained solely by the customer. +  
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- h) "Split Water Service Line": A pipeline, owned by the Customer, which first extends as a single line from the Company main or Company service line into a parcel of property, and then splits into separate domestic and fire protection lines with separate meters. +  
+  
+
52. "Service Tap" or "Corporation Stop": The physical connection between a Company-owned main and the service line. +  
+
53. "Settlement Agreement": An agreement between a Customer and the Company, which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the Customer's normal billing period. +  
+  
+
54. "Stop and Waste Valve": A Customer-owned water shutoff valve installed as part of a water service line, just inside the wall of a premises where the service line enters the premises. The design of the valve is such that when the valve is closed, water in the piping after the valve can be drained. +
55. "Stop Box/Curb Box": A hollow, cylindrical-type enclosure of a design acceptable to the Company, installed over, but not connected to, the stop cock, from ground level down to the stop cock, complete with proper removable lid, to provide access to the stop cock from ground level. The location is generally within three feet (3') of property line on public right of way or easement. If installed on a Master Water Service line, location shall be on private property in a location approved by the Company. +
56. "Tariff": A schedule of rates, rules and regulations approved by the Missouri Public Service Commission. +
57. "Temporary Water service": Any water service for a duration of less than thirty (30) days. +
58. "Termination of Service": A cessation of service requested by a Customer. +
59. "Utility Charges": The rates for utility service and other charges authorized by the Missouri Public Service Commission as an integral part of utility service. +

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- J. The Customer's Water Service Line shall be installed by the Customer at that Customer's expense. A Customer's Water Service Line shall not be used to supply more than a single premises without the consent of the Company.
  
- K. Neither the Company Water Service Line nor the Customer's Water Service Line will be permitted to be extended along public right-of-way or on private property along, parallel, or across public or private streets or roadways to obtain connection to the Company's main to serve a premises on a parcel of property which would circumvent the need to construct a proper main extension under Rule 23 or to circumvent other applicable Water Service Line rules. Customers, however will be permitted to extend a Water Service Line into or across a driveway owned by the Customer, or into or across a street or roadway to connect to a water main installed within or immediately adjacent to that street or roadway to serve property fronting either side of that street. Water Service Lines must be located on property owned in fee by the owner of the premises to be served. A Water Service Line may not be located on an easement, with the following exceptions:
  - 1. The portion of the pipeline which enters Company's existing easement, to reach the main installed in that easement; +
  - 2. Where, in the Company's sole discretion, property ownership abutting the Company's water main is unobtainable and the proposed Water Service Line installation on an easement is in an area where water main extensions would serve no useful purpose for present or potential Customers; +
  - 3. Where an existing tract of land with an existing Water Service Line and/or Private Fire Service Line is subdivided and the existing Water Service Line and/or Private Fire Service Line and becomes out of compliance with the Company's rules by crossing or encroaching upon another property owner's property. At the option of the Company, the existing Customer's Water Service Line will be permitted to remain in its original location provided that each of the property owners on which the Customer's Water Service Line crosses:
    - a) Agree to permit the Customer's Water Service Line to remain in its present location; and, \*
    - b) Agree to sign the Agreement and Encumbrance; and, \*
    - c) Understand the risks involved with signing the agreement. \*
  
- L. The Company may require the Customer to execute one of the following agreements before allowing a service connection: Master Water Service Line Agreement And Encumbrance For Condominiums and Commercial Developments or the Agreement and Encumbrance Agreement. +
  
- M. Waiver of Service Connection and matching of offers made by other water suppliers' charges: +
  - 1. Where the Company faces competition for business with other water suppliers, the Company may waive all or part of any service connection charges and/or match offers made by other water suppliers in order to effectively compete with offers made to developers and/or Customers by other water suppliers after requesting approval of the waiver from the Commission on a case-by-case basis and receiving an Order granting the waiver for good cause shown.

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- 2. "Good cause" shall be shown where the Company has provided the Commission Staff with reasonable and adequate documentation that:
  - a) Bona fide competition exists between water suppliers for new Customers;
  - b) The addition of Customers for whom the waiver applies would not likely result in a positive revenue requirement; and
  - c) A positive net income will likely be achieved within a five-year period from the time the first new construction is placed in service.
- 3. In the event a positive revenue requirement does result from the transaction, then any additional revenue requirement will be borne by the Company's shareholders, not its ratepayers.
- 4. The following listed areas, individuals, and/or subdivisions have been granted waivers by the Commission per the associated order numbers:

Order Number	Area and/or Subdivision	+
WE-2010-0360	Taco Bell Restaurant #2956 1630 Jungerman Road, St. Charles	+

- N. In all areas except the St. Louis County Operations, the Company shall, at its own expense, be responsible for the maintenance of all Service Connections and Company Service Lines including the curb stop/valve, meter box/pit, the meter yoke and all other appurtenances in the meter pit/box, and the meter. In certain areas, Customers own the Service Connections and the entire length of the Service Lines, and the actual ownership of a minority of the Service Lines is indeterminate in several areas served by the Company. It is therefore the intent of these Rules and Regulations that the Company shall, in such areas excluding the St. Louis County Operations, assume the responsibility and expense for maintenance of all Service Connections and Service Lines and outdoor meter box and meter installations, or to the Customer's property if the meter is not located within five feet (5') of the property line. When, in the opinion of the Company, such a Service Line is in need of replacement, the Company shall make the replacement at its own expense. The Company will hold title to all such service connections, Service Lines and meter box installations installed by the Company.
- O. Should a leak occur and the existing curb stop/valve or meter box/pit is not located on the property line, and it cannot be determined whether the Company or the Customer is responsible for the leak; the Company at its expense will install a curb stop at the property line or as close as possible if obstructions prevent placement on the property line. However, if the leak is on the Customer's side of the newly installed curb stop, the Customer shall be responsible for the maintenance and expense of the leak.

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Rule 6 INSIDE PIPING AND CUSTOMER WATER SERVICE LINE

- A. Each applicant for service must, at Customer's own expense, equip their service supply line with an accessible stop and waste valve inside the foundation wall, as well as all piping and attachments, all of which shall be constructed and maintained by the Customer, subject to the approval of any authorized inspectors and in accordance with the Rules and Regulations of the Company in force at that time.
- B. For all new or replacement Water Service Lines the installation must be in accordance with the requirements of all governmental agencies having jurisdiction, and these Rules and Regulations. The minimum Water Service Line requirements for material and construction shall be as follows:
  - 1. The Customer's water service pipe shall be of a size not smaller than the service connection, and the minimum size shall be three-quarter inch (3/4"). The type of pipe shall conform to existing plumbing codes and the reasonable requirements of the Company in furnishing adequate and safe service.
  - 2. For all water service lines in the St. Louis County Operations, and for private fire service lines and Master Water Service Lines in the Joplin and St. Joseph Operations, the Customer shall be responsible for construction and maintenance of the Customer's water service line from the main to the premises, including all stop boxes, valves, and meter setting components. In all operations except St. Louis where a Company water service line exists between the main and the meter setting, stop box, property or curb line, as applicable, and the Company is responsible for such meter setting or stop box, the Customer shall be responsible for construction and maintenance of the Customer's water service line between the meter setting, stop box or Company water service line, as applicable, and the premises. The Company may agree to make the physical connection between the Customer's water service line and the Company-owned pipeline or components, but the Company by so doing shall assume no maintenance responsibility for said connection.
  - 3. All Customer's Water Service Lines must be installed at least forty-two inches (42") below the surface of the ground (finished grade) at any point.
  - 4. If the Company becomes aware of a Customer's new or replacement Water Service Line not being installed as herein provided, the Company will not permit a new tap and will not install a Company Water Service Line or metering equipment until the Customer's Water Service Line is installed as herein provided.
- C. The Company reserves the right to inspect Customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof. Charges for inspection by Company personnel shall be in accordance with approved fees and as set out in the applicable Schedule of Service Charges.
- D. Unless otherwise specified by local codes or ordinance, when street main pressure exceeds eighty (80) p.s.i., Customer shall install, at his expense, an approved pressure reducing valve in the Customer Water Service Line near its entrance to the building to reduce the water pressure to eighty (80) p.s.i. or lower, except where the Customer Water Service Line supplies water directly to a water pressure booster system,

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an elevated water gravity tank, or pumps provided in connection with a hydropneumatic or elevated gravity water supply tank system.

- E. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather. In locations with Customer owned meter boxes, the meter boxes must be properly installed free from water, mud, and debris at all times. The Company will make ordinary repairs to meters, but if meters are damaged through freezing, hot water backing up into the meter, or neglect of the Customer, the repairs will be assessed against the Customer and payment for such repairs will be enforced the same as bills for service.
- F. Customers at their own expense shall make all changes in their Customer Water Service Line required by changes of grade, relocation of mains, or other causes.
- G. Separate premises must have separate Customer Water Service Lines, service valves, and meters, unless specifically authorized by the Company and Customers enter into a Master Water Service Line Use Agreement and Encumbrance for Condominiums and Commercial Developments as appropriate. +
- H. Repairs or maintenance necessary on the Customer Water Service Line or on any pipe or fixture in or upon the Customer's premise including the connections to the Company's metering installation, but excluding the Company-owned meter, shall be the responsibility of the Customer. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so may result in discontinuance of service.

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enclosures, vegetation or landscaped plantings that would inhibit accessibility for efficient meter reading and maintenance.

- G. When the Company determines that there is no suitable location for a meter box, a meter may be installed in a basement in a suitable location acceptable to the Company. In such case, installation of a remote reading device will also be required.
- H. Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain, provided the meter remains readily accessible, as determined by the Company, for servicing and reading, the meter space provided is located where the water service line enters the building, and a properly installed electrical ground wire is installed around the water meter. Meter space guidelines are based on meter size and will be provided to Customer by the Company upon request. It is the responsibility of the Customer to provide a location for the meter, which in the event of water discharge as a result of leakage from the meter or couplings will not result in damage. If a Customer refuses to provide a reasonable and an accessible location for a meter installation and servicing as determined by the Company, the Company will notify the Customer and the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.
- I. Unless otherwise permitted by the Company, all water meters must be installed at the same time that a water service line tap to the Company's main is made.
- J. All service to any one Customer at one building shall be furnished through a single metering installation, except as authorized by agreement between the Company and the Customer. Where a building or a parcel of property with more than one building is occupied by more than one Customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one service line under a Master Water Service Line Use Agreement and Encumbrance for Condominiums and Commercial Developments. . The Company's meters will be in a location approved by the Company. Where service is supplied through two or more meters to a location having two (2) or more separate premises, the service shall be considered a multiple service at the Company's option. The Customer may rearrange piping, at Customer's own expense, so as to separate the multiple services and permit the Company to install a separate meter for each premise. +
- K. Units of multi-storied buildings, including condominiums, townhouses, duplexes, wherein each unit is individually owned, will not be separately metered unless all units therein conform to requirements of Company rules which relate to the installation requirements for water service lines which all units shall have owned ground floor space.
- L. 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 and liable for any damage thereto resulting from the carelessness of said owner, his agent, or tenant. For failure to protect same against damage, theft, or loss, 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

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the meter and appurtenances (including applicable taxes and other incidental charges) and the labor cost necessary to make the meter change. +

- M. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather and must keep the meter box/vault area free from water, mud, and debris at all times. The Company will make ordinary repairs and/or replacement to meters, but if meters are damaged through freezing or neglect of the Customer, the cost of repairs and/or replacement will be assessed against the Customer and payment for such repairs and/or replacement will be enforced the same as bills for service. The Customer will similarly be held responsible for preventable damage to any remote meter reading attachment. The Customer shall promptly notify the Company of any defect in, or damage to, the meter, its connections or housing. +
- N. No person except an authorized employee of the Company, or other person duly authorized by the Company, shall make any connection to or disconnection from the water main of the Company, nor shall unauthorized individuals set, change, remove, interfere with, bypass, or make any connection to, the Company's meter or other property. The Customer shall be responsible for any violations of this rule and the consequences thereof. The Customer shall promptly notify the Company of any defects in, or damage to, the meter, its connections or housing as soon as it comes to their knowledge. The Company may put seals on any water meter, or on its couplings, in and for any premises, and may discontinue water service if such seals are found broken or removed, pursuant to Rule 10.
- O. Any change in the location of any existing service connection, meter or meter installation at the request of the Customer shall be made at the expense of the Customer.
- P. If additional meters are desired by the Customer and/or property Owner for showing subdivision of the supply within a premise, they shall be furnished, installed, operated, and maintained at the expense of said Customer and/or property Owner with written permission from the Company.
- Q. Plumbing appurtenances, such as pressure reducing valves, auxiliary shutoff valves, gauges, backflow prevention devices, lawn sprinkler connections, etc., or any other construction shall not be located inside a meter box/vault containing the meter and shall not interfere with installation, removal operation, servicing or reading of the meter. Only those water service line or plumbing appurtenances of a design acceptable to the Company will be permitted to be installed in the meter box/vault.
- R. Meter requirements for private fire protection shall be as specified in Rule 22.
- S. On a split service, the Company will provide all meters used, but the size of the meter installed on the domestic line will not be larger than necessary for the reasonably anticipated domestic usage requirements of the Customer. If the "fire flow" meter alternative is required by the Company or is chosen by the Customer if not required by the Company, the Customer and/or property Owner must pay to the Company as a contribution-in-aid-of-construction, in consideration of a) the extraordinary cost of a "fire flow" meter, and b) fire flow potential demand, the difference between the actual cost of the "fire flow" meter and the costs of the meter(s) otherwise deemed appropriate by the Company for the split service line arrangement. The Company does not pay the cost of any required meter settings, boxes/vaults or related plumbing

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requirements, regardless of which service line configuration is utilized, these costs are borne by the Customer and/or property Owner as part of installation of a new service.

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Rule 16 METER TESTS AND TEST FEES

- A. Meters are periodically tested and/or replaced in accordance with the Commission's regulations and or guidance. The Company may at any time remove any meter for routine tests, repairs or replacement and may, at its option and expense, test any meter when the Company has reason to believe that it is registering inaccurately. Customers shall accept the meter installed by the Company as the standard of measurement for water service.
- B. Any Customer and/or Owner may request the Company to make a special test of the accuracy of the meter through which water is supplied to the premises in question. This test will be made in accordance with the standard regulations of the Commission.
- C. The Company will make a test of the accuracy of any water meter, free of charge, upon request of a Customer, provided that the meter had not been tested within twelve (12) months previous to such request. If a Customer requests a test of a meter and the meter has been tested within twelve (12) months previous to such request, the cost of the most recent request shall be borne as specified by the Commission.
- D. A meter test requested by the Customer will be witnessed by the Customer, Owner, or their duly authorized representative, except tests of meters larger than two inches (2") inside diameter will be conducted by either the meter manufacturer or qualified meter testing service and a certified copy of the test will be provided to the Customer, Owner or duly authorized representative.
- E. Unless otherwise allowed or ordered by the Commission, each water service meter installed will be periodically removed, inspected and tested in accordance with the rules of the Commission. If the meter, when inspected and tested using the test streams prescribed by the Commission shall be found to be more than five percent (5%) defective or incorrect to the prejudice of the Customer or the Company, the Company shall adjust the Customer's bill according to these tariff rules.

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Company's office, and then only after such application has been approved in writing by the Company, as well as by the applicable Fire Protection Authority.

- M. A valve controlling the entire supply, as approved by the Company, shall be placed either at the curb or at such other point as may be approved by the Company, and said valve shall be at the expense of the Customer, and any valve pit or vault which may be required will also be furnished by and at the expense of the Customer.
- N. Where split services are used for both general and fire purposes, separate charges will be made for each type of service in accordance with the established schedule of rates.
- O. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise.
- P. The Company shall not in any way or under any circumstance be held liable or responsible for personal injury, death, property damage, or any other claim of loss following or resulting from: the termination or discontinuance of a Customer's service; a deficiency in the pressure, volume or supply of water due to the malfunction or failure of a meter; or a deficiency in the pressure, volume or supply of water while meters or service lines are being repaired or replaced, unless such injury, damage or loss is due to the willful misconduct or gross negligence of the Company.
- Q. In the operations located in St. Louis County, St. Joseph and Joplin, the Customer owns and maintains the entire Private Fire Service Line including the connection to the Company's water main. In all other operations, the Company owns the portion of the line from the connection to the Company's water main to the Customer's property line, the remainder of the Private Fire Service line is owned and maintained by the Customer.

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**RULE 23 EXTENSION OF COMPANY MAINS**

A. This rule shall govern the extension of the Company's water mains after the date hereof which are necessary to serve Customers within its service area. The Company's water mains can be extended within the service territory of each of its operations within the State of Missouri either by the Company's forces, Company's contractor or by an Applicant's contractor in accordance with Company's standards and contractual requirements. For any design/installation option, the following terms and conditions shall apply:

1. When an Applicant makes a request for an extension of water main, the Company shall first determine the closest adequate and reliable source of water in its existing distribution system. The Company will then determine the sizes, types, route and location of mains, loops and other tie-ins if necessary, replacement and upsizing of existing mains if necessary to meet the Applicant's requirements, and ancillary equipment needed to serve Applicant's property. Design of the extension will be based on domestic flow requirements as stated by the Applicant and fire flow requirements as determined by the local fire authority and the direct impact of the additional domestic flow and fire flow requirements of the Applicant to the Company's existing Customers. If there is no local fire authority or the local fire authority declines to impose a flow requirement, then the fire flow requirements will be determined by the Applicant and approved by the Company. At a minimum, the fire flow requirements determined by the Applicant will meet Insurance Services Office, Inc. (ISO) standards. The local fire authority will determine fire hydrant locations unless there is no local fire authority or the local fire authority declines to locate fire hydrants, in which case the Company will determine the fire hydrant locations.
2. The Company will be responsible for all main extensions where the cost of the extension does not exceed four (4) times the estimated average annual revenue from the new Applicant(s) whose service pipe(s) will immediately be connected directly to the extension and from whom the Company has received application(s) for service upon forms provided by the Company for this purpose. New Applicants shall be those who commit to purchase water service for at least one year, and guarantee to the Company that they will take water service at their premises within one hundred twenty (120) days after the date the Company accepts the main and determines it ready for Customer service. Estimates of annual revenue will be made by the Company, and will be based on the experience of the Company from the previous year regarding use of water by other Customers similarly situated.
3. If the estimated cost of the proposed extension required in order to furnish general water service exceeds four (4) times the Company's estimate of average annual revenue from the new Applicant, the Applicant and Company shall fund the remaining cost (i.e., total cost less four (4) times the estimated average annual revenue from any new Applicant(s)) of the proposed water main extension at a ratio of 95:5 (i.e., 95% Applicant funded and 5% Company funded) for St. Louis Metro District, and 86:14 (i.e., 86% Applicant funded and 14% Company funded) for all other districts.
4. Applicants requesting a main extension to serve a single premises in a recorded, residential single lot development can choose the aforementioned option in Provision A.2. and 3., above, or the option whereby the

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provide all necessary easements commensurate with the main extension as originally proposed by the Applicant.

- 10. Water main extensions must be installed in accordance with the Company's then current specifications and standards.
- 11. At the Company's discretion, the Company, the Company's contractor or an Applicant's contractor in accordance with Company's standards and contractual requirements, will make all connections to Company's water mains.
- 12. At the Company's discretion, any necessary reconstruction of existing mains or installation of mains larger than twelve inches (12") in diameter will be done by Company's forces, Company's contractor or by an Applicant's contractor in accordance with the Company's standards and contractual requirements.
- 13. The Company reserves the right to assess additional charges if the Company is required to create multiple layouts or to perform multiple reviews pursuant to an Applicant's request.

E. Customer Frontage Charge Refunds

- 1. If requested by the Applicant at the time of entering into the Main Extension Contract with the Company, the Applicant shall have the option of requesting a Customer Frontage Charge Refund. The Customer Frontage Charge Refund only applies to that portion of the main extension that is to be installed by or on behalf of an Applicant to reach a public, private, commercial, government or religious development or personal dwelling described in the Main Extension Contract. The Customer Frontage Charge Refund will be made to Applicant, or its assignee, subject to the following conditions:
  - a) A Customer Frontage Charge will be collected in advance from each new Customer, (in addition to the tap fee, connecting a new-metered service line) when the new Customer connects to the portion of the main extension covered by the Applicant's contract.
  - b) The Customer Frontage Charge is calculated at the rate of fifty percent (50%) of the actual per foot cost of the mains as paid by the Applicant, with appurtenances, times the front footage (front footage shall mean the property footage along the main) of the premises to be served.
  - c) No Customer Frontage Charge Refunds will be made for mains required to serve within new platted subdivisions for lots owned or controlled by the Applicant which the main extension is expressly intended to serve. Refunds may be made for lots located outside the new platted subdivision that can be served by the Applicant's main extension. Refunds for any lots may be made to Applicants who utilize the Free Extension serving recorded, residential single lot developments where the portion of the water main extension is above the Free Extension limits. +  
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  - d) Customer Frontage Charge Refunds shall only be made for the first five (5) years after the Applicant's main extension is accepted into the Company's system. At the expiration of the five

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(5) year period, the refund account will be closed, and no further Customer Frontage Charge refunds will be made. +

e) The Customer Frontage Charge Refunds made by the Company shall, in no event, exceed the amount paid by the Applicant to the Company for the main extension (i.e., 95% for St Louis Metro District projects, and 86% for all other district projects and excluding any portion funded by the Company) regardless of whether the main extension was performed by the Company, or a contractor performed the main extension on behalf of the Applicant. +

F. This section is applicable only to Main Extensions in the St. Louis Metro District. Because Commission jurisdiction constitutes a legislative recognition that the public interest in proper regulation of public utilities transcends municipal or county lines, and that a centralized control must be entrusted to an agency whose continually developing expertise will assure uniformly safe, proper and adequate service by the Company, no regulations or ordinances of local governments shall be permitted to impose differing construction methods (excepting local permit requirements for excavation and restoration of public rights-of-way), material selections, water main sizes or licensing qualifications of the Company's employees or of those independent contractors employed to install, replace or maintain water mains owned or to be owned by the Company when such work is performed under the supervision of or inspection by Company agents or employees, unless such requirement is adopted and approved by the Commission upon complaint alleging that such requirement is necessary for safe and adequate service and requesting uniform application throughout Company's service area.

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