

UNANIMOUS AGREEMENT REGARDING DISPOSITION OF
SMALL UTILITY COMPANY REVENUE INCREASE REQUEST
CONFLUENCE RIVERS UTILITY OPERATING COMPANY, INC.

MO PSC FILE NO. WR-2020-0053

BACKGROUND

Confluence Rivers Utility Operating Company, Inc. ("Company") initiated the small company revenue increase request ("Request") for water and sewer service that is the subject of the above-referenced Missouri Public Service Commission ("Commission") File Number by submitting a letter to the Secretary of the Commission in accordance with the provisions of Commission Rule 20 CSR 4240-10.075, Small Utility Rate Case Procedure ("Small Company Procedure"). In its request letter, which was received at the Commission's offices on August 29, 2019, the Company set forth its request for an increase of \$368,360 in its total annual water service operating revenues and \$527,721 increase in sewer operating revenues. The Company also acknowledged that the design of its customer rates, its service charges, its customer service practices, its general business practices and its general tariff provisions would be reviewed during the Commission Staff's ("Staff") review of the revenue increase request, and could thus be the subject of Staff's recommendations. The Company provides service to approximately 542 water customers and 627 sewer customers.

Pursuant to the provisions of the Staff Assisted Rate Case Procedure and related internal operating procedures, Staff initiated an audit of the Company's books and records, a review of the Company's customer service and general business practices, a review of the Company's existing tariff, an inspection of the Company's facilities and a review of the Company's operation of its facilities. (These activities are collectively referred to hereinafter as Staff's "investigation" of the Company's Request.)

Upon completion of its investigation of the Company's Request, Staff provided the Company and the Office of the Public Counsel ("Public Counsel") with information regarding Staff's investigation and the results of the investigation, including Staff's initial recommendations for resolution of the Company's Request.

RESOLUTION OF THE COMPANY'S RATE INCREASE REQUEST

Pursuant to negotiations held subsequent to the Company's and Public Counsel's receipt of the above-referenced information regarding Staff's investigation of the Company's request, Staff, Public Counsel, and the Company hereby state the following agreements:

- (1) The agreed upon water revenue requirement increase of 306,355 added to the level of previous revenues of \$152,322 results in overall annual revenues of \$458,676. The agreed upon sewer revenue requirement increase of \$345,597 added to the level of previous revenues of \$199,751 results in overall annual revenues of \$545,349. These revenue requirements are just and reasonable and designed to recover the Company's cost of service;
- (2) To allow the Company the opportunity to collect the revenue requirement agreed to in (1) above, the rates as shown on Attachment A, incorporated by reference herein, are just and reasonable rates that the Company will be allowed to charge its customers. The impact of these rates will be as shown on Attachment B, also attached and incorporated by reference herein;
- (3) For the purposes of implementing the agreements set out in this disposition agreement, the Company will file with the Commission, proposed tariff revisions containing the rates, charges, and language set out in the example tariff sheet(s) attached as Attachment C. The proposed tariffs will contain a set of consolidated rates, charges, and rules for water customers and for sewer customers. The proposed tariff revisions will bear an effective date of March 12, 2020;
- (4) The current PSC MO Numbers 1-11 tariffs will be cancelled and replaced by PSC MO Numbers 12 and 13, which are included in the example tariff described above;
- (5) The Company shall not implement a low income program, or any other practice that deviates from the rates and rules in Commission approved tariffs for their facilities, unless such are approved by the Commission in a future tariff modification.
- (6) Within thirty (30) days of the effective date of an order approving this Disposition Agreement, the Company shall develop and implement a process to ensure all customer complaints received by Company personnel are documented and maintained for at least two (2) years. Documentation shall adhere to Commission Rule 20 CSR 4240-13.040 and include the customer name, address, nature of the complaint, date of occurrence, as well as an explanation of what the Company has done to address the complaint. The Company agrees to provide proof of implementing the recommendation to the Manager of the Commission's CXD Department;
- (7) Within ninety (90) days of the effective date of an order approving this Disposition Agreement, the Company shall begin tracking all work conducted on its behalf by CSWR, LLC in the form of a Time Record. This time record will include a description of the job performed, length of time to complete, name/title

of the employee who conducted the work, and tracked by each system. The time record information should be maintained in sufficient detail to capture the amount of time each employee spends on operation and maintenance activities, as opposed to construction activities. The Company also agrees that detailed timesheets will be maintained for any future employees Confluence Rivers Utility Operating Company, Inc. may retain. The Company agrees to provide proof of implementing the recommendations to the Manager of the Commission's Auditing Department;

(8) The Company shall mail its customers a final written notice of the rates and charges included in its proposed tariff revisions prior to or with its next billing cycle after issuance of the Commission order approving the terms of this Disposition Agreement. The notice shall include a summary of the impact of the proposed rates on an average residential customer's bill;

(9) Within three (3) years of the effective date of an order approving this Disposition Agreement, the Company shall have replaced all nonfunctioning meters in the Smithview subdivision. All customers with a nonfunctioning meter will be placed on a flat, unmetered, rate. Once a customer's meter is replaced, that customer will transition to the metered rate.

(10) Staff or Public Counsel may conduct follow-up reviews of the Company's operations to ensure that the Company has complied with the provisions of this Company/Staff Disposition Agreement;

(11) Staff or Public Counsel may file a formal complaint against the Company, if the Company does not comply with the provisions of this Disposition Agreement;

(12) The Company, Staff and Public Counsel agree that they have read the foregoing Disposition Agreement, that facts stated therein are true and accurate to the best of the Company's knowledge and belief, that the foregoing conditions accurately reflect the agreement reached between the parties; and that the Company freely and voluntarily enters into this Disposition Agreement; and

(13) The above agreements satisfactorily resolve all issues identified by Staff, Public Counsel and the Company regarding the Company's request, except as otherwise specifically stated herein additional matters.

Additional Matters

Other than the specific conditions agreed upon and expressly set out herein, the terms of this Unanimous Disposition Agreement reflect compromises between the Staff, Public Counsel and the Company, and no party has agreed to any particular ratemaking principle in arriving at the amount of the annual operating revenue increase specified herein.

The Company and Staff acknowledge that they have previously agreed to an extension of the normal "Day-150" date by which an agreement regarding the resolution of a small company revenue increase request is to be reached to accommodate additional information presented by the

Company in response to Staff Discovery. A copy of the extension agreements can be found in the above-referenced EFIS Case File for the Request.

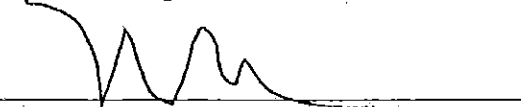
The results of Staff's inspections and review of the Company's operation of its facilities can be found in the Water and Sewer Department Report, Attachment E. Staff has completed a Summary of Case Events and has included that summary as Attachment F to this Unanimous Disposition Agreement.

The Company, Public Counsel and Staff acknowledge that Staff will be filing this Unanimous Disposition Agreement and the attachments hereto, in the existing case and that the Company will file the proposed tariff revisions called for in the agreement. The Company and Public Counsel also acknowledge that Staff may make other filings in this case.

Additionally, the Company and Public Counsel agree that subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff shall have the right to provide an oral explanation to support its entering into this Disposition Agreement, if the Commission requests one at any agenda meeting at which this case is noticed to be considered by the Commission. Subject to the rules governing practice before the Commission and without waiving the confidentiality of the facts and positions disclosed in the course of settlement, Staff will be available to answer Commission questions regarding this Disposition Agreement. To the extent reasonably practicable, Staff shall provide the Company with advance notice of any such agenda meeting so that it may have the opportunity to be present and/or represented at the meeting.

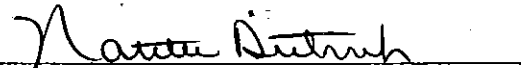
SIGNATURES

Agreement Signed and Dated:



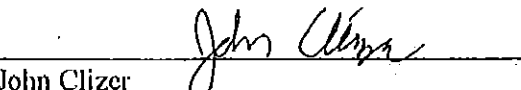
Josiah Cox
President
Confluence Rivers Utility Operating Company, Inc.

2-10-20
Date



Natelle Dietrich
Industry Analysis Director
Missouri Public Service Commission Staff

2/10/2020
Date



John Clizer
Senior Counsel
Office of the Public Counsel

02/10/2020
Date

List of Attachments

- Attachment A – Rate Design Worksheets
- Attachment B – Billing Comparison Worksheet
- Attachment C – Example Tariffs
- Attachment D – CXD Report
- Attachment E – Water and Sewer Department Report
- Attachment F – Summary of Events

Disposition Agreement Attachment A

Rate Design Worksheets

Confluence Rivers Utility Operating Company, Inc.
WR-2020-0053

Development of Tariffed Rates

Revenues Generated by Current Tariffed Rates	\$ 149,010
Agreed-Upon Overall Revenue Increase	\$ 309,666
Percentage Increase Needed	208%

Rates					
Meter Type	Current Service Charge	Proposed Service Charge	Current Usage Rate	Proposed Usage Rate	
5/8" Meter	\$ 16.75	\$ 42.20	\$ -	\$ 7.01	
3/4" Meter	\$ -	\$ 46.42	\$ -	\$ 7.52	
1" Meter	\$ -	\$ 59.08	\$ -	\$ 7.52	
2" Meter	\$ -	\$ 122.39	\$ -	\$ 7.52	
4" Meter	\$ -	\$ 590.84	\$ -	\$ 7.01	
Full-Time Unmetered	\$ 50.16	\$ 69.63	\$ -	\$ -	
Part-Time Unmetered	\$ 32.99	\$ 50.64	\$ -	\$ -	

Meter Type	Number	Equivalent Meter Factor	Customer Equivalents	Customer Charge
5/8" Meter	328	1	328.0	\$ 42.20
3/4" Meter	0	1.1	0.0	\$ 46.42
1" Meter	0	1.4	0.0	\$ 59.08
2" Meter	0	2.9	0.0	\$ 122.39
4" Meter	1	14	14.0	\$ 590.84
Full-Time Unmetered	199	1.65	328.4	\$ 69.63
Part-Time Unmetered	15	1.2	18.0	\$ 50.64
			<u>688.4</u>	

Customer Charge

Customer Charge Calculation:	\$ 348,605	\$ 42.20
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Commodity Charge

		Gallons (1,000)	
Residential-Metered Calculation:	\$ 109,779	15,669	\$ 7.0063

Confluence Rivers Utility Operating Company, Inc.

WR-2020-0053

Confluence Rivers Utility Operating Company Sewer

Development of Tariffed Rates

Revenues Generated by Current Tariffed Rates	\$ 195,719
Agreed-Upon Overall Revenue Increase	\$ 349,630
Percentage Increase Needed	179%

Rates

Current Service Charge	Proposed Service Charge
\$ 26.01	\$ 72.48

Customer Charge	Number	Factor	Customer Equivalent	
\$ 26.01	627	1	<u>627.0</u>	\$ 72.48
			<u>627.0</u>	

Customer Charge Calculation: \$ 545,349 \$ 72.48

Disposition Agreement Attachment B

Billing Comparison Worksheets

Confluence Rivers Utility Operating Company, Inc.
WR-2020-0053

Residential Customer Bill Comparison

Company	Customer Charge		Dollar Increase/Decrease	Percent Increase
	Current Rate	Proposed Rate		
Auburn Lake Estates	\$ 37.50	\$ 69.63	\$ 32.13	185.69%
Calvey Brook Sewer Inc.	\$ 36.36	\$ 69.63	\$ 33.27	191.52%
Eugene	\$ 26.00	\$ 42.20	\$ 16.20	162.32%
Evergreen Lake	\$ 7.71	\$ 42.20	\$ 34.49	547.38%
Gladlo Water	\$ 17.25	\$ 42.20	\$ 24.95	244.65%
Majestic Lakes	\$ 35.00	\$ 69.63	\$ 34.63	198.96%
Roy-L Part-Time Metered	\$ 29.92	\$ 42.20	\$ 12.28	141.05%
Roy-L Full-Time Metered	\$ 33.24	\$ 42.20	\$ 8.96	126.96%
Roy-L Part-Time Unmetered	\$ 32.99	\$ 50.64	\$ 17.65	153.51%
Roy-L Full-Time Unmetered	\$ 50.16	\$ 69.63	\$ 19.47	138.83%
Smithview	\$ 5.31	\$ 42.20	\$ 36.89	794.78%
The Willows	\$ 5.23	\$ 42.20	\$ 36.97	806.94%

Company	Commodity Charge		Dollar Increase/Decrease	Percent Increase
	Current Rate	Proposed Rate		
Auburn Lake Estates	\$ -	\$ -	\$ -	0.00%
Calvey Brook Sewer Inc.	\$ -	\$ -	\$ -	0.00%
Eugene	\$ 6.00	\$ 7.01	\$ 1.01	16.77%
Evergreen Lake	\$ 2.05	\$ 7.01	\$ 4.96	241.77%
Gladlo Water	\$ 2.15	\$ 7.01	\$ 4.86	225.88%
Majestic Lakes	\$ -	\$ -	\$ -	0.00%
Roy-L Part-Time Metered	\$ 3.08	\$ 7.01	\$ 3.93	127.48%
Roy-L Full-Time Metered	\$ 3.08	\$ 7.01	\$ 3.93	127.48%
Roy-L Part-Time Unmetered	\$ -	\$ -	\$ -	0.00%
Roy-L Full-Time Unmetered	\$ -	\$ -	\$ -	0.00%
Smithview ¹	\$ 3.36	\$ 7.01	\$ 3.65	108.52%
The Willows	\$ 1.21	\$ 7.01	\$ 5.80	479.03%

Total Bill (using 2,300 gallons per month)

Company	Commodity Charge	Customer Charge	Total	Current Total	Dollar Increase/Decrease	Percent Increase
Auburn Lake Estates	\$ -	\$ 69.63	\$ 69.63	\$ 37.50	\$ 32.13	85.69%
Calvey Brook Sewer Inc.	\$ -	\$ 69.63	\$ 69.63	\$ 36.36	\$ 33.27	91.52%
Eugene	\$ 16.11	\$ 42.20	\$ 58.32	\$ 39.80	\$ 18.52	46.53%
Evergreen Lake	\$ 16.11	\$ 42.20	\$ 58.32	\$ 12.43	\$ 45.89	369.36%
Gladlo Water	\$ 16.11	\$ 42.20	\$ 58.32	\$ 22.20	\$ 36.12	162.75%
Majestic Lakes	\$ -	\$ 69.63	\$ 69.63	\$ 35.00	\$ 34.63	98.96%
Roy-L Part-Time Metered	\$ 16.11	\$ 42.20	\$ 58.32	\$ 37.00	\$ 21.31	57.60%
Roy-L Full-Time Metered	\$ 16.11	\$ 42.20	\$ 58.32	\$ 40.32	\$ 17.99	44.62%
Roy-L Part-Time Unmetered	\$ -	\$ 50.64	\$ 50.64	\$ 32.99	\$ 17.65	53.51%
Roy-L Full-Time Unmetered	\$ -	\$ 69.63	\$ 69.63	\$ 50.16	\$ 19.47	38.83%
Smithview	\$ 16.11	\$ 42.20	\$ 58.32	\$ 13.04	\$ 45.28	347.29%
The Willows	\$ 16.11	\$ 42.20	\$ 58.32	\$ 8.01	\$ 50.30	627.79%

¹ Smithview customers with a non functioning meter will be charged a flat-rate. As meters are replaced customers will be billed a commodity rate of \$7.52 per 1,000 gallons.

Confluence Rivers Utility Operating Company, Inc.
WR-2020-0053
Confluence Rivers Utility Operating Company Sewer
Residential Customer Bill Comparison

Company	Current Rate	Proposed Rate	Dollar Increase/Decrease	Percent Increase
Auburn Lake Estates	\$ 37.50	\$ 72.48	\$ 34.98	93.28%
Calvey Brook Sewer Inc.	\$ 33.78	\$ 72.48	\$ 38.70	114.57%
Gladlo Sewer	\$ 37.67	\$ 72.48	\$ 34.81	92.41%
Lake Virginia	\$ 13.33	\$ 72.48	\$ 59.15	443.75%
Majestic Lakes	\$ 35.00	\$ 72.48	\$ 37.48	107.09%
Mill Creek Sewer, Inc.	\$ 30.11	\$ 72.48	\$ 42.37	140.72%
Part Time Customers	\$ 32.58	\$ 72.48	\$ 39.90	122.47%
Full Time Customers	\$ 36.04	\$ 72.48	\$ 36.44	101.11%
The Willows Utility Company	\$ 15.00	\$ 72.48	\$ 57.48	383.21%
Villa Ridge	\$ 24.24	\$ 72.48	\$ 48.24	199.02%

Disposition Agreement Attachment C

Example Tariff Sheets

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

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Community Service Area (formally The Willows Utility Company)
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- 20 Legal Description of the Roy-L Service Area
- 21 Legal Description of the Whispering Pines Subdivision Service Area
(formally Gladlo)

* Indicates new rate or text
+ Indicates change

Issue Date: _____
Month /Day/Year

Effective Date: _____
Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service																															
22-23	Schedule of Rates																														
24-25	Schedule of Service Charges																														
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Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service

Map of the Auburn Lakes Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

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ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service

Map of the Bon-Gor Lake Estates Subdivision Service Area (formally Smithview H2O)



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

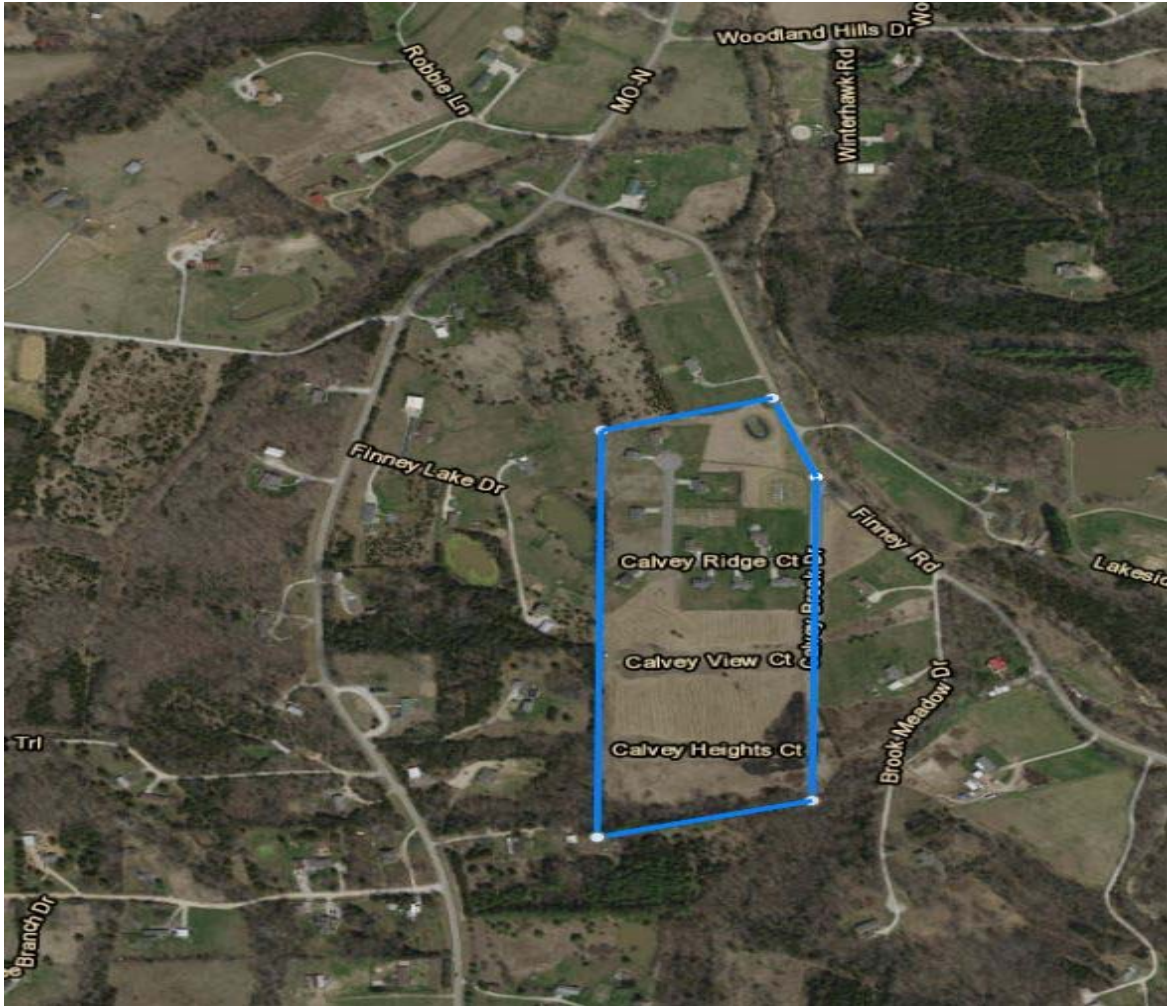
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Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service

Map of the Calvey Brook Water Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

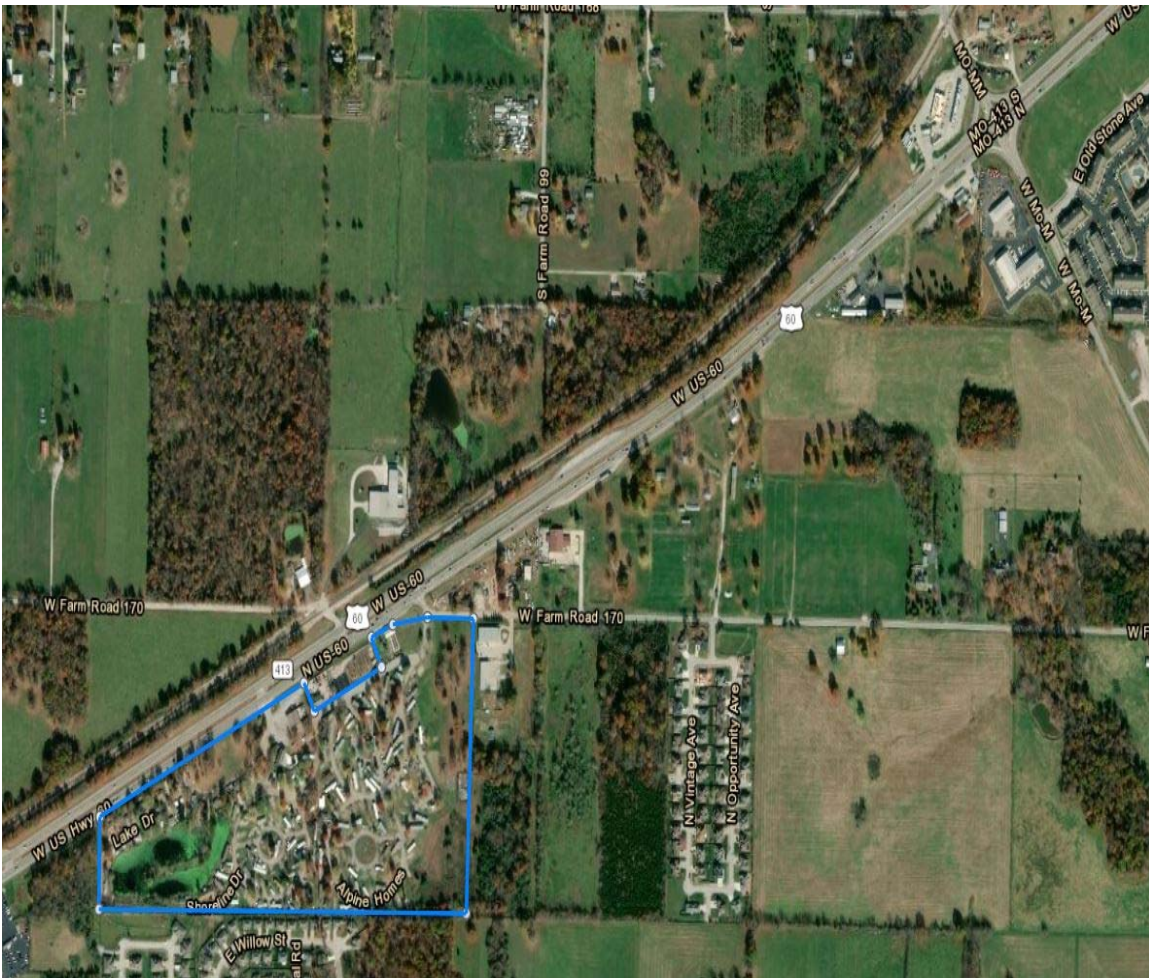
Effective Date: _____
Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service

Map of the Chalet City West Subdivision/Alpine Village Community Service Area
(formally The Willows Utility Company)



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

Effective Date: _____
Month /Day/Year

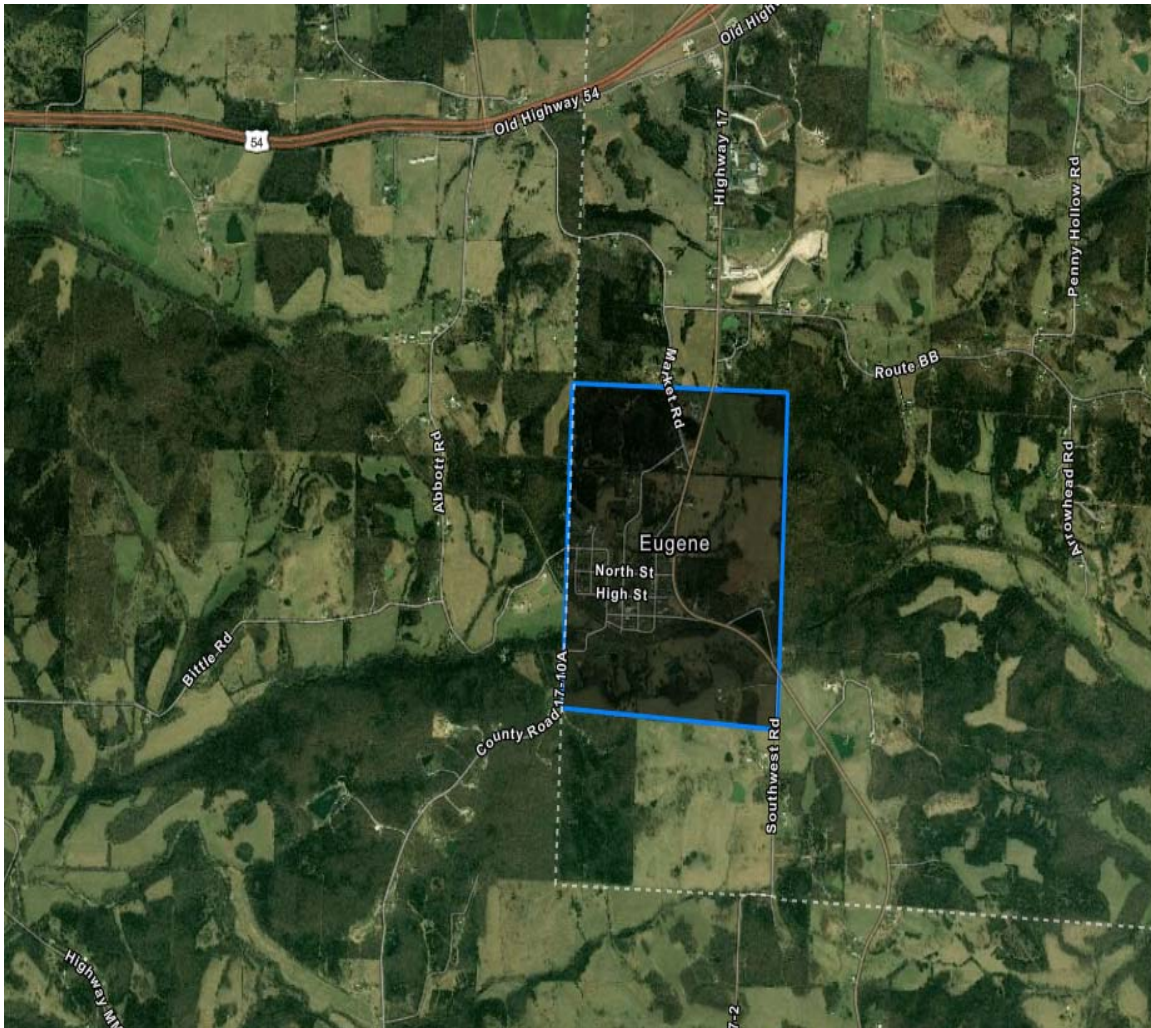
ISSUED BY _____
Name and Title of Issuing Officer

Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Map of the City of Eugene Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

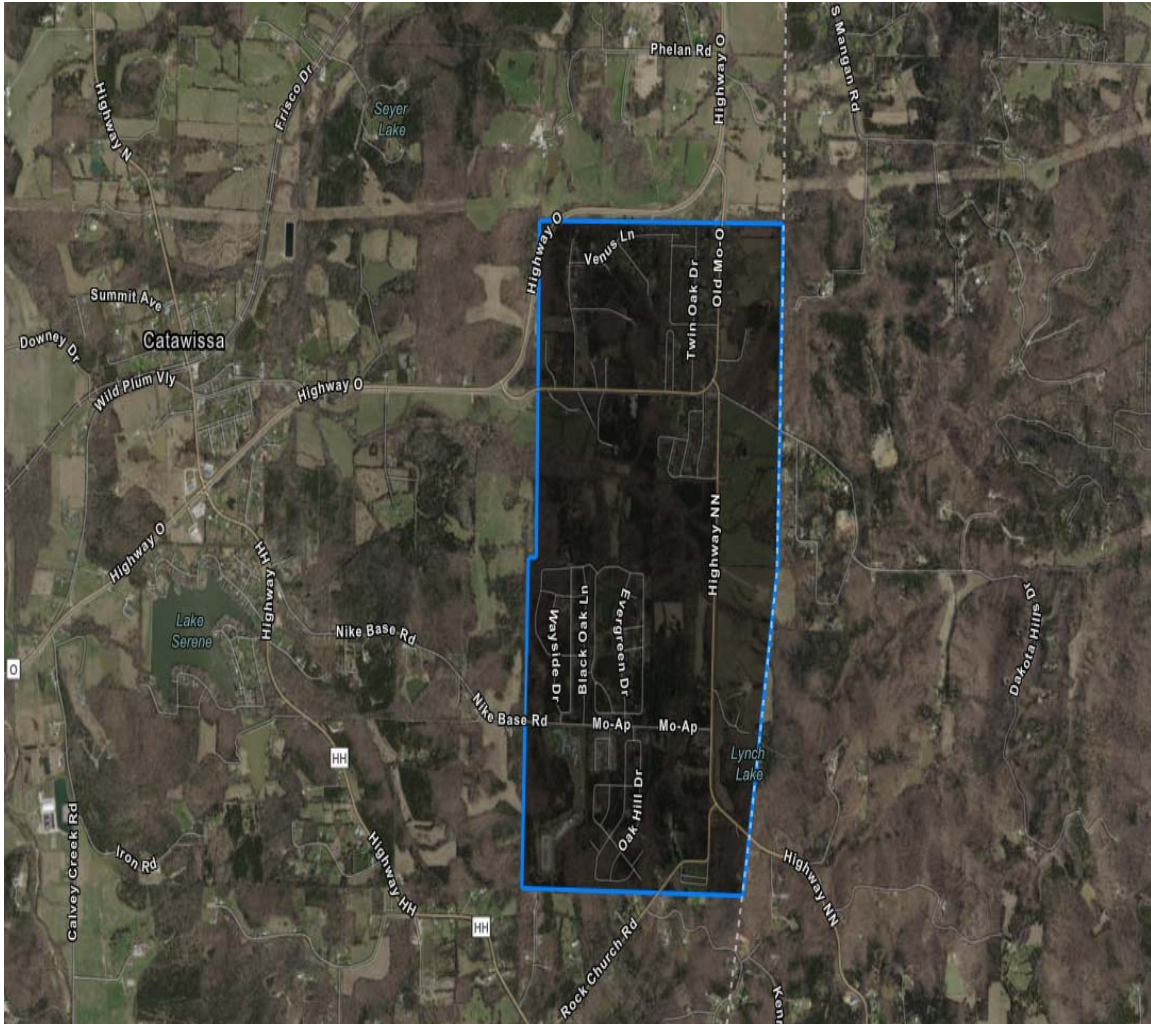
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Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service

Map of the Evergreen Lake Subdivision Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

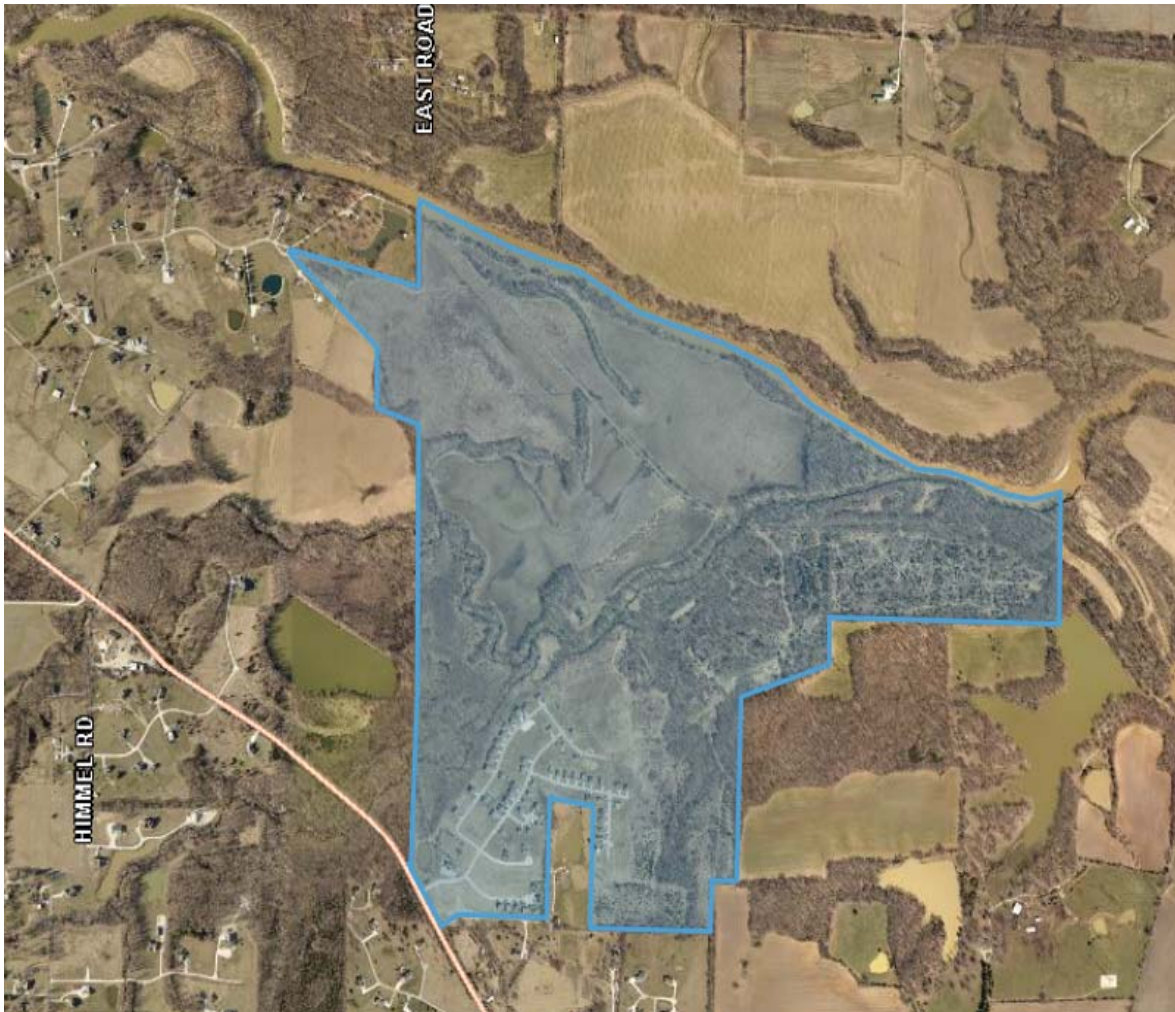
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ISSUED BY _____
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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Map of the Majestic Lakes Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

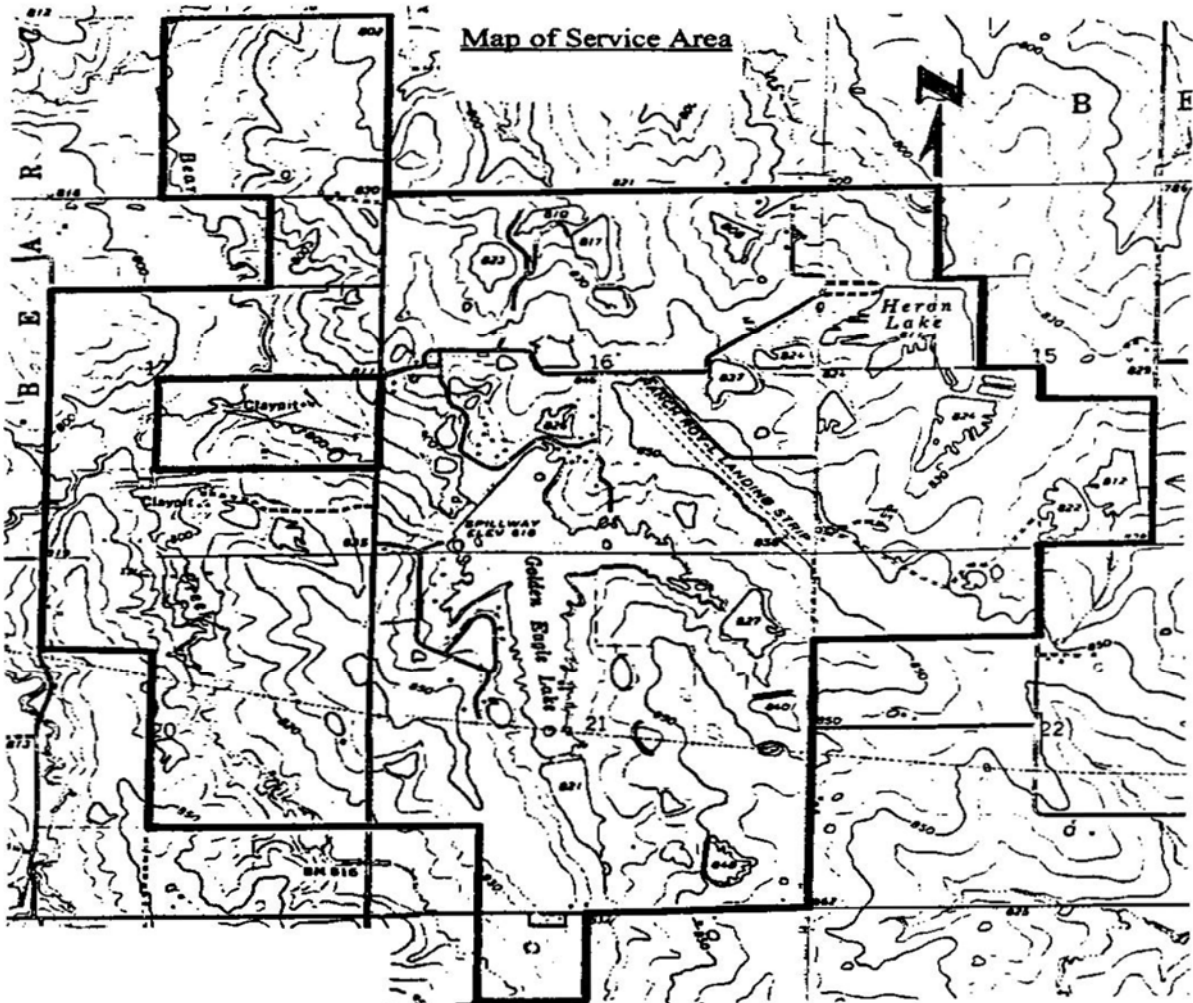
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Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Map of the Roy-L Service Area



* Indicates new rate or text
+ Indicates change

Issue Date: _____
Month /Day/Year

Effective Date: _____
Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer

Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Water Service

Map of the Whispering Pines Subdivision Service Area (formally Gladlo)



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

Effective Date: _____
Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Auburn Lakes Service Area

The area served consists of part of the Northwest Quarter of Section 23, Township 48 North, Range 1 West of the 5th P.M., in Lincoln County, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of the Northwest ¼ of Section 23 in Township 48 North, Range 1 West; thence along the North line of said Northwest ¼ South 87°43'22" East 2728.78 feet to the Northeast corner of said Northwest ¼; thence along the East line of said Northwest ¼ South 1°48'43" West 1340.53 feet; thence leaving said East line North 85°57'01" West 545.11 feet; thence South 3°23'07" West 1358.79 feet to the Centerline of Gibison Road, as it exist January 2020; thence along the Centerline of said road North 86°54'11" West 658.03 feet; thence North 81°42'01" West 101.05 feet; thence leaving said Centerline North 8°22'58" East 39.92 feet; thence North 81°32'24" West 1405.94 feet to the West line of said Northwest ¼; thence along said West line North 1°28'59" East 1132.66 feet; thence North 2°14'23" East 1338.47 feet to the Point of Beginning.

Said tract is 148 acres, more or less.

- * Indicates new rate or text
- + Indicates change

Issue Date: _____
Month /Day/Year

Effective Date: _____
Month /Day/Year

ISSUED BY _____
Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Bon-Gor Estates Service Area (formally Smithview H2O)

A tract land located in Sections 14 and 15 and US Survey 2443 in Township 29 North Range 13 West in Boone County, Missouri, and being more particularly described as follows:
Beginning in the approximate Center of Section 14, in the center of the intersection of West Mauller Road and North Wade School Road, as it exist January 2020; thence 3297 feet m/l to the west right of way of the intersection of East Mauller Road and North Highway VV, as it exist January 2020, thence North 19° West 1742 feet m/l to a point; thence South 84° West 811 feet m/l; thence North 30° West 256 feet m/l to a point; North 3° East 226 feet m/l to a point; thence North 79° West 653 feet to a point; thence North 6° East 443 feet to a point; thence South 85° West 1140 feet m/l to the Centerline of North Wade School Road, as it exist January 2020; thence 2332 feet m/l along said Centerline to the Point of Beginning.

Said tract containing 138 acres, more or less.

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- + Indicates change

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Month /Day/Year

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Calvey Brook Service Area

A tract of land located in Section 20, within Township 42 North Range 2 East, in Franklin County, Missouri, and being more particularly described as follows:
Beginning at the intersection of the North line of Section 20, in Township 42 North Range 2 East, and Finney Road in Franklin County, as it exist on January 2020; thence along the Centerline of Finney Road, as it exist January 2020, 250 feet m/l to the Point of Beginning; thence 371 feet m/l until it meets the Centerline of Calvey Brook Drive, as it exist on January 2020; thence South 1434 feet m/l along the centerline of Calvey Brook Drive, as it exist on January 2020, to a point; thence South 87° West 620 feet m/l; thence due North 1645 feet m/l to a point; thence, North 73° East 543 feet m/l to the Point of Beginning.

Said tract containing 25 acres, more or less.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Chalet City West Subdivision/Alpine Village Community
Service Area (formally The Willows Utility Company)

A tract land located in Sections 15 and 16 in Township 28 North Range 23 West in Greene County, Missouri, and being more particularly described as follows:
Beginning in the Northwest corner of Section 15 in Township 28 North Range 23 West; thence 924 feet m/l along the North line of said Section to the True Point of Beginning; thence South 1314 feet m/l to the South line of the Northwest ¼ of the Northwest ¼; thence 2276 feet m/l to the Southwest corner of the Northeast ¼ of the Northeast ¼; thence North 406 feet m/l to the South right-of-way of US Highway 60; thence 1380 feet m/l along the South right-of-way of US Highway 60 to a point; thence South 65° East 178 feet m/l to a point; thence North 63° East 468 feet m/l to a point; thence North 23° West 164 feet m/l to the South right-of-way of US Highway 60; thence North 68° East 197 feet m/l to the North line of Section 15 in Township 28 North, Range 23 West; thence 443 feet m/l along North line of said Section to the Point of Beginning.

Said tract containing 51 acres, more or less.

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Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the City of Eugene Service Area

The area served consists of the South Half of Section 30 and the North Half of Section 31, Township 42 North, Range 13 West of the 5th P.M., in Cole County, Missouri.

Said tract is 486 acres, more or less.

- * Indicates new rate or text
- + Indicates change

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Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Evergreen Lake Subdivision Service Area

A tract of land being part of Section Thirty-Six (36), Township 43 North, Range 2 East and Part of Section 1, Township 42 North, Range 2 East in Franklin County, Missouri, particularly described as follows:

Beginning at the Southwestern Section Corner of Section 1 in Township 42 North, Range 2 East in Franklin County, Missouri, thence East along the Southern line of said Section to the intersection of the Eastern line of Franklin County; thence Northeasterly along the Eastern line of Franklin County to the Northeastern corner of said Section; thence North along the East line of Section 36 in Township 43 North, Range 2 East to the Northeast corner of said Section; thence West along the North line of said Section to the Northwest corner of said Section; thence South along the West line of said Section to the Southwest corner of said Section; thence West along North line of Section 1 in Township 42 North, Range 2 East; thence South along the West line of said Section 1 to the Point of Beginning

With exception to the service area of Crestview Acres Water Company (shown in the blue stripped area) described as follows:

A tract of land being part of the Northwest Quarter of the Southeast Quarter of Section 36, Township 43 North, Range 2 East, in Franklin County, Missouri, and more particularly described as follows :

Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 36; thence South 0 degrees 45 minutes West along the Quarter-Quarter Section line 1360 feet, more or less, to the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 36; thence along the Quarter-Quarter Section line North 89 degrees 20 minutes West, 1333 feet, more or less, to the Southwest corner of the Northwest Quarter of the Southeast Quarter of section 36; thence along the Quarter Section line North 0 degrees 50 minutes East, 669 .9 feet to the Northwest corner of the South Half of the Northwest Quarter of the Southeast Quarter of Section 36; thence South 88 degrees 40 minutes East, 679 feet, more or less, to the West line of First Street, as it exist January 2020; thence North 0 degree 45 minutes East, 690 feet:, more or less,

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Evergreen Lake Subdivision Service Area, Continued

to the Quarter Section line; thence along said Quarter section line South 89 degrees 20 minutes East, 654 feet, more or less to the Point of Beginning, and containing 31 acres, more or less.

The overall service area of Evergreen Lake Subdivision being 1246 acres, more or less.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
 Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
 Water Service

Legal Description of the Majestic Lakes Service Area

Beginning in the Northeast corner of Section 15 in Township 48 North, Range 1 East; thence Southerly 1417 feet m/l along Eastern line of said Section to a point; thence North 88° West 206 feet m/l to a point; thence South 1° West 383 feet m/l to a point; thence North 89° West 1023 feet m/l to a point; thence North 1° East 937 feet m/l to a point; thence North 79° West 370 feet; thence South 1° West 917 feet m/l to a point; thence North 87° West 362 feet m/l to a point; thence North 89° West 390 feet m/l to a point; thence South 58° West 159 feet m/l to the east right of way of Highway MM; thence along the east right of way Northwesterly 517 feet to the West line of Northeast ¼ of Section 15; thence North along said West line 3411 feet m/l to a point; thence North 69° West 361 feet m/l; thence North 0° East 464 feet m/l to a point; thence North 45° West 1044 feet to East right of way of Rolling Meadows Drive, as it exist January 2020; thence going 32 feet m/l around the right of way in a Northeastern direction, thence leaving said right of way in a South 75° East 1120 feet m/l to West line of Southeast ¼ of Section 10; thence North 1° East 663 feet m/l to Centerline of Cuivre River, as it exist January 2020; thence following said Centerline 5900 feet to Eastern line of the Southwest ¼ of Section 11 in Township 48 North, Range 1 East; thence South 0° 983 feet m/l to a point; thence North 89° West 1893 feet m/l to a point; thence South 0° 364 feet m/l to a point; thence South 64° West 789 feet m/l to Point of Beginning.

Said tract is 408 acres, more or less.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Roy-L Service Area

The northeast fourth of the northwest quarter of Section 28 except approximately 3 acres described as follows: Beginning at a point on the south line of the public road 298 feet west of the northeast corner of said northeast fourth of the northwest quarter, thence south 155 feet, thence west parallel with said road 444 feet, thence north 155 feet, thence east along south line of said road 444 feet to the point of beginning; the southeast quarter of Section 8, the northeast one-fourth of the northeast quarter of Section 17; the south one-half of the northeast quarter of Section 17; the southeast quarter of the northwest quarter of Section 17; the east one-half of the southwest quarter of Section 17; the south one-half of the southeast quarter of Section 17; the northeast quarter of Section 20; the north east quarter of the northwest quarter of Section 20; the north one-half of the southeast quarter of Section 20; all of Section 16; the north one-half of Section 21; the southeast quarter of Section 21; the east one-half of the southwest quarter of Section 21; the northwest one-fourth of the southwest quarter of Section 21; the north one-half of the north-west quarter of Section 22; the southwest quarter of Section 15; the west one-half of the southeast quarter of Section 15; except 15.34 acres, part of the northwest fourth of the southeast quarter of Section 15 described as follows: Beginning at the center of said Section 15, thence east along the east-west center line 1357.34 feet to the center of the County road, thence 16' 30" west along the center of said road 492.82 feet, thence west 1354.42 feet, thence north 3'50" west 492.82 feet to the point of beginning; the west half of the northwest quarter of Section 15; 14.934 acres part of the southeast fourth of the northwest quarter of Section 15, described as follows: Commencing at the center of said Section 15, run thence west along the east-west center line of said Section 815 feet to the point of beginning, thence continuing west along said east-west center line 492.82 feet, thence north 32' 30" west 1320 feet, thence east 492.82 feet, thence south 32' 30" west 1320 feet to the point of beginning. All in Township 48 of Range 4 West of the Fifth Principal Meridian in Montgomery County, Missouri.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Legal Description of the Whispering Pines Subdivision Service Area (formally Gladlo)

A tract of land located in Sections 19 and 20, within Township 38 North Range 7 West, in Phelps County, Missouri, and being more particularly described as follows:
Beginning at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 20 in Township 38 North, Range 7 West in Phelps County, Missouri; thence along the North line of said South 1/2 of the Northwest 1/4 to the East line of the West 1/2 of Section 20, 3187.5 feet m/l; thence South along the East line of the Western 1/2 of Section 20 to Southeast corner of the Northwest 1/4 of Section 20, 1625 feet m/l; thence West along the South line of the Northwest 1/4 to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 19, 4750 feet m/l; thence, North 812.5 feet m/l along the West line of the said 1/4 of 1/4 in Section 19; thence East along the North line of the said 1/4 of 1/4 to State Route V, as it exist January 2020, 562.5 feet m/l; thence, North 823 feet m/l along the centerline of State Route V, as it exist January 2020, to the Point of Beginning.
Said tract containing 102 acres, more or less.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Schedule of Rates Continued

SMITHVIEW H2O CUSTOMERS: Customers with a non-functioning meter will be charged a Flat Rate of \$71.25 until such time the meter is replaced. When a non-functioning meter is replaced with a functioning meter, the Minimum Customer Charge per meter size and the Commodity Charge will be applied to the next billing period.

PAYMENT TERMS - All bills for service under this schedule will be rendered in arrears on a monthly basis. The due date on the tariff shall be ten (10) days after the "date of rendition" of the bill to the customer. The customer's bill will be due and payable after this due date. The delinquent date printed on the bill will not be less than twenty-one (21) days after the date of the postmark of the bill. Any accounts remaining unpaid at the expiration of twenty-one (21) days shall be considered delinquent and the Company may take such action as specified in its filed rules and regulations.

TAXES - These rates do not include any municipal, state or federal taxes computed on either billing or consumption such taxes applicable shall be added as separate items in rendering each bill.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Schedule of Service Charges Continued

Late Charges \$5 or 3%
The late charge is calculated monthly with the greater amount above being added to the delinquent bill in accordance with Rule 10 G.

Returned Check Charges \$25

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 1 DEFINITIONS

- A. The "COMPANY" is Confluence Rivers Utility Operating Company, Inc., acting through its officers, managers, or other duly authorized employees or agents.
- B. The "CURB STOP" is a valve on the Service Connection, located at or near the Customer's property line, and used to shut off water service to the premises. The Curb Stop is owned and maintained by the Company.
- 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 Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for 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 shall be based on available information such as construction/occupancy permits, electric service turn-on date, or 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, owned by the Company, used to measure and record the quantity of water that flows through the service line, and is installed in the

Rule 1 DEFINITIONS CONTINUED

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

- I. outdoor meter setting, or inside the Customer’s building where the water service line enters through a foundation wall.
- J. The "METER SETTING" is a place either in the service connection or building plumbing for a water meter to be installed. An outdoor meter setting is located at or near the property line, and includes the meter box, meter yoke, lid, and appurtenances, all of which shall be owned and maintained by the Company. Indoor meter settings are located inside the Customer’s premises where the water service line enters the foundation wall either installed directly in the piping or in a meter yoke.
- K. A “RETURNED CHECK” is a check that is returned to the Company from any bank unpaid for any reason.
- L. A “SEASONAL CUSTOMER” is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to “Seasonal Customers” during periods of seasonal absence or turn-off.
- M. The "SERVICE CONNECTION" is the pipeline connecting the main to the Customer's water service line and includes the curb stop, or outdoor meter setting and all necessary appurtenances located at or near the property line, or at the property line if there is no curb stop or outdoor meter setting. If the property line is in a street, and if the curb stop or meter setting is not located near the edge of the street abutting the Customer’s property, the service connection shall be deemed to end at the edge of the street abutting the Customer's property. The service connection shall be owned and maintained by the Company.
- N. 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

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Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 1 DEFINITIONS CONTINUED

includes resubdivision thereof.

- O. "TERMINATION OF SERVICE" is cessation of service requested by the Customer.
- P. "TURN-OFF" is the act of turning water service off by physically turning a valve such that water is unavailable to a Customer's premises.
- Q. "TURN-ON" is the act of turning water service on by physically turning a valve to allow water to be available to a Customer's premises.
- R. 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 domicile within a multi-tenant building is a separate unit. Each mobile home in a mobile home park and each rental unit of a multi-tenant rental property are considered as separate units for each single family or firm occupying same as a residence or place of business. In instances of a multi-tenant building with a single service connection, each unit within the building is a separate customer subject to the flat rate monthly charge appearing in the Schedule of Rates, whether occupied or not.
- S. 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, curb stop or outdoor meter setting, including the connection to the curb stop or 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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Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 2 GENERAL RULES & REGULATIONS

- 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, Rules and Regulations.
- B. The Company's Rules and Regulations 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 and Regulations.
- C. The Company reserves the right, subject to authority of the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time to time deem necessary and proper.
- D. After the effective date of these Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations, and in accordance with the statutes of the state of Missouri and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not comply with applicable Rules and Regulations may remain, provided that their existence does not constitute a service problem or improper use, and reconstruction is not practical.
- E. The point of delivery of water service shall be at the connection of the Customer's service line to the Company's service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these Rules and Regulations. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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Rules and Regulations 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 and Regulations.
- 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 and Regulations.
- C. The Company shall not be responsible for damages caused by any failure to maintain water pressure or water quality, or for interruption, if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages due to, or interruptions caused by, defective piping, fittings, fixtures and appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to Acts of God, civil disturbances, war, government actions, or other uncontrollable occurrences.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations 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 in accordance with Rule 14.
- C. When, in order to provide the service requested a main extension or other construction or equipment expense is required, the Company may 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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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 5 INSIDE PIPING AND WATER SERVICE LINES

- A. The Company will provide water service at the outdoor meter, at the curb stop if an indoor meter setting is utilized; or at the property line if neither an outdoor meter nor a curb stop exists at or near the property line, or at the edge of the street if such property line is in the street. Separate buildings shall be served through separate water service lines if they are not on one lot that cannot be subdivided.
- B. The service connection from the water main to the Customer's property line shall be owned and maintained by the Company. Construction of the service connection, outdoor meter setting and curb stop shall be accomplished in one of the following ways at the Customer's option:
 - 1. The Company will construct the service connection, outdoor meter setting and curb stop, as necessary, and make the connection to the main, within three (3) business days of an application for service, or within the time period specified in an application for service (See Rule 4). The Customer shall be responsible for payment of the New Service Connection Fee, as specified by or provided for in the Schedule of Service Charges; or,
 - 2. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and make the connection to the main, subject to prior approval of the Company; or,
 - 3. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and the Company will tap the main and connect the service connection. The Customer shall be responsible for payment of a New Service Connection Fee as specified by or provided for in the Schedule of Service Charges.
- C. A service connection installation constructed by the Customer as provided for

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Rules and Regulations Governing Rendering of
Water Service

Rule 5 INSIDE PIPING AND WATER SERVICE LINES CONTINUED

- D. in paragraphs B. 2. or 5 B. 3., above, is subject to inspection by the Company. The Service Connection Inspection Fee as specified in the Schedule of Service Charges shall apply if the Company must make a trip solely to conduct an inspection of a service connection constructed by the Customer, and shall not apply if the inspection of a service connection is accomplished at the same time as a tap is made for the Customer, or the same time as an inspection of the water service line as provided for in paragraph D., below, or if the Company installs the service connection as provided in 5 B. 1., above.
- E. Water service line construction and maintenance from the property line, curb stop or meter setting, including the connection to the curb stop or meter setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. The Customer shall be responsible for any applicable fees as listed in the Schedule of Service Charges.
- F. Customers shall be responsible for the cost of repairing any damage to the Company's mains, curb stops, valve boxes, meters, and meter installations caused by the Customer, Customer's agent, or tenant.
- G. Existing water service lines and service connections may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities.
- H. The water service line shall be brought to the unit at a depth of not less than thirty-six inches (36") and have a minimum inside diameter of three-quarters inch (3/4"). The Customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. 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.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 5 INSIDE PIPING AND WATER SERVICE LINES CONTINUED

- I. 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 one hundred sixty (160) psi working pressure.
- J. The Company will not install a service connection to a vacant lot if such lot is not intended and recognized by the Company to be for intermittent use such as camping or picnic activity in a recreational subdivision, and the Customer installs a frost-free lockable hydrant at any point of use.
- K. Any change in the location of an existing service connection requested by the Customer shall be made by the Company or with the Company's approval, at the Customer's expense.
- L. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- M. Neither water service lines nor service connections may 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, landlocked property, or a clear impossibility to construction a future main extension for further subdivision development or additional future customers, will be at the discretion of the Company.
- N. Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water

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Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 5 INSIDE PIPING AND WATER SERVICE LINES CONTINUED

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 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.

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Rule 6 IMPROPER OR EXCESSIVE USE

- A. No Customer shall be wasteful of the water supplied to the unit by the Customer's 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 Customer's 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 service connection or meter yoke, or allow any such action. Licensed plumbers may operate such valves in order to work on the Customer's premises and to test their work, but must leave such valves open or closed as found.
- 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.
- 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 Company.

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY

- A. The Company may discontinue service for any of the following reasons:
1. Non-payment of a delinquent account not in dispute; or
 2. Failure to post a security deposit or guarantee acceptable to the utility; or
 3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
 4. Misrepresentation of identity in obtaining utility service; or
 5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
 6. Failure to comply with the terms and conditions of a settlement agreement; or
 7. Refusal after reasonable notice 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; or
 8. Violation of any of these Rules and Regulations on file with and approved by the Missouri 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; or
 9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY CONTINUED

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 and Regulations.

- B. None of the following shall constitute sufficient cause for the Company to discontinue service:
 1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or
 2. The failure of the Customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location in accordance with these Rules and Regulations, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
 3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
 4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
 5. The failure of a previous owner or occupant of the premises to pay an

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY CONTINUED

unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or

- 6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.
- C. 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. Service of notice by mail is complete upon mailing. 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 to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day.
- D. A discontinuance notice provided to a customer shall include:
 - 1. The name and address of the Customer, the service address if different than the Customer's address; and
 - 2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
 - 3. How the customer may avoid the discontinuance; and

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY CONTINUED

4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and

5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.

E. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. 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 efforts to inform such occupant(s).

F. 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 twenty-one (21) days, and the Company may require proof of a medical emergency.

G. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY CONTINUED

Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.

- H. The provisions of paragraphs C. and E. above may be waived if safety of Company personnel while at the premises is a consideration.
- I. 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.
- J. In case 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.
- K. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- L. The Company shall deal with Customers, handle Customer accounts, and manage discontinuance of service procedures in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- M. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rule 8 TERMINATION OF WATER SERVICE AT CUSTOMER'S REQUEST

- A. Service will be terminated at the Customer's request, by giving not less than twenty-four (24) hours 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 turn-off by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. Turn-off and turn-on charges shall apply, and are specified in the Schedule of Service Charges.
- D. A Customer who requests termination of service, but returns to the premises and requests water service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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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. Whenever service is interrupted for scheduled repairs or maintenance, 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.
- B. No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the Company.
- C. 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 water usage in a reasonable and non-discriminatory manner.

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Rule 10 BILLS FOR SERVICE

- A. The charges for water service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Other applicable service charges are set forth in the Schedule of Service Charges in these Rules and Regulations.
- B. A Customer who has made application for, or is receiving the benefit of, water service to a unit shall be responsible for payment for all water service provided to the Customer at said unit from the date of connection until the date requested by the Customer by proper notification to the Company to terminate 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 would be considered 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, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- 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

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Rule 10 BILLS FOR SERVICE CONTINUED

Company shall render bills monthly.

- G. Monthly bills shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day. 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. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. 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 and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.
- 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 or quarterly 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:
 - 1. Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or,
 - 2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or,
 - 3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,

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Rule 10 BILLS FOR SERVICE CONTINUED

- b. Is and has been regularly employed full time for at least one (1) year; or,
- c. Has an adequate and regular source of income; or
- d. Can provide credit references from a commercial credit source.

J. The Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued service if:

- 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
- 2. The utility service to the unit has been diverted or interfered with in an unauthorized manner; or,
- 3. 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.

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 shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. 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 (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility

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Rule 10 BILLS FOR SERVICE CONTINUED

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 shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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Rule 11 METERS AND METER INSTALLATIONS

- A. When water meters are utilized for billing, the Company shall furnish and install a suitable meter for each Customer, and the Company's installed meter shall be the standard for measuring water used to determine the bill. All meters shall be furnished, installed, maintained and removed by the Company and shall remain its property.
- B. 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. No meter size selection will be based solely on the size of the Customer's service line. 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 larger or smaller meter shall be paid by the Customer.
- C. Domestic water service to any one Customer at a single premises shall be furnished through a single service connection. Individual units of a multi-unit building may have separate connections and meter installations only if each unit has separate plumbing, ground-level space, an individual service connection and meter installation location, and frontage to a Company-owned main. For multi-unit buildings with one service connection and meter installation, the inside piping may be rearranged at the Customer's own expense so as to separate the units and meter tenants, then divide the bill accordingly.
- D. The owners of premises wherein meters are located shall be held responsible for the safekeeping of the Company's meters and metering appurtenances, and are required to keep meters located within their property accessible to the Company for reading and for meter change outs. If a Customer limits accessibility, or fails to protect a meter against damage, the Company may discontinue service and/or refuse to supply water until accessibility is restored and the Company is paid for any such damage. The amount of the charge shall be the cost of the necessary replacement parts and the labor cost necessary to make the repair.

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Rule 11 METERS AND METER INSTALLATIONS CONTINUED

- E. If the Company determines that no suitable outdoor location is available, then the meter may be installed inside the Customer's premises where the water service line enters the building and just downstream of the inside shutoff valve. The Company shall install a curb stop within the service connection at or near the property line as practical. When the meter is installed inside the Customer's premises, the Customer will either provide a meter yoke to accept installation of the Company's meter, or provide proper fittings for the house plumbing pipe to allow for direct installation of the Company's meter, along with a proper grounding strap installed around the meter to prevent electric charge build-up on either side of the meter or while a meter is removed. If installation in a special setting is necessary, the excess cost of installation shall be paid by the Customer.
- F. If an existing basement meter location is determined by the Company to be inadequate or inaccessible, then the Customer must provide for the installation of a meter to be located at or near the Customer's property line. The Customer shall furnish or obtain from the Company, as appropriate, the necessary meter installation appurtenances conforming to the Company's specifications, and the cost of said appurtenances and labor shall be paid by the Customer.
- G. Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain provided the meter is readily accessible, at the Company's and Customer's convenience as determined by the Company, for servicing and reading and the meter space provided is located where the service line enters the building. The Company may, at its discretion, require the Customer to install a remote reading device at an approved location, for the purpose of reading the meter. It is the responsibility of the Customer and/or the owner of the premises to provide a location for the water meter which, in the event of water discharge as a result of leakage from the meter or couplings, will not result in damage. The Company's liability for damages to any and all property caused by such leakage shall in no event exceed the price of water service to the affected premises for one average

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Rule 11 METERS AND METER INSTALLATIONS CONTINUED

billing period in the preceding year. Where damage is caused by the negligence of Company personnel at the premises, this limitation will not apply. If a Customer refuses to provide an accessible location for a meter as determined by the Company, the Company will notify the Staff of the Water and Sewer Unit of the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.

- H. The Customer shall promptly notify the Company of any defect in, or damage to, the meter setting.
- I. 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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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 the Customer. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by Regulations of the Missouri 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; otherwise, an approved charge will be made if the test indicates meter accuracy within five percent (5%).
- C. A meter test requested by the Customer may be witnessed by the Customer or the Customer's duly authorized representative, except for tests of meters larger than two inch (2") inlet, which will be conducted by the water manufacturer. A certified copy of the test report will be provided to the Customer.
- D. If a test shows an average error of more than five percent (5%), billings shall be adjusted in accordance with Rule 13.

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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 Missouri 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; or
 - 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 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 on any such test to over-register, the Company shall refund to the Customer any overcharge caused during the period of inaccuracy as above defined. The refund shall be paid within a reasonable time and may be in the form of a bill credit.

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Rule 14 EXTENSION OF WATER MAINS

- A. This rule shall govern the extension of mains by the Company within its certified 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. The estimate will not include unanticipated costs such as rock excavation.
- C. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company the amount determined in paragraph B. above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained, as per Rule 5 B. 1. or 3., and as specified in the Schedule of Service Charges. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains of twelve inches (12”) or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company.
- D. The cost to single-family residential applicant(s) connecting to a main extension for which other applicant(s) paid an amount determined in paragraph B., above, subject to subsequent adjustments for actual cost, shall be as follows:
 - 1. For single-family residential applicant(s) 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.

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 Water Service

Rule 14 EXTENSION OF WATER MAINS CONTINUED

2. For single-family residential applicant(s) applying for service in areas that are unplatted in subdivision lots, an applicant(s) cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times one hundred (100) feet.
3. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs D.1. or D.2. above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

<u>Meter Size</u>	<u>Flow Factor</u>
5/8"	1
3/4"	1.1
1"	1.4
2"	2.9
4"	14

- E. Refunds of funds paid by applicant(s) for any estimated costs or actual costs of a main extension shall be made to such applicant(s) as follows:
1. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.
 2. During the first ten (10) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with paragraph D. above. The refund shall be paid within a reasonable time after the money is collected.

* Indicates new rate or text
 + Indicates change

Issue Date: _____
 Month /Day/Year

Effective Date: _____
 Month /Day/Year

ISSUED BY _____
 Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Water Service

Rule 14 EXTENSION OF WATER MAINS CONTINUED

3. The sum of all refunds to any applicant shall not exceed the total amount which the applicant(s) has paid.

F. Extensions made under this rule shall be and remain the property of the Company.

G. 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.

H. 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 larger size of pipe shall be borne by the Company.

I. No interest will be paid by the Company of payments for the extension made by the applicant(s).

J. 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.

* Indicates new rate or text

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Rules and Regulations Governing Rendering of
Sewer Service

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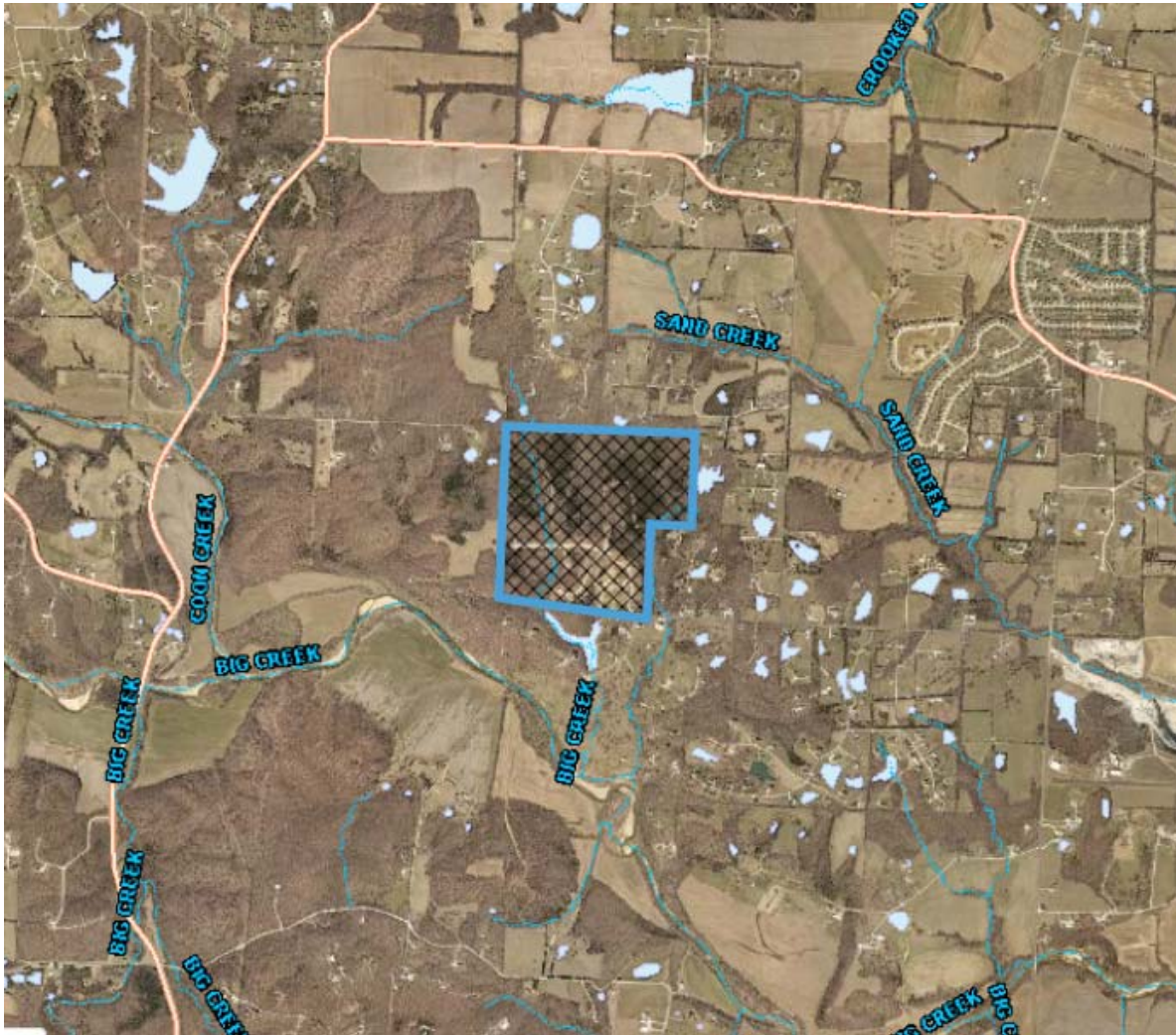
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Rules and Regulations Governing Rendering of Sewer Service

Map of the Auburn Lakes Service Area



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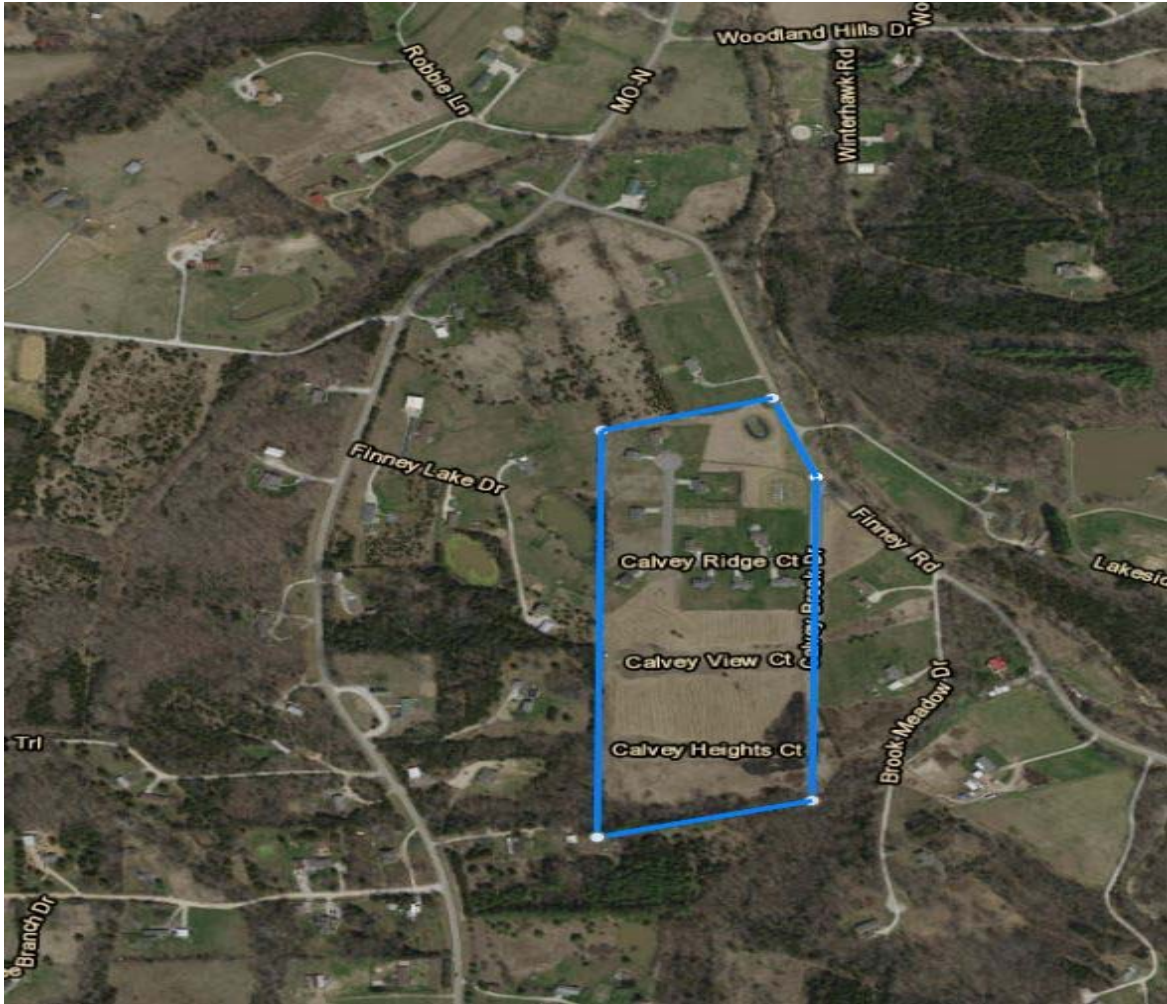
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Rules and Regulations Governing Rendering of Sewer Service

Map of the Calvey Brook Service Area



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Map of the Castlereagh Estates Service Area (formally Mill Creek)



- * Indicates new rate or text
- + Indicates change

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Month /Day/Year

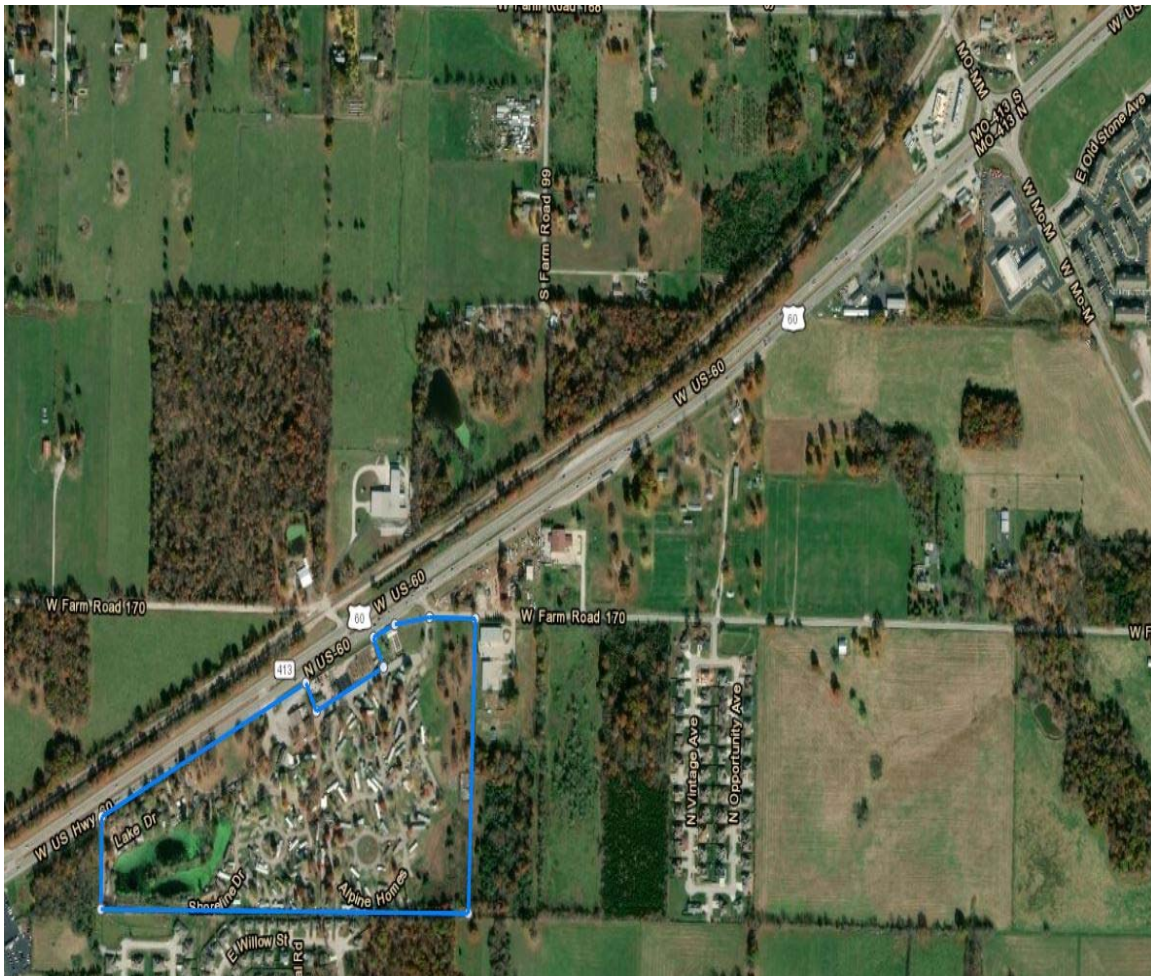
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Map of the Chalet City West Subdivision/Alpine Village Community Service Area (formally The Willows Utility Company)



- * Indicates new rate or text
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Map of the Lake Virginia Service Area



- * Indicates new rate or text
- + Indicates change

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Month /Day/Year

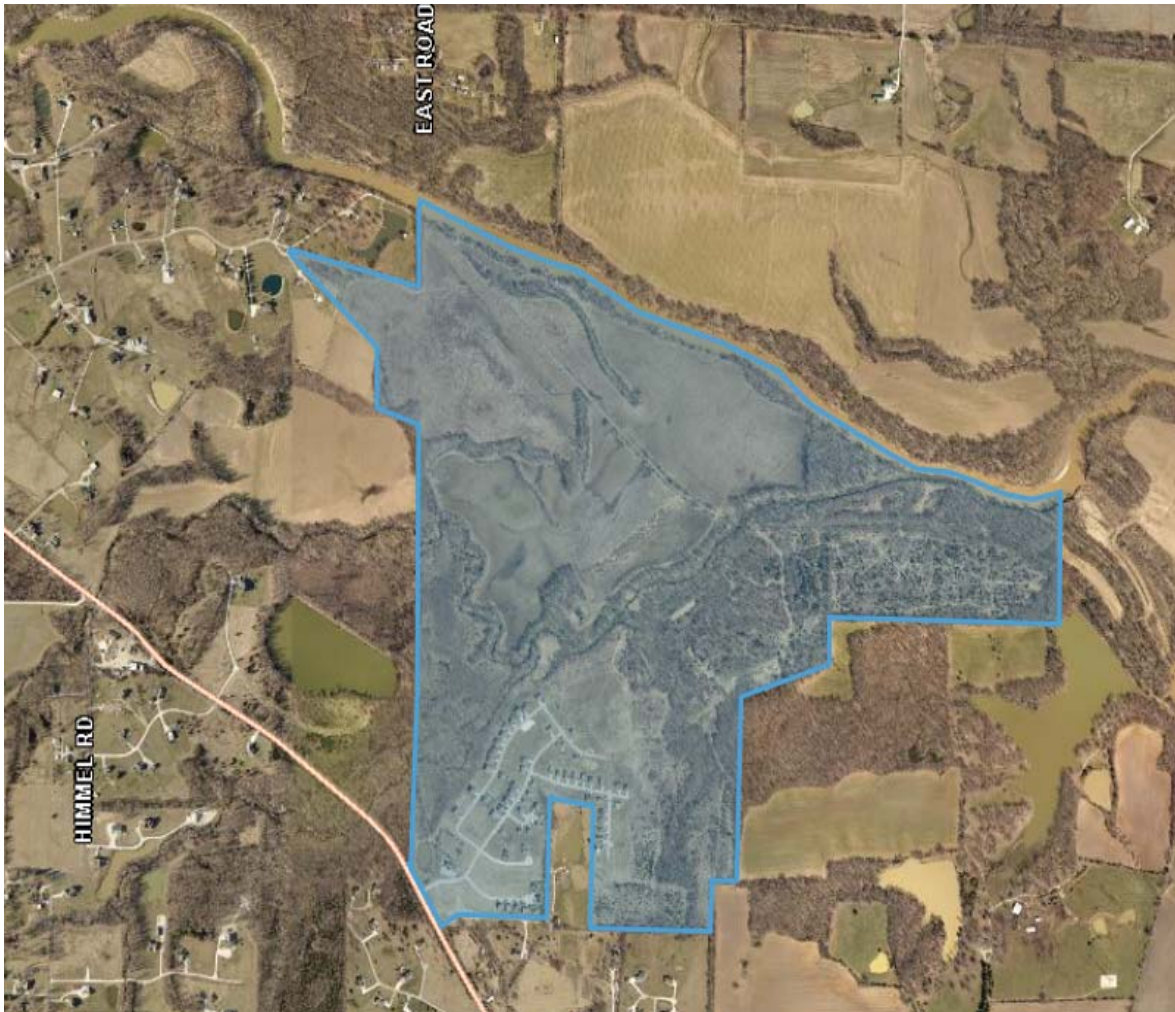
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Map of the Majestic Lakes Service Area



- * Indicates new rate or text
- + Indicates change

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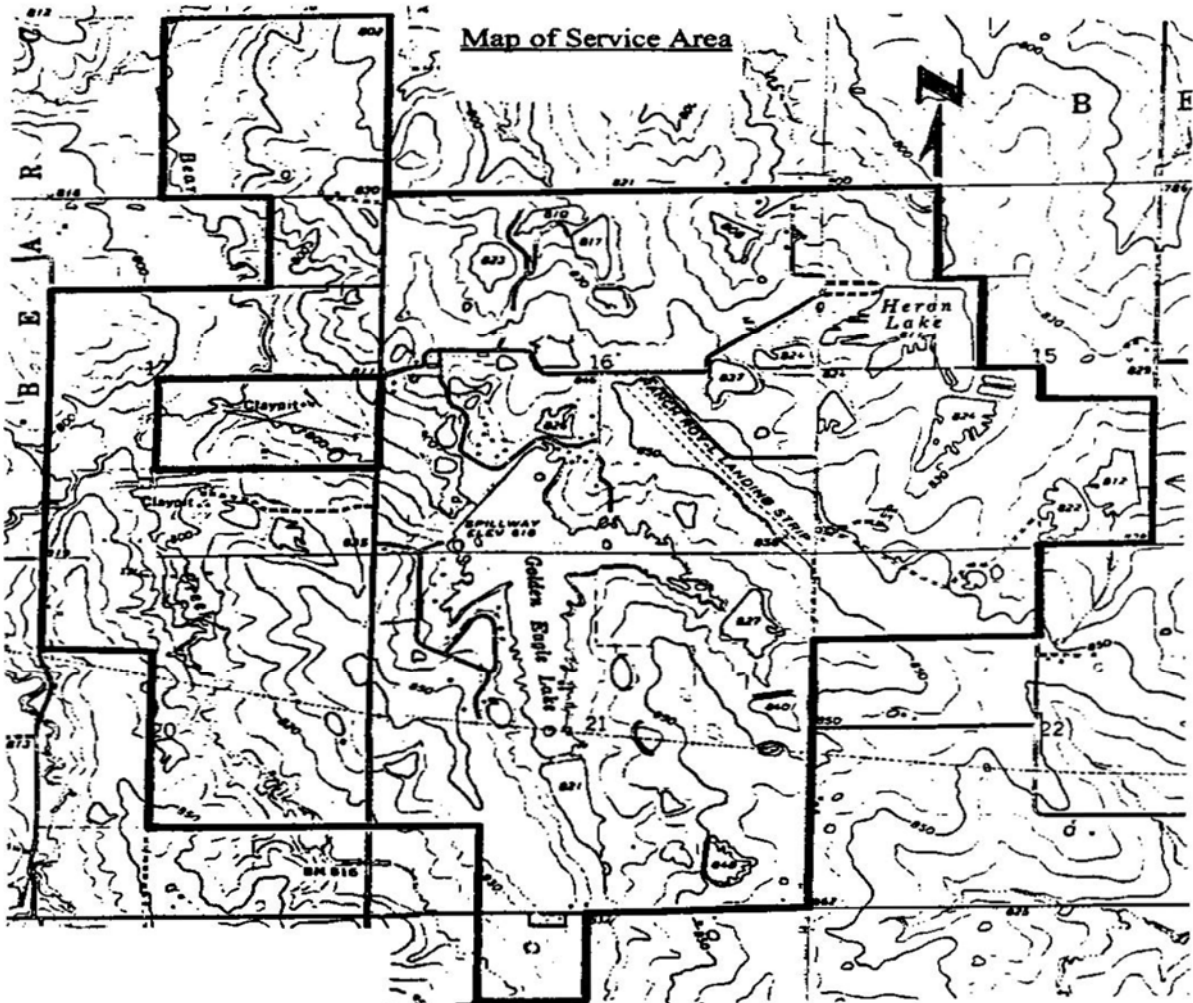
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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Rules and Regulations Governing Rendering of Sewer Service

Map of the Roy-L Service Area



- * Indicates new rate or text
- + Indicates change

Issue Date: _____
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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Map of the Villa Ridge Service Area (formally The Willows Utility Company)



* Indicates new rate or text
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Month /Day/Year

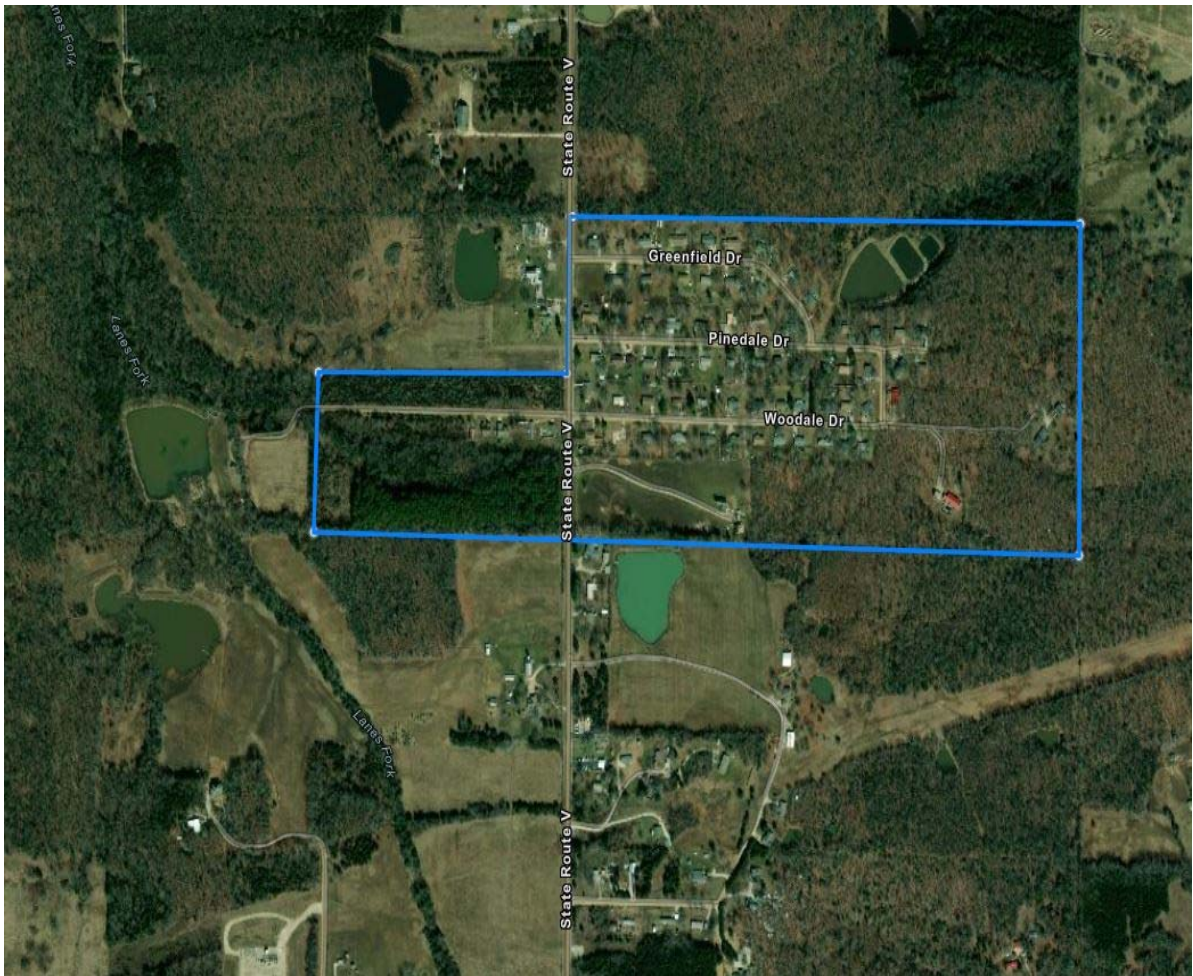
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Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Map of the Whispering Pines Subdivision Service Area (formally Gladlo)



- * Indicates new rate or text
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Issue Date: _____
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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Legal Description of the Auburn Lakes Service Area

The area served consists of part of the Northwest Quarter of Section 23, Township 48 North, Range 1 West of the 5th P.M., in Lincoln County, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of the Northwest ¼ of Section 23 in Township 48 North, Range 1 West; thence along the North line of said Northwest ¼ South 87°43'22" East 2728.78 feet to the Northeast corner of said Northwest ¼; thence along the East line of said Northwest ¼ South 1°48'43" West 1340.53 feet; thence leaving said East line North 85°57'01" West 545.11 feet; thence South 3°23'07" West 1358.79 feet to the Centerline of Gibison Road, as it exist January 2020; thence along the Centerline of said road North 86°54'11" West 658.03 feet; thence North 81°42'01" West 101.05 feet; thence leaving said Centerline North 8°22'58" East 39.92 feet; thence North 81°32'24" West 1405.94 feet to the West line of said Northwest ¼; thence along said West line North 1°28'59" East 1132.66 feet; thence North 2°14'23" East 1338.47 feet to the Point of Beginning.

Said tract containing 148 acres, more or less.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Legal Description of the Calvey Brook Service Area

A tract of land located in Section 20, within Township 42 North Range 2 East, in Franklin County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the North line of Section 20, in Township 42 North Range 2 East, and Finney Road in Franklin County, as it exist on January 2020; thence along the Centerline of Finney Road, as it exist January 2020, 250 feet m/l to the Point of Beginning; thence 371 feet m/l until it meets the Centerline of Calvey Brook Drive, as it exist on January 2020; thence South 1434 feet m/l along the centerline of Calvey Brook Drive, as it exist on January 2020, to a point; thence South 87° West 620 feet m/l; thence due North 1645 feet m/l to a point; thence, North 73° East 543 feet m/l to the Point of Beginning.

Said tract containing 25 acres, more or less.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Rules and Regulations Governing Rendering of
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Legal Description of the Castlereagh Estates Service Area (formally Mill Creek)

A tract of land in US Survey 361 in Saint Louis County, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of US Survey 361; thence along the Western line of said US Survey 2000 feet m/l to a point; thence North 83° East 1940 feet m/l to the Point of Beginning; thence North 74° West 260 feet m/l to a point; thence South 54° West 162 feet m/l to a point; thence North 9° West 292 feet m/l to the Centerline of Kings Court, as it exist January 2020; thence along the Centerline of Kings Court 173 feet m/l to the Centerline of Kings Drive, as it exist January 2020; thence along the Centerline of Kings Drive 210 feet m/l to a point; thence North 32° West 32 feet m/l to a point; thence North 60° West 210 feet m/l to a point; thence North 27° West 648 feet m/l to a point; thence North 20° West 512 feet m/l to a point; thence South 54° East 138 feet m/l to a point; thence North 88° East 319 feet m/l to a point; thence South 81° East 460 feet m/l to the Centerline of Kings Drive, as it exist January 2020; thence South 24° West 99 feet m/l to a point; thence South 72° East 312 feet m/l to a point; thence North 13° East 646 feet m/l to a point; thence South 70° East 1136 feet m/l to a point; thence South 58° East 115 feet m/l to a point; thence South 67° East 317 feet m/l to the Centerline of Kings Drive; thence 127 feet m/l along the Centerline of Kings Drive; thence North 84° East 161 feet m/l to a point; thence South 66° East 261 feet m/l to a point; thence South 20° West 458 feet m/l to a point; thence South 60° East 77 feet m/l to a point; thence South 16° West 193 feet m/l to a point; thence South 66° West 866 feet m/l to a point; thence North 62° West 252 feet m/l to a point; thence South 66° West 500 feet to a point; thence South 31° West 217 feet m/l to a point; thence North 75° West 389 feet m/l to the Point of Beginning.

Said tract containing 84 acres, more or less.

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Legal Description of the Chalet City West Subdivision/Alpine Village Community
Service Area (formally The Willows Utility Company)

A tract land located in Sections 15 and 16 in Township 28 North Range 23 West in Greene County, Missouri, and being more particularly described as follows:

Beginning in the Northwest corner of Section 15 in Township 28 North Range 23 West; thence 924 feet m/l along the North line of said Section to the True Point of Beginning; thence South 1314 feet m/l to the South line of the Northwest ¼ of the Northwest ¼; thence 2276 feet m/l to the Southwest corner of the Northeast ¼ of the Northeast ¼; thence North 406 feet m/l to the South right-of-way of US Highway 60; thence 1380 feet m/l along the South right-of-way of US Highway 60 to a point; thence South 65° East 178 feet m/l to a point; thence North 63° East 468 feet m/l to a point; thence North 23° West 164 feet m/l to the South right-of-way of US Highway 60; thence North 68° East 197 feet m/l to the North line of Section 15 in Township 28 North, Range 23 West; thence 443 feet m/l along North line of said Section to the Point of Beginning.

Said tract containing 51 acres, more or less.

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- + Indicates change

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Legal Description of Lake Virginia Service Area

A tract of land located in Section 8, Section 9 and US Survey 423, all being in Township 40 North Range 5 East in Jefferson County, Missouri, and being more particularly described as follows:

Beginning at the North corner of US Survey 2978, where it meets the center of Section 8 in Township 40 North Range 5 East; thence 238 feet m/l due North along the Centerline of said Section to a point; thence 2439 feet m/l due East to the Centerline of Mapaville-Hematite Road in Jefferson County, as it exist January 2020; thence 3115 feet m/l Southeasterly along the said Centerline; thence 629 feet m/l North 81° West; thence 243 feet m/l South 20° West; thence 281 feet m/l North 70° West; thence 41 feet m/l South 14° West; thence 456 feet North 66° West; thence 630 feet North 69° West ; thence 135 feet m/l South 35° West to the boarder of US Survey 2978 and Section 8; thence 2850 feet m/l Northwesterly along the Northeast line of US Survey 2978 to the Point of Beginning.

Said tract containing 128 acres, more or less.

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- + Indicates change

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Rules and Regulations Governing Rendering of
 Sewer Service

Legal Description of the Majestic Lakes Service Area

Beginning in the Northeast corner of Section 15 in Township 48 North, Range 1 East; thence Southerly 1417 feet m/l along Eastern line of said Section to a point; thence North 88° West 206 feet m/l to a point; thence South 1° West 383 feet m/l to a point; thence North 89° West 1023 feet m/l to a point; thence North 1° East 937 feet m/l to a point; thence North 79° West 370 feet; thence South 1° West 917 feet m/l to a point; thence North 87° West 362 feet m/l to a point; thence North 89° West 390 feet m/l to a point; thence South 58° West 159 feet m/l to the east right of way of Highway MM; thence along the east right of way Northwesterly 517 feet to the West line of Northeast ¼ of Section 15; thence North along said West line 3411 feet m/l to a point; thence North 69° West 361 feet m/l; thence North 0° East 464 feet m/l to a point; thence North 45° West 1044 feet to East right of way of Rolling Meadows Drive, as it exist January 2020; thence going 32 feet m/l around the right of way in a Northeastern direction, thence leaving said right of way in a South 75° East 1120 feet m/l to West line of Southeast ¼ of Section 10; thence North 1° East 663 feet m/l to Centerline of Cuivre River, as it exist January 2020; thence following said Centerline 5900 feet to Eastern line of the Southwest ¼ of Section 11 in Township 48 North, Range 1 East; thence South 0° 983 feet m/l to a point; thence North 89° West 1893 feet m/l to a point; thence South 0° 364 feet m/l to a point; thence South 64° West 789 feet m/l to Point of Beginning.

Said tract containing 408 acres, more or less.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Legal Description of the Roy-L Service Area

The northeast fourth of the northwest quarter of Section 28 except approximately 3 acres described as follows: Beginning at a point on the south line of the public road 298 feet west of the northeast corner of said northeast fourth of the northwest quarter, thence south 155 feet, thence west parallel with said road 444 feet, thence north 155 feet, thence east along south line of said road 444 feet to the point of beginning; the southeast quarter of Section 8, the northeast one-fourth of the northeast quarter of Section 17; the south one-half of the northeast quarter of Section 17; the southeast quarter of the northwest quarter of Section 17; the east one-half of the southwest quarter of Section 17; the south one-half of the southeast quarter of Section 17; the northeast quarter of Section 20; the north east quarter of the northwest quarter of Section 20; the north one-half of the southeast quarter of Section 20; all of Section 16; the north one-half of Section 21; the southeast quarter of Section 21; the east one-half of the southwest quarter of Section 21; the northwest one-fourth of the southwest quarter of Section 21; the north one-half of the north-west quarter of Section 22; the southwest quarter of Section 15; the west one-half of the southeast quarter of Section 15; except 15.34 acres, part of the northwest fourth of the southeast quarter of Section 15 described as follows: Beginning at the center of said Section 15, thence east along the east-west center line 1357.34 feet to the center of the County road, thence 16' 30" west along the center of said road 492.82 feet, thence west 1354.42 feet, thence north 3'50" west 492.82 feet to the point of beginning; the west half of the northwest quarter of Section 15; 14.934 acres part of the southeast fourth of the northwest quarter of Section 15, described as follows: Commencing at the center of said Section 15, run thence west along the east-west center line of said Section 815 feet to the point of beginning, thence continuing west along said east-west center line 492.82 feet, thence north 32' 30" west 1320 feet, thence east 492.82 feet, thence south 32' 30" west 1320 feet to the point of beginning. All in Township 48 of Range 4 West of the Fifth Principal Meridian in Montgomery County, Missouri.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
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Legal Description of Villa Ridge Service Area

A tract of land in Section 22 and 23 in Township 43 North Range 1 East in Franklin County, Missouri, and being more particularly described as follows:

Beginning in the Northwest corner of Section 23 in Township 43 North Range 1 East in Franklin County, Missouri; thence 1331 feet m/l along the North line of said Section to a point that is the Northeast corner of the Northwest ¼ of the Northwest ¼; thence 2392 feet South along the East line of the Western ½ of the Northwest ¼ of Section 23 in Township 43 North Range 1 to the Centerline of State Highway AT; thence Westerly 1995 feet m/l along the said Centerline, passing the West line of Section 23, to a point; thence North 88° West 881 feet m/l to the Centerline of Rock Bridge Road, as it exist January 2020; thence Northerly along said Centerline 320 feet m/l; thence North 71° West 539 feet m/l to a point; thence North 19° East 200 feet m/l to a point; thence South 75° East 488 feet m/l to the Centerline of Rock Bridge Road, as it exist January 2020; thence Northerly along said Centerline 1513 feet m/l to the Centerline of State Highway M, as it exist January 2020; thence Northeasterly along said Centerline to its intersection of the North line of Section 22 in Township 43 North Range 1 East; thence 930 feet m/l along said Section line to the Point of Beginning.

Said tract containing 154 acres, more or less.

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Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
Sewer Service

Legal Description of the Whispering Pines Subdivision Service Area (formally Gladlo)

A tract of land located in Sections 19 and 20, within Township 38 North Range 7 West, in Phelps County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 20 in Township 38 North, Range 7 West in Phelps County, Missouri; thence along the North line of said South 1/2 of the Northwest 1/4 to the East line of the West 1/2 of Section 20, 3187.5 feet m/l; thence South along the East line of the Western 1/2 of Section 20 to Southeast corner of the Northwest 1/4 of Section 20, 1625 feet m/l; thence West along the South line of the Northwest 1/4 to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 19, 4750 feet m/l; thence, North 812.5 feet m/l along the West line of the said 1/4 of 1/4 in Section 19; thence East along the North line of the said 1/4 of 1/4 to State Route V, as it exist January 2020, 562.5 feet m/l; thence, North 823 feet m/l along the centerline of State Route V, as it exist January 2020, to the Point of Beginning.

Said tract containing 102 acres, more or less.

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- + Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
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Schedule of Rates

AVAILABILITY – This rate is available to all residential (“domestic”), commercial, industrial, and other public authority customers.

FLAT RATE - Customers will be billed a monthly charge of \$72.48. When bills are rendered for a period of less than one-half (1/2) of a complete billing period due to connection or termination of service, the billing shall be for one-half (1/2) the monthly charge; if a bill is rendered for a period equal to or greater than one-half (1/2) of a complete billing period due to connection or termination of service, the billing shall be for the full monthly charge.

PAYMENT TERMS - All bills for service under this schedule will be rendered in arrears on a monthly basis. The due date on the tariff shall be ten (10) days after the "date of rendition" of the bill to the customer. The customer's bill will be due and payable after this due date. The delinquent date printed on the bill will not be less than twenty-one (21) days after the date of the postmark of the bill. Any accounts remaining unpaid at the expiration of twenty-one (21) days shall be considered delinquent and the Company may take such action as specified in its filed rules and regulations.

TAXES - These rates do not include any municipal, state or federal taxes computed on either billing or consumption such taxes applicable shall be added as separate items in rendering each bill.

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Name and Title of Issuing Officer Mailing Address

Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of Sewer Service

Schedule of Service Charges

The following Miscellaneous Charges apply as authorized and Described elsewhere in the Company's filed Rule and Regulations:

New Service Connection Actual Cost
Consists of the costs incurred by the Company for construction including parts, material, labor and equipment, but excluding the cost of the meter. See Rule 5 B.

Service Connection Inspection \$82.50
See Rule 5 B. 2 and 5 B. 3.

Turn-On/Turn-Off Requested by the Customer

\$27.50 8 am to 5 pm Monday through Friday, when scheduled at least 24 hours in advance.
\$164.00 before 8 am and after 5 pm and on Saturday & Sunday, or when scheduled with less than 24 hours' notice.

Turn-On/Turn-Off Associated With Non-Payment \$27.50 Per Trip

On-site Collection Charge \$27.50
This charge will be added to the current bill if the Company personnel is on-site to disconnect the service when the Customer pays the bill. The disconnection fee may not be assessed if the service is not physically disconnected.

Meter Test Fee \$120.00
See Rule 12 B.

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
Service Area: Missouri Service Areas

Rules and Regulations Governing Rendering of
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Schedule of Service Charges Continued

Late Charges \$5 or 3%
The late charge is calculated monthly with the greater amount above being added to the delinquent bill in accordance with Rule 10 G.

Returned Check Charges \$25

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+ Indicates change

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Name of Utility: Confluence Rivers Utility Operating Company, Inc.
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Rules and Regulations Governing Rendering of Sewer Service

Rule 1 – Definitions

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities; two or more such entities may make one application for a sewer extension, and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- B. "B.O.D" denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- C. "C.O.D" denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.
- D. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service tees, wyes and saddles, 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. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connected to the pipeline, and is sometimes referred to generically as a COLLECTING SEWER.

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Rule 1 Definitions Continued

- E. The "COMPANY" is Confluence Rivers Utility Operating Company, acting through its officers, managers, or other duly authorized employees or agents.
- F. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- 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, or may be the date of commencement of construction of the building upon the property.
- 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 the service sewer, or turn-off 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; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 6 - Improper or Excessive Use.

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Rule 1 Definitions Continued

- K. 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.
- L. "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 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- M. A "PUMP UNIT" is a self-contained facility consisting generally of a tank and an electric pump and may include liquid level controls, an alarm, and check valves; the Pump Unit may either separate solid from liquid waste retaining the solid waste in the tank and pumping the liquid waste under pressure to collecting sewer pipelines (septic tank effluent pump or STEP), or may pump waste water including solids to a collecting sewer or a pressure collecting sewer (grinder pump). The PUMP UNIT is installed, owned and maintained by the Customer.
- N. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- O. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.

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Rule 1 Definitions Continued

- P. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during periods of seasonal absence or turn-off.
- Q. A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a tee branch or wye branch, or the bell of a saddle placed on the barrel of the collecting sewer.
- R. A "SERVICE SEWER" or "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 tees, wyes or saddles. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer.
- S. 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 re-subdivision thereof.
- T. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.

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Rules and Regulations Governing Rendering of
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Rule 1 Definitions Continued

- U. "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.

- V. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, owned or leased. Each mobile home in a mobile home park, and each rental unit of a multi-tenant rental property are considered as separate Units for each single family or firm occupying same as a residence or place of business.

- W. A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline, and to which the Customer's service sewer is connected.

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Rule 2 - General Matters

- A. Every applicant, upon signing an application for sewer service or any Customer accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in the numbered sheets of this tariff. The rates applicable to appropriate class of service in particular service areas are set forth in rate schedules and constitute a part of this tariff.
- C. The Company reserves the right, subject to approval from the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time-to-time deem necessary or proper.
- D. After the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these Rules and Regulations, in accordance with the statutes of the State of Missouri, and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not conform with these Rules and Regulations may remain, if said facilities do not cause any service problems or improper use, and reconstruction is impractical.
- E. The point of sewer service provided by the Company shall be at the service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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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 and Regulations.
- 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 and Regulations.
- C. The Company shall not be responsible for damages due to any failure to remove waste water from the premises, or for interruption if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages because of any interruption of sewer service, or for damages caused by defective piping, fittings, fixtures or appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to damages from Acts of God, civil disturbances, war, government actions, and other uncontrollable occurrences.

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Rules and Regulations Governing Rendering of
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Rule 4 – Applications For Sewer Service

- A. A written application for service, signed by the Customer, and accompanied by the appropriate fees as provided in the Schedule of Rates, the Schedule of Service Charges, Rule 11 - Extension of Collecting Sewers, and other information required by these Rules, must be received from each Customer. Said application must be filed in writing three (3) business days in advance stating the street, house number, name of the applicant, name of the property owner, and the time, at which connection is to be made.
- B. The Company shall have the right to refuse service for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for sewer service at any location within the Company's service area.
- C. In any case where a collecting sewer extension or unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for service specifying a reasonable period of time for the Company to provide the service.
- D. If the Customer is a tenant, the Company shall notify the owner of the property or owner's property manager or other agent, if known to the Company, that such owner or property manager may be responsible for payment of the sewer service bill associated with the application.
- E. A prospective Commercial or Industrial Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available. If a sewer extension as provided for in Rule 11 - Extension of Collecting Sewers will be

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Rule 4 Applications for Service Continued

necessary, or if the Customer will be required to own, operate, and maintain a pretreatment facility, the Customer will also be so advised.

- F. 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 by 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.
- G. The Company will determine or approve the location of the service connection. 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 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other future purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.
- H. A new service connection shall be authorized when all conditions in the above paragraphs, and Rule 5 – Inside Piping and Customer Service Sewer, regarding application, construction and inspection provisions, are met.
- I. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.

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Rule 5 – Inside Piping And Customer Service Sewer

- A. The Customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer, with the approval of the Company. The Customer shall notify the Company prior to cleaning or repairing the service sewer.

- B. When a service sewer is to be connected to the collecting sewer, the plumber shall advise the Company twenty-four (24) hours in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. No backfill shall be placed until the work has been inspected by the Company. In the event the Customer or the Customer's agent shall damage a tee branch, wye branch or saddle, or cause damage to the collecting sewer, then the Customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary.

- C. Plumbing specifications of all governmental agencies having jurisdiction, and these Rules and Regulations, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation 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.

- D. A separate and independent service sewer shall generally be required for every building. Exceptions are:
 - 1. When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer.

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Rule 5 – Inside Piping And Customer Service Sewer Continued

2. When two or more buildings are a part of a complex that cannot be subdivided.

E. The gravity service sewer shall be constructed using ductile iron pipe, polyvinyl chloride pipe (PVC), ASTM specification or equal; or other suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.

F. The size and slope of the gravity service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch gravity sewer pipe shall not be less than one-eighth (1/8) inch per foot.

G. Whenever possible, the 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 except where the service sewer enters the building area. The depth shall be sufficient to afford protection from frost. The 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.

H. 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.

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Rule 5 – Inside Piping And Customer Service Sewer Continued

- I. In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used.
- J. All excavations required for the installation of a service sewer and connection to the collecting 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.
- K. The connection of the service sewer to the collecting sewer shall be made at the tee branch or wye branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve inch (12”) diameter or less and there is no properly located tee branch or wye branch at a suitable location, such a branch shall be furnished and installed by the Customer at a location specified by the Company and by an installation method approved by the Company. If the collecting sewer is greater than twelve inches (12”) in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle shall be furnished installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The wye branch, tee branch, or saddle shall become a part of the Company’s collecting sewer and owned by the Company after installation.
- L. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.

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Rule 5 – Inside Piping And Customer Service Sewer Continued

- M. Company personnel may not work on piping or facilities not owned by the Company, unless authorized by the Customer. Except, the Company will work on Customer-owned Pump Units as provided for within these Rules and Regulations.
- N. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- O. Customer Service Sewers may not be extended along public streets or roadways or through property of others in connecting with the Company's collecting sewers. The service sewer may, however, extend through the collecting sewer easement and roadway easement as necessary in order to be connected to a collecting sewer located across and adjacent to a street in front of the Customer's living unit. The service sewer must be laid in a straight line and at right angles to the collecting sewer 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.

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Rules and Regulations Governing Rendering of Sewer Service

Rule 5A – Pressure Collecting Sewers

- A. This rule applies to customers on pressure collecting sewers, and is not applicable to customers on a gravity collecting sewer. Other rules elsewhere herein not applicable specifically to gravity collecting sewers or gravity service sewers also apply, in addition to this rule.
- B. Any customer proposing to discharge domestic sewage, and to be connected to a pressure collecting sewer, shall install at his own expense within the lot, a pump unit of suitable capacity. All pump units and components utilized in a pump unit must be approved by the Company prior to installation. Installation costs of the pump unit, electrical wiring and components, and service sewers between the dwelling and the pump unit and between the pump unit and the Company’s collecting sewers shall be the responsibility of the Customer. Electricity costs for pump operation shall be the responsibility of the Customer.
- C. The Company will locate the point to which the service connection to the pressure collecting sewer will be made, and the Customer shall furnish materials for the connection. All taps to the pressure collecting sewer shall be done **by the Customer, and subject to inspection by the Company**. One connection shall not service more than one property.
- D. The pressurized portion of the service sewer shall be constructed of copper, ductile iron or PVC pressure pipe.
- E. A stop cock shall be installed on the pressurized portion of the service sewer near the service connection. Said stop cock shall be in a location accessible to the Company so that it may be operated by either the Company or the Customer, and shall include a provision for locking by the Company. A check valve near the stop

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Rule 5A – Pressure Collecting Sewers Continued

cock may be required by the Company, depending upon the type of pump utilized. The stop cock and check valve will be furnished, owned and maintained by the Customer.

- F. In addition to other methods outlined elsewhere within these Rules, specifically Rule 7, for discontinuance of sewer service, 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 resuming service, in accordance with these Rules.
- G. The gravity service sewer from the building to the pump unit and the pressurized portion of the service sewer from the pump unit to the collecting sewer shall be owned and maintained by the Customer.
- H. The pump unit shall be owned by the Customer. The Customer shall be responsible for repair, or replacement if necessary, of the tank portion of a pump unit. The Customer shall be responsible for the cost of mechanical and electrical parts, miscellaneous material, and labor, necessary for the repair of a pump unit including emergency repairs.
- I. If a Customer does not timely undertake necessary repairs to a pump unit for which the Customer is responsible, and a failure of a pump unit is causing, or is reasonably expected to cause, a discharge of untreated sewage, then the Company may, at its option, discontinue sewer service as per Rule 7 – Discontinuance of Service, including exercising the provision of Rule 7 G. where thirty (30) day notice may be waived. Or, if practical, the Company may undertake repairs to the Customer’s pump unit and bill the Customer for reasonably incurred expenses for such repairs.

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Rule 5A – Pressure Collecting Sewers Continued

- J. The Company shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit. The Customer and/or the owner of the premises wherein pump units are in operation shall be responsible for the care and safekeeping of the pump unit, including electrical service to the pump unit, to prevent freezing and overflow as well as damage due to flooding caused by the pump unit.

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Rule 6 – Improper Waste or Excessive Use

- A. In the event that the Customer to be served proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require:
 - 1. The Customer to install a pretreatment facility, grease trap or other device on the premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company.
 - 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge, that could 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 or pump facilities, in a form approved by the Missouri Public Service Commission with a rate applicable to the Customer to be included within this Schedule of Rates, Rules, and Regulations, that is fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
- B. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers.
- C. The Customer shall not tamper with, by-pass, remove, or willfully damage a water meter that is used for calculation of sewer bills, or allow any such action.
- D. The Customer shall not attempt to discharge sewage either by an unauthorized service connection or direct unauthorized connection to a service sewer.
- E. Customers will not be permitted to allow discharge in any way from premises other

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Rule 6 – Improper Waste or Excessive Use Continued

than the service address, nor to permit the use of their drains or connections to the service sewer for waste discharge by others, without permission from the Company.

F. Except as may be provided in paragraph A.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:

1. Maximum temperature of 150 degrees Fahrenheit.
2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.).
3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
6. No garbage that has not been properly shredded.
7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.
8. No waste-water having a pH less than 5.0 or greater than 9.0, or having any

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Rule 6 – Improper Waste or Excessive Use Continued

other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.

- 9. No waste-water containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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Rule 7 – Discontinuance of Service

A. The Company may discontinue service for any of the following reasons:

1. Non-payment of a delinquent account not in dispute; or
2. Failure to post a security deposit or guarantee acceptable to the utility; or
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
4. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement.
7. Refusal after reasonable notice 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; or
8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, for unauthorized resale of sewer service, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's sewer system; or
9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not

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Rules and Regulations Governing Rendering of Sewer Service

Rule 7 – Discontinuance of Service Continued

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 and Regulations.

B. Discontinuance of service may be accomplished by, but not limited to, physical disconnection or turn-off of the Customer’s service sewer from the Company’s collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished by physical disconnection or turn-off, or discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:

1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.

C. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.

D. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.

E. None of the following shall constitute sufficient cause for the Company to discontinue service:

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Rule 7 – Discontinuance of Service Continued

1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or
2. The failure of the Customer to pay for service received at a separate point of service, residence, or location. In the event of discontinuance or termination of service at a separate residential point of service, residence, or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) service connection at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or
6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.

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Rule 7 – Discontinuance of Service Continued

F. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested, with a copy of the notice sent to the Public Service Commission and a copy to the property owner if different than the Customer and if known by the Company. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Missouri Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service.

G. A discontinuance notice provided to a customer shall include:

1. The name and address of the Customer, the service address if different than the Customer’s address; and
2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
3. How the customer may avoid the discontinuance; and
4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and

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Rule 7 – Discontinuance of Service Continued

- 5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.
- H. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. 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 efforts to inform such occupant(s).
- I. 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 twenty-one (21) days, and the Company may require proof of a medical emergency.
- J. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- K. The provisions of paragraphs I. and K., above, may be waived if safety of Company

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personnel while at the premises is a consideration.

- L. 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.
- M. In case 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.
- N. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- O. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- P. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rule 8 – Termination Of Service

- A. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. 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 turnoff of water service to that unit. The method used for termination of service shall be determined by the Company.
- B. A Customer may request temporary turn-off of water service or sewer service by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. A Customer who requests termination of sewer service, but returns to the premises and requests sewer service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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Rule 9 – Interruptions in Service

- A. The Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, 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 practicable to do so. Every effort will be made to minimize limitation of service.
- C. No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.
- D. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate sewage discharge in a reasonable and non-discriminatory manner.

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Rule 10 – Bills for Service

- A. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- B. A Customer who has made application for, or who is or has been taking sewer service at one or more units connected to the collecting sewer, shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- C. 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.
- D. Payments shall be made at the office of the Company or at a convenient location designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- 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. Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the Customer at such separate locations.
- G. The Company may render bills monthly in advance, or on a monthly basis in arrears when the sewer charges are based on water usage. Bills shall have the due date indicated on the bill. Bills will be rendered net, bearing the last date on

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Rule 10 – Bills for Service Continued

which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of 21 days after rendition of the bill. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 8. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. 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 and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.

- 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 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.
- I. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum. The owner of the property served will be held responsible for ultimate payment of a bill. If the customer is a tenant of rental property, copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property if the owner is known to the Company.
- J. Unless sewer charges are billed in advance, the Company may require a security deposit or other guarantee as a condition of new service if the Customer:
 - 1. Has a past-due bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service; or,
 - 2. Has, in an unauthorized manner, within the last five (5) years prior to applying for service, interfered with or diverted the service of a utility in the provision of the same type of service; or,

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Rule 10 – Bills for Service Continued

- 3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.

K. Unless sewer charges are billed in advance, the Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued or re-establishing service if service if:

- 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
- 2. The Customer has interfered with, diverted or, in an unauthorized manner, used utility service delivered to the customer’s premises; or,
- 3. 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. Prior to requiring a customer to post a deposit under this subsection, the utility shall send the customer a written notice explaining the utility’s right to require a deposit or include such explanation with each written discontinuance notice.

L. 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.

M. Interest shall be payable annually on all deposits, but shall not accrue after the

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utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.

- N. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- O. 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.
- P. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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Rules and Regulations Governing Rendering of Sewer Service

Rule 11 – Extension Of Collecting Sewers

- A. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost, if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the Company. The applicant may choose to have the Company perform all work under the terms and conditions of Paragraph C, following, or have a private contractor perform the work under the terms and conditions of Paragraph D, following. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.
- B. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for 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, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the Company.
- C. The Company will extend collecting sewers for the applicant under the following terms and conditions:
 - 1. Upon receipt of written application for service as provided in Rule 4, Applications for Service, the Company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, and the direct costs associated with supervision, engineering, permits, and bookkeeping.
 - 2. The applicant 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 C (1) above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.

Rule 11 – Extension Of Collecting Sewers continued

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- 3. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.
- D. 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, and contribute to the Company the estimated reasonable cost of the Company's inspection.
 - 2. The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
 - 3. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.
 - 4. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).
- E. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:
 - 1. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension,

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Rule 11 – Extension Of Collecting Sewers Continued

including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.

2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate, multiplied by 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.

F. Refunds of contributions shall be made to the original applicant as follows:

1. Should the actual cost of an extension constructed by the Company under Paragraph C, or actual costs for inspection by the Company under Paragraph D, above, be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.
2. During the first ten years after the extension is completed, the Company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with Paragraph E above.
3. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.
4. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity.

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Rule 11 – Extension Of Collecting Sewers Continued

- G. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
- H. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

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Disposition Agreement Attachment D

CXD Report

CONSUMER EXPERIENCE DEPARTMENT REVIEW

The purpose of the Customer Experience Department (“CXD”) is to investigate and make recommendations to the Commission on issues related to customer experience and customer expectations, which include promoting and encouraging efficient and effective utility management and customer service. These objectives contribute to the Commission’s overall mission to ensure that Missourians receive safe and reliable utility service at just, reasonable, and affordable rates.

The objectives of this review are to document and analyze the management control processes, procedures, and practices used by Confluence Rivers to ensure that its customers’ service needs are met and to make recommendations, where appropriate, by which the Company may improve the quality of services provided to its customers. The findings of this review will also provide the Commission with information regarding the Company’s customer service and business operations.

The scope of this review focuses on processes, procedures, and practices related to:

- Customer Billing
- Payment Remittance
- Credit and Collections
- Complaints and Inquiries
- Customer Communication

The CXD Staff examined the Company’s tariffs, Commission complaint and inquiry records, public comments and other documentation related to the Company’s customer service and business operations. In preparation of this report, the CXD Staff submitted initial data requests to the Company on September 30, 2019. Staff also submitted follow up requests and had conversations with Confluence Rivers’ staff for data request clarifications. Since this report was first distributed on November 27, 2019, CXD Staff performed a site visit with Nitor on December 3, 2019 in their Chesterfield, MO office.

Customer Billing

Confluence Rivers uses Nitor Billing Services, Inc. (“Nitor”) as a third-party customer contact center and for billing services. Nitor Billing Services is located in Chesterfield, Missouri and currently employs five customer service representatives. Nitor takes both emergency and customer service calls. Confluence Rivers also uses Nitor to calculate bills during the first week of the month in conjunction with MuniBilling. Each month bills are generated from the MuniBilling software system showing the amounts due for each customer. A file of bills to be

printed is prepared and compared to a billing report for accuracy.¹ In the coming months Nitor will switch from utilizing MuniBilling to Starnik billing system. Bill rendition is accomplished by a third-party mailing company, UPS Store in Jefferson City, who mails billing statements to customers within 2 days after receipt. Bills are due the last business day of each month and are considered delinquent the next day. Late fees are assessed two days after the delinquent date. The Company asserts that all customer data is stored in the cloud via a service provided by MuniBilling.²

Staff reviewed sample bills from each water and sewer system.³ The billing statement contains the Company name, address, and company's contact number and email address. The statement also has the account number, service address and a customer specific code to sign up online. Monthly charges include appropriate monthly rate, commodity charge, and meter reads (beginning and ending) if applicable. The billing statement also includes the previous balances, current charges, adjustments, payments and currently due amount and date. The Company's water and sewer tariffs include the applicable rates in each respective service territory where water and/or sewer service is provided.

Meter Reading

Confluence Rivers measures water usage in the Gladlo, Evergreen, Eugene, and Roy L service areas. Meter reading responsibilities are performed by an operator called Midwest Water. The operator reads the meters at the end of the month and compares the current reads to the previous months meter reads to check for unusually high or low reads.

Meter read data is entered into a master spreadsheet and is sent to Nitor Billing for processing. The readings and reading date are entered into the customer information system (CIS) and the CIS calculates the charge for usage based on the appropriate rates. Once entered into the CIS, the billing manager reviews the usage figures looking for any reads that are unusually high or low and will ask for a re-read if necessary. If the usage is unusually high and there is a potential leak, the customer will be notified by the billing manger.

Payment Remittance

Customer payment options include checks, credit and debit cards, money orders, and electronic bank drafts. Customers may mail checks or money orders to a St. Louis, Missouri, post office mailing address included on the billing statements.

Customers may access the Company's website to make payments from their checking account or with a credit or debit card. The website also provides options for customers to set up paperless billing or make automatic payments from a checking or savings account. Company personnel assert that bill payments are processed and recorded on the day they are received and bank deposits are made daily.

Credit and Collections

¹ DR 0053

² DR 0045

³ DR 0052

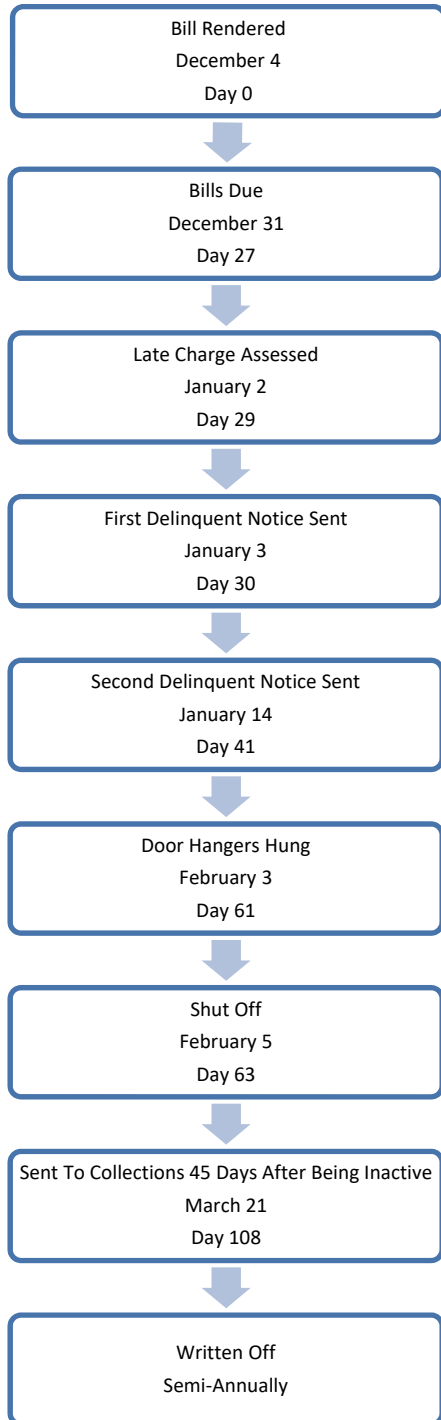
Customers requesting water or sewer service can request new service online at www.centralstateswaterresources.com/start-or-stop-service and follow the directions or a customer can call the customer care number (866) 945-3920 and a billing representative will take customer information over the phone. Confluence Rivers asserts that no deposits are required for service and it does not plan to require deposits in the future.⁴

Confluence Rivers has an established procedure for handling delinquent accounts through write off, although they are not writing off any delinquent funds at this time. The following illustration shows actions that would be taken on delinquent water and sewer accounts:

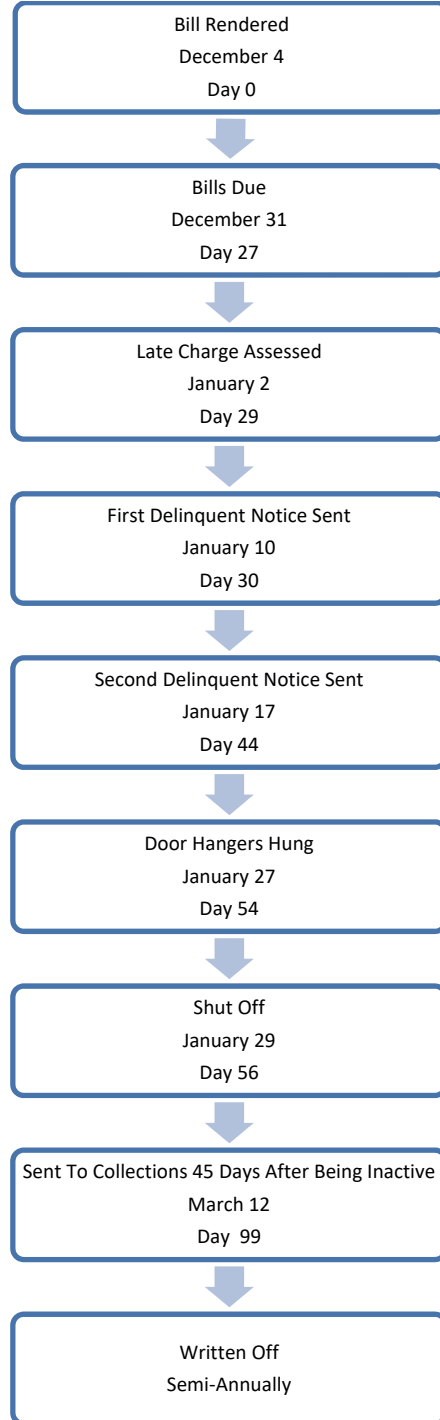
⁴ DR 0055

Delinquent Accounts

Sewer



Water



Complaints and Inquiries

Customers with questions or concerns may call the Company using the telephone number (866) 945-3920 that appears on their bills. If a customer is not satisfied, they will have the opportunity to talk to a supervisor. If the customer is still not satisfied they can talk to the Confluence Rivers Customer Service Manager who will call the customer back to resolve the issue. The customer is also given the Missouri Public Service Commission number and notes are placed in the customer's database file at that time, but no other summary log is kept of customer complaints and inquiries. Commission records for Confluence Rivers' water and sewer service indicate one informal complaint and zero formal complaints.

Customer Communication

Customer bills, special letters (boil order notices, payment agreements, maintenance, etc.), and the Company's website are all ways the Company conveys information to the customer. A Company brochure about rights and responsibilities required by Commission Rule 20 CSR 4240-13.040 is also provided to new customers. CXD Staff reviewed the brochure and it appears to comply with the applicable Commission rules.

Customers may contact Confluence Rivers 24/7 by telephone. The same phone number is accessible during both regular business and after hours. During regular business hours, Monday through Friday 8 a.m. to 5 p.m., customer calls are answered by Nitor customer service representatives. If a customer calls after business hours, the call is routed to a third-party answering service named Endicott. If the call is an emergency, the message will be routed to the appropriate personnel. For all other after hour calls, customers can leave a message and it will be addressed the following business day.

Findings, Conclusions, and Recommendations

The following discussion presents a summary of the findings, conclusions, and recommendations pertaining to Confluence Rivers' customer service operations. The information presented in this section focuses on the following issue that requires the Company's attention:

- Customer Complaint Log

Customer Complaint Log

The Company does not keep a record of customer contacts about any complaints it receives. Confluence Rivers' personnel assert that information is recorded within individual customer accounts but there is no separate log of customer complaints.

Commission Rule 20 CSR 4240-13.040(5) states “A utility shall maintain records on its customers for at least two (2) years which contain all information concerning ... (B) The number and general description of complaints registered with the utility; ...”

The availability of summary information about customer contacts is important for several reasons. A log of customer contacts would enable the Company to meet the Commission rule requirement for recording complaint information. The availability of documented customer contact information would enable Company management to evaluate why customers contact the Company, determine if any corrective measures could be taken to reduce customer contacts, and improve customer satisfaction. The availability of documentation regarding customer contacts would also help to show the Company’s responsiveness in addressing customer issues.

THE CXD STAFF RECOMMENDS THAT COMPANY MANAGEMENT:

Develop and implement a process to ensure all customer complaints received by Company personnel are documented and maintained for at least two (2) years. Documentation shall adhere to Commission Rule 20 CSR 4240-13.040 and include the customer name, address, nature of the complaint, date of occurrence, as well as an explanation of what the Company has done to address the complaint. This recommendation should be completed within thirty (30) days of the effective date of the Commission order.

Disposition Agreement Attachment E
Water and Sewer Department Report

WATER AND SEWER DEPARTMENT

FIELD OPERATIONS AND TARIFF REVIEW

Introduction

For this rate case, Confluence Rivers Utility Operating Company, Inc. (Confluence Rivers or Company) is seeking a rate increase for water and sewer companies for which the Commission approved the acquisition of the assets in Case Number WM-2018-0116. The certificates of convenience and necessity (CCN) from the Missouri Public Service Commission (Commission) for these systems became effective February 24, 2019. Several of these systems were formerly owned by PSC regulated utilities, and for these systems, the effective date of the original CCN is provided as background information.

The Company provides water service to approximately 542 customers in nine certificated service areas within Lincoln, Franklin, Cole, Phelps, Montgomery, Boone and Greene Counties, and sewer service to approximately 627 sewer customers in the service areas within Lincoln, Franklin, Phelps, St. Louis, Montgomery, Greene, and Jefferson Counties.

The water and sewer systems are currently serving Auburn Lake, Calvey Brook Estates, Castlereagh Estates Subdivision (“Mill Creek”), Gladlo Water and Sewer, Lake Virginia Subdivision East, Villa Ridge Estates, The Willows Utility Company, Roy-L Utilities, Smithview (“Kuhle H2O”), Evergreen Lakes, and Eugene.

The Missouri Department of Natural Resources (“DNR”) issued an Abatement Order on Consent (Abatement Order) No. 2019-WPCB-1582 that representatives of Confluence Rivers signed on April 1, 2019. The Abatement Order covers all Confluence Rivers systems except the water system and sewer systems that are located at Majestic Lakes. For the water and sewer systems that are covered by the Abatement Order, the specific deadlines for DNR submittals and the completion of system improvements are linked to the dates of closing on each system. In general, all submittals and system improvements were to be completed no more than 120 days after acquisition. All systems acquired by Confluence Rivers and in this rate case were acquired before June 1, 2019, making the deadline for completing all system improvements no later than September 29, 2019.

The DNR and the Missouri Attorney General required a separate settlement agreement with Confluence Rivers for Majestic Lakes, with a deadline of October 31, 2019 for the completion of system improvements.

To date, most of the system improvements are still under construction, and therefore, the costs of these improvements are not in this rate case. The Abatement Order does provide a mechanism for extending the completion deadlines.¹ Upon becoming aware that a deadline will be missed, Confluence Rivers is required to notify DNR, identify the deadline and the

¹ Abatement Order On Consent No. 2019-WPCB-1582 paragraph 76

reason for failing to meet the deadline, and propose an extension date of the deadline. DNR may grant an extension of the deadline. Deadlines may be extended up to the expiration date of the Abatement Order, March 30, 2020.²

PSC Staff submitted a Sunshine Request to DNR regarding Confluence Rivers' request for deadline extensions and DNR has yet to respond with documentation. From conversations with DNR, it is Staff's understanding that Confluence Rivers has received extensions on the deadlines for completing system improvements and that Confluence Rivers is abiding by the terms of the Abatement Order.

Staff from the Water and Sewer Department investigated the condition of each water and sewer system, including the performance and compliance with drinking water and wastewater environmental regulations. Staff performed inspections of the water and sewer systems on October 22, 24, and 30, 2019, which included an on-site review of capital improvements that were completed and capital improvements still under construction. Staff also reviewed information from DNR's records, including operating permits ("MSOP"), inspections, notices of violations ("NOV"), sampling results and correspondence with the owner/operator via formal sunshine requests.

Staff has received numerous public comments about many of these systems. Three of the systems: Gladlo, Calvey Brook, and The Willows, were the subject of multiple outages and prolonged precautionary boil advisories. The Company explained the boil advisories were due to water main breaks and low pressure events. As a precaution, anytime the operating pressure on a water system falls below twenty pounds per square inch (20 psi) the Company issues a precautionary boil advisory because the water lines could cause a backflow situation and pull contaminants into the pipes. The Company will leave the boil advisory in place until water samples have been collected and confirmed to be absent of any contaminants. Staff has provided more detailed information about each of the three named systems at the end of those respective sections.

Observations and system improvements of each facility since the last systems inspections that occurred during the acquisition case are listed below each system description.

The Willows Service Area

The Commission first granted Willows a CCN to provide water and sewer service on December 27, 1979, in Case No. WA-80-86. Confluence Rivers is currently providing water and sewer service to approximately 151 water customers and 124 sewer customers located in the Chalet City West subdivision and mobile home park in the city of Republic, Greene County, Missouri.

Monthly rates at this system have been in effect since April 1995. Water rates consist of a customer charge of \$5.23 for the first 1,000 gallons, plus \$1.23 per each additional 1,000 gallons. The sewer flat rate for residential customers is \$15.00.

² Abatement Order On Consent No. 2019-WPCB-1582 paragraph 72

Description of Water System

The source of water is a single well with a 200 gallon per minute submersible pump along with chlorine disinfection. Water is pumped directly into the distribution system without chlorine contact time. An 80 foot tall standpipe is located within the distribution system and is not piped directly to the well. The standpipe has a total volume of approximately 47,000 gallons, approximately half of which is usable. A water level below half the height of the tank does not provide sufficient system pressure.

Approximately 30 water customers are metered, but many customers are tenants of the mobile home park and are not metered. The former owner of the mobile home park also originally owned the water and sewer systems. Staff is uncertain how past bills were determined for non-metered customers. Willows had not filed a rate case since 1995 and Staff has not conducted an audit from that time until this current rate case. Based on periodic system inspections, however, Staff surmised that the former owner of the mobile home park provided adequate supplemental revenue from the mobile home park in addition to revenue from metered residential customers to operate the water and wastewater systems.

DNR Permits and Inspections and Abatement Order Status of Water System

The DNR identification number for the Willows drinking water system is MO5048099. There are no outstanding violations associated with The Willows' drinking water system, but Staff has received calls in the past from customers regarding system reliability.

This system was issued a Notice of Violation, dated April 28, 2017, for unpaid Missouri primacy fees. In addition, DNR has received several calls regarding this system including, but not limited to: low pressure, no pressure, air in lines, discolored water, and standing water from water line breaks. DNR staff observed on July 2, 2019, "a significant leak at the meter that needed to be addressed."

Currently, the water system is covered under the Abatement Order signed by Confluence Rivers, which requires that within 120 days after acquisition of Willows PWS, Confluence Rivers is ordered and agrees to maintain a minimum system pressure of 20 psi in accordance with Mo 10 CSR 60-4.080(8). Confluence Rivers shall notify the Department of system pressures below 20 psi within 48 hours of each occurrence in accordance with MO 10 CSR 60-7.010(2). Within 120 days after acquisition of Willows PWS, Confluence Rivers is ordered and agrees to complete necessary repairs and install a chlorine analyzer.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers' proposed improvements for the water system, which was previously estimated to cost \$120,000, include:

- Making repairs of the well house, inside piping, and pump controls inside the well house.
- Adding a second chlorine pump.
- Enclosing the chlorine and pumping equipment in a separate room.
- Having the standpipe inspected and potentially cleaned and painted.
- Making repairs to the overflow pipe and vent.

Staff Observations of Water System

Staff visited The Willows water system on October 22, 2019. Staff observed that the well house structure had been gutted and rebuilt with a private access door. All internal well house piping has been replaced and Staff was told that the submersible well pump setting has been replaced and the well head rebuilt. Staff observed that a new chlorine shed had been built next to the well house and a chlorine analyzer/controller had been installed. Staff was told that the standpipe had been inspected and the inside recoated. Staff observed that the standpipe had been painted and an access hatch enlarged to meet current code. A tank vent, ladder guard and safety cable and new overflow piping were also installed. The standpipe was surrounded by a locked fence with barbed wire, which was in fair condition.

Staff Recommendations for the Water System

Staff considers the repairs and upgrades to the Willow Water System to be useful and operational. Staff has no other recommendations at this time.

Customer Comments

The Willows in Republic has had a series of boil advisories due to the work the Company has performed on the storage tank, the well house, the distribution system, and replacing the chlorination system into a separate room. The Company states that there have been several leaks in the system as well; some of the leaks are the Company's responsibility, but it states that some of the leaks are the responsibility of the park owners to fix and the park owners have been resistant to fix those leaks.

Description of Wastewater System

The collecting sewers are reportedly all ten inch transite (asbestos-cement composite) pipes which gravity feed to a lift station that pumps all of the wastewater to the above-ground wastewater treatment facility (WWTF).

The sewage is collected from the subdivision and the mobile home park and is then pumped to the elevated treatment plant. The wastewater treatment plant is an extended aeration plant, which operates as a dual parallel plant with an enclosed tertiary sand filter. The tertiary sand filter includes four sand basins. Two sand basins are backwashed by one large concrete water tank. After the water is treated by the sand filters it is chlorinated, dechlorinated and discharged.

This system has a design population equivalent of 926 people, a design flow of 100,000 gpd, an actual flow of 52,000 gpd, and is located in Greene County, Missouri. Effluent from the treatment facility discharges to a tributary to Pond Creek.

DNR Permits and Inspections and Abatement Order Status of Wastewater System

The Willows wastewater treatment facility's Missouri State Operating Permit MO-0052281 was last issued on June 1, 2017, and expires on June 30, 2021. Data submitted to DNR shows that the effluent discharged from The Willows WWTF failed to consistently comply with permitted effluent limitations for Biochemical Oxygen Demand, E. coli, and Ammonia as Nitrogen. In the past, Staff has observed that the discharge from the treatment facility consistently appears to have adversely impacted the environment. On February 8, 2019, DNR received a complaint that sewage was backing up into a home through the sink, commode and shower, and that this had been occurring for 2-3 weeks.

Under the Confluence Rivers' Abatement Order, Confluence Rivers is ordered and agrees to complete construction of improvements, according to DNR-approved plans and specifications that will allow effluent produced by the facility to comply with final permitted effluent limitations no later than 120 days after acquisition of Willows WWTF.

Proposed Improvements for the Wastewater System from WM-2018-0116

Confluence Rivers' proposed improvements for the wastewater system, was estimated to cost \$225,000, and included unspecified repairs to the treatment plant.

Staff Observations of Wastewater System

Staff visited The Willows wastewater treatment plant on October 22, 2019. Staff observed two holding basins that were formally used. Both basins contained rain water that gravity flows to a lift station that feeds the active wastewater treatment system. Staff observed that general housekeeping has greatly improved and that Confluence Rivers had installed a remote monitoring system at the lift station. On the day of the inspection, the chlorinator was empty, and therefore, not disinfecting the wastewater. The wastewater plant is surrounded by a locked fence. However, the fence has a sizeable hole on its western side.

Staff Recommendation

Staff considers the remote monitoring system to be complete at the time of its inspection. Staff recommends that the fence be repaired, and any further repairs be completed so as to ensure compliance with DNR regulations.

Gladlo Service Area

The Commission granted Gladlo a CCN to provide water and sewer services in October 1972 in Case Nos. 17,458 and 17,459. Gladlo, located near Rolla, Missouri, in Phelps County, was in receivership for nine years. Confluence Rivers currently provides service to approximately 69 water customers and 65 sewer customers in the Whispering Pines subdivision.

The current monthly water and sewer rates have been in effect since May 18, 2017. Water rates for customers consist of a monthly customer charge of \$17.25 for the first 1,000 gallons, plus \$2.15 per each additional 1,000 gallons. The monthly sewer flat rate for residential customers is \$37.67.

Description of Water System

The source of water is a single well with a 50 gallon per minute submersible pump. The well is not required to employ chlorine disinfection. The water system has a 1,000 gallon pneumatic tank to normalize distribution system water pressure. A concrete storage tank, adequate to provide a one-day volume of water along with high service pumps, is degraded and is no longer in service. All water customers are metered.

DNR Permits and Inspections and Abatement Order Status of Water System

Gladlo's drinking water system operates under the identification number MO3036151. There are no outstanding DNR violations associated with Gladlo's drinking water system. The Confluence Rivers Abatement Order does not require improvements of the Gladlo water system.

Staff Observations of Water System

Staff conducted an inspection of this site on October 22, 2019. The well house was locked and could not be accessed. Staff observed the outside of the well house and the access road. The access road was in fair condition. The access road and well house were not surrounded by a fence. No upgrades of the water system were observed during this inspection.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers' proposed improvements for the water system, estimated to cost \$85,000, include:

- Repairing the well house.
- Making further upgrades to electrical components.
- Installing chlorine equipment.
- Repairing and painting the existing hydropneumatic tank.
- Installing remote monitoring operations equipment.
- Possibly rehabilitating, or replacing the concrete ground storage tank, along with other components necessary to put it back into service.

Staff Recommendation for the Water System

None of the proposed improvements have been made at this time.

Customer Comments

Gladlo has experienced a number of outages and was placed on a precautionary boil advisory from October 29 to December 16. On October 29, the Company switched the water system from the pressure tanks in the well house to a ground storage tank, which had been rehabilitated, in order to provide a larger volume of water storage to the customers. It had been noted by DNR for many years that the water system had insufficient storage and the Company was attempting to remedy that. The samples taken from the water in the storage tank were not showing any contaminants but the water in the distribution system was not achieving passing samples consistently. To be safe, the Company issued a boil advisory and began adding chlorine to the system to disinfect the water and eliminate any bacteria that might be in the distribution system. The Company continued working on the problem and testing the water until it was finally comfortable with the results it received and lifted the boil advisory on December 16.

Description of Wastewater Treatment System

The existing wastewater is treated by a three cell lagoon with chlorine disinfection. The system has a design flow rate of 23,680 gallons per day. The collecting sewers are all eight inch clay tile which gravity feed to the lagoon.

DNR Permits and Inspections and Abatement Order Status of Wastewater System

Gladlo's wastewater treatment facility's Missouri State Operating Permit is MO-0084191, was last issued on January 1, 2016, and expires on December 31, 2020. The facility failed to comply with effluent limitations for Total Residual Chlorine in 2017. On August 10, 2018, DNR issued Construction Permit No. CP0001981 for construction improvements at the wastewater treatment system. The facility will need to meet new permit requirements for ammonia beginning January 1, 2020. Under Confluence Rivers Abatement Order with DNR, Confluence Rivers has within 120 days after acquisition of the Gladlo wastewater treatment system to comply with the final permitted effluent limitations.

Proposed Improvements for the Wastewater System from WM-2018-0116

Confluence Rivers' proposed improvements for the waste water system, estimated to cost \$150,000, include:

- Installing a moving bed bioreactor to meet new discharge limits.
- Installing aeration equipment in the second cell of the lagoon for adequate treatment.

- Installing remote operations monitoring.
- Making repairs to the all-weather access road

Staff Observations of Wastewater System

Staff observed that Confluence Rivers is in the process of constructing improvements at the wastewater treatment system according to DNR-approved plans and specifications. The wall between the second and third cell was widened to allow heavy equipment travel for the installation of a moving bed biofilm reactor (MBBR), clarifier tank and associated equipment. The first cell was covered approximately 25% with algae. The second cell was covered approximately 50% with algae. The third cell was covered approximately 75% with algae. The markings on the MBBR and clarifier tanks indicated that they were 12.5 feet and 13 feet deep, respectively. CRU is planning to use ultraviolet light for disinfection, with the ability to chlorinate as a backup.

Staff Recommendation

The wastewater treatment system is out of compliance and in need of upgrades for reliability and compliance. Staff is monitoring Confluence Rivers' construction efforts, in this regard and has no recommendations at this time.

Eugene Service Area

The Eugene service area is for water only, and is located in Cole County, Missouri. The City of Eugene disincorporated as a city in the late 1990s and is located in southwestern Cole County approximately 20 miles from Jefferson City. It owned and operated a municipal water system until disincorporation, at which time Cole County assumed ownership and operations. Confluence Rivers then purchased the water system from Cole County. The system serves an estimated 220 customers through 45 connections.

Per the current tariff, Confluence Rivers charges the Eugene customers \$26.00 for the first 1,999 gallons per month, plus \$6.00 per 1,000 gallons for all usage above 1,999 gallons.

Description of Water System

The system has two wells, with each having well houses, and a submersible pump with a 70 gallons per minute (gpm) and 190 gpm production capacity, respectively. This system has one 25,000 gallon 40-foot tall standpipe storage tank that maintains water pressure by gravity, and meters for each customer. The water is not disinfected.

DNR Permits and Inspections and Abatement Order Status of Water System

There was one routine monitoring violation in March 2018, but the system was returned to compliance in April 2018. Eugene's DNR identification number is MO3010257. Under the Confluence Rivers' Abatement Order, within 120 days after

acquisition of Eugene Public Water Supply, Confluence Rivers was ordered and agreed to complete necessary repairs to the storage tank and install well house piping.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers proposed improvements for the water system include:

- Installation of magnetic-type master meters at each well head that can be used for remote monitoring,
- Piping and valve rehabilitation and improvements at the well houses along with other well house rehabilitation and modifications,
- Cleaning and painting the storage tank along with making some relatively minor modifications, and
- Installation of distribution system valves in certain locations.

Staff Observations of Water System

Staff inspected this water system on October 22, 2019. Staff observed that the remote monitoring had been installed and some painting and repairs had been made on the storage tank.

Staff Recommendation to the Water System

Staff considers the installation of the remote monitoring and storage tank repairs to be complete. Staff recommends remaining improvements necessary to ensure compliance with DNR requirements be completed as soon as practicable.

Smithview Service Area

Smithview was originally named Suburban Water and Sewer Company, Inc. before a corporation name change to Smithview H2O Company was made on May 27, 2011, and authorized by the Commission in Case No. WN-2011-0353. The Commission granted the initial CCN to Smithview on April 12, 1973 in Case No. 17,652. Smithview H2O is also formerly known as Kuhle H2O.

Confluence Rivers currently provides water service to approximately 108 residential and apartment customers in Bon-Gor Lake Estates. This utility is located approximately three miles north of the city limits of Columbia, Missouri, in unincorporated Boone County.

The current monthly water rates, which have been in effect since May 27, 2011, are as follows: Customer Charge \$5.31 Commodity Charge \$3.36 per 1,000 gallons.

Description of Water System

Some apartment units are individually metered, and some multi-unit apartment buildings have water service through one meter. The source of water is a single well with a 100 gallon per minute submersible pump. The recently constructed well house has multiple doors, contains multiple small heater units, and has a portable chlorination system. Water is stored in a 110 foot tall standpipe with a total volume

of 41,000 gallons, and has a usable volume of approximately 24,000 gallons. Water in the tank below this volume would not provide sufficient system water pressure.

There is a physical wholesale connection with a local public water district, Consolidated Public Water District No. 1 (CPWSD 1). The cross connection is a metered valve and backflow preventer situated inside a small insulated shed with an electrical connection to allow a heater to be utilized. The connection was originally intended for interim emergency or backup use, however CPWSD 1 currently prohibits Smithview any use of the connection due to billing issues with the former owners of Smithview.

DNR Permits and Inspections and Abatement Order Status

The DNR identification number for Smithview drinking water system is MO3036153. In the past, the owner of this system failed to submit monthly drinking water samples to DNR. Also, there have been complaints about leaky water meters.

The Confluence Rivers Abatement Order requires Confluence Rivers to complete within 120 days after acquisition of Smithview, necessary repairs, reconstruct the well house, install a chlorine analyzer and improve security measures around the well house.

Proposed Improvements from Case WM-2018-0116

Confluence Rivers' proposed improvements for the water system, estimated to cost \$146,000, include:

- To build a new well house and a separate chlorination room,
- Install a chlorine analyzer, and
- Inspect/repair the existing water tower, and install new flushing hydrants.

Staff Observations

Staff visited Smithview on October 22, 2019. Staff observed that the water tower was freshly painted, the well house and chlorine shed were recently built and grass seed was recently planted. The fence around the tower was unlocked. Also, the fence was in poor condition and needs repair. The well house and shed were not surrounded by a fence, but the doors to both of the buildings were locked.

Staff observed/was informed of the following new construction for the water facility:

- Failed well casing removed and pitiless unit was removed.
- Submersible well pump setting replaced.
- Well house and all internal piping and electrical replaced.
- Underground yard piping replaced.
- Elevated tank inspected, power washed and waiting on sweating to stop to allow final paint application.

- Repaired overflow of tank.
- Installed new three phase electrical service.
- Installed remote monitoring.

Staff Recommendation

Staff considers the capital improvements listed above to be complete for the water facility. Staff recommends the fence upgrade/repair be completed as soon as practicable.

ROY-L Service Area

The Commission first granted Roy-L its CCN to provide water and sewer service on August 27, 1968, in Case Nos. 16,379 and 16,380. Confluence Rivers currently provides utility service to approximately 59 water customers and 56 sewer customers, 21 of which are full-time residents, in the Golden Eagle Reserve subdivision near the city of High Hill in Montgomery County. The current water service rate for all customers is: metered full-time \$33.24, metered part-time \$29.92 (both with a usage charge of \$3.08 per 1,000 gallons water used); non-metered full-time \$50.16 and non-metered part-time \$32.99. The current sewer rate to any customer is: full-time \$36.04; part-time \$32.58.

Description of the ROY-L Water System

The source of water is a single well with a 120 gallon per minute submersible pump. The well does not require chlorine disinfection. Water is stored in an 18,000 gallon ground storage tank, with a high service pump and a 116 gallon hydropneumatic tank to normalize distribution system water pressure. The water is chlorinated prior to flowing into the storage tank. Currently 32 water customers are metered and 28 water meters are yet to be installed.

DNR Permits and Inspections and Abatement Order Status

Roy-L's drinking water system operates under the DNR identification number MO6251710. In the Confluence Rivers Abatement Order, Confluence Rivers has been ordered to install a booster pump and chlorine analyzer.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers' proposed improvements for the water system are estimated to cost \$90,000, and include:

- Adding a second chlorine pump.
- Enclosing the chlorine and pumping equipment in a separate room.
- Install a second high service pump.
- Install remote water system operations monitoring.

Staff Observations

Staff observed on-going well house piping upgrades and internal framing construction/repair inside the well house. Confluence Rivers is installing new well house pump, piping, hydropneumatic tank, and chlorine monitoring equipment. Also, the Company is performing well house interior framing construction rehab, upgrading electrical conduits and outlets, and installing window unit temperature control.

Staff Recommendation

The listed improvements are under construction and not yet used and useful. Staff recommends the improvements listed in the Abatement Order be completed as soon as practicable.

Description of the ROY-L Sewer System

The sewer system consists of a single cell lagoon with a design flow of 19,999 gpd. The collection system is composed of clay tile pipe and Staff is aware of significant inflow and infiltration impacts. The system discharges treated wastewater to a tributary of Bear Creek.

DNR Permits and Inspections and Abatement Order Status

Roy-L's wastewater treatment facility's Missouri State Operating Permit number is MO-0087211 and was last issued on August 1, 2016, and expired on June 30, 2019. The facility failed to comply with effluent limitations for Total Residual Chlorine in 2017. The current permit requires effluent to comply with final limitations for Ammonia as Nitrogen by August 1, 2020. The ammonia monitoring data provided to DNR indicates that the current lagoon treatment facility will not be able to produce an effluent that will comply with DNR's standards. The Confluence Rivers Abatement Agreement indicates that the system violated permitted effluent limitations.

DNR Construction Permits

On August 1, 2018, DNR issued Construction Permit No. CP0001977 for construction of improvements at the Roy-L wastewater treatment system to achieve compliance with final permitted effluent limitations for ammonia. Confluence Rivers will install a MBBR followed by a clarifier and ultraviolet disinfection. DNR considers this a demonstration project because the current DNR design guides 10 CSR 20-8 do not contain design parameters for an MBBR. As a demonstration project, operating data will be used to develop DNR design criteria for future projects.

Proposed Improvements to the Roy-L

Confluence Rivers' proposed improvements for the waste water system are estimated to cost \$130,000, and include:

- Constructing a moving bed bio reactor to supplement wastewater treatment.
- Performing repairs to the collection system to minimize inflow and infiltration.

Staff Observations

Staff observed that brush had been cleared as part of site preparations for the construction of system improvements. Staff observed a depressed area of the lagoon berm that needs to be filled and restored to grade. Construction is underway for installing a moving bed bioreactor and UV disinfection.

Staff Recommendation

The system improvements are under construction and are not yet used and useful. Staff recommends construction of upgrades be completed as soon as practicable.

Mill Creek Service Area

Mill Creek Sewers, Inc. received its original CCN on May 7, 1973, in Case No. 17,666. Prior to the Confluence Rivers acquisition, Mill Creek had been in state-appointed receivership for 7 years. Confluence Rivers provides sewer service to approximately 75 customers in the Castlereagh Estates subdivision within the city limits of Florissant in St. Louis County. The current monthly rate for sewer service is: \$30.11.

Description of the Mill Creek Sewer System

The wastewater treatment plant is an extended aeration plant with a design population equivalent of 277, a design flow of 27,700 gpd, and an actual flow of 14,000 gpd. The system discharges treated wastewater to a tributary of Mill Creek.

DNR Permits and Inspections and Abatement Order Status

The Mill Creek WWTF's Missouri State Operating Permit MO-0084484 was issued on October 1, 2019, with an expiration date of March 31, 2021. Prior to October 1, 2019, this facility was considered to be operating without a permit, in violation of the Missouri Clean Water Law, until being taken out of service for repairs and upgrades. Under the Confluence Rivers' Abatement Order, Confluence Rivers is ordered and agrees to complete construction of improvements, according to DNR-approved plans and specifications that will allow effluent produced by the facility to comply with final permitted effluent limitations no later than 120 days after acquisition of the Mill Creek wastewater treatment facility.

DNR Construction Permits

CP0001974 was issued August 7, 2018, and expires August 6, 2020. This authorization covers the addition of ultraviolet disinfection, flow equalization and screening. Aeration is being replaced with new motors/blowers and fine bubble diffusers for the aeration tank and coarse bubble diffusers for the sludge holding tank. Other mechanical and electrical components will also be updated.

Proposed Improvements to the Mill Creek Sewer System from WM-2018-0116

Confluence Rivers' proposed improvements for the wastewater system were previously estimated at \$290,000, to include:

- Replace existing blowers.

- Install new aeration system.
- Add flow equalization chamber.
- Install ultraviolet disinfection.
- Implement smoke testing of collection system.

Staff Observations

On October 24, 2019, Staff observed that construction was in progress. Staff noted that sewage is being hauled by a vacuum truck for off-site disposal during construction.

Staff Recommendation

The system improvements are under construction and are not yet used and useful. Staff recommends construction be completed as soon as practicable.

Majestic Lakes Service Area

Majestic Lakes is a residential area located southeast of Moscow Mills. The water and wastewater systems serve a residential area of approximately 400 acres with about 60 single family residences. The system was owned and operated by Majestic Lakes Homeowners Association until the Commission granted a CCN to Confluence Rivers February 14, 2019. The current rate for water service is \$35.00; the current rate for sewer service is \$35.00.

Description of the Majestic Water System

The Majestic Lakes water system consists of a deep well currently providing an estimated 500 gpm to a 110' tall stand pipe with a capacity of 420,000 gallons and a well house. The stand pipe is bolted steel construction, and is showing signs of rust on the outside. There was a small leak in the stand pipe approximately three quarters of the way up. Pressures are between 41 and 68 psi at various elevations. The system is reported to convey through 6" PVC mains and disinfection is currently by sodium hypochlorite.

DNR Permits and Inspections and Abatement Order Status

The Majestic Lakes water system operates under DNR identification number MO-6031412 with a permit to dispense water to the public issued by DNR on June 13, 2019. A review of the files received from a DNR Sunshine request showed no Notices of Violation concerning the operation or safety of the water system. The water system is not referenced in the Confluence Rivers' Abatement Order.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers' proposed improvements for the water system were previously estimated to cost \$120,000 and included:

- Repairs to stand pipe panels and bolts.
- Replace Well Starter.
- Purchase redundant chlorine pump.
- Install remote monitoring.

Staff Observations

On October 24, 2019, Staff observed that the stand pipe had been patched in several places and the leak had been repaired. Staff was told by Confluence personnel that the submersible well pump setting had been replaced. Staff observed no other changes to the well house structure or above-ground facilities. Staff observed that there is a separate, vented room for sodium hypochlorite storage and that the sodium hypochlorite tank had secondary containment. The storage room and equipment appeared to be in good condition.

Except for repairs to the stand pipe and replacing the well pump setting, no other repairs or improvements were complete. From Confluence Rivers, Staff has learned of Confluence Rivers' plans for installing a Miox [tr] system for onsite generation of chlorine for disinfection and a chlorine analyzer.

Staff Recommendation

Some of the repairs and upgrades that Confluence Rivers is planning for Majestic Lakes water system will not be completed in time for cost recovery in this case. Staff considers the repairs to the standpipe, and replacement of the well pump setting to be complete. It is Staff's opinion that the existing disinfection system using sodium hypochlorite is operational and sufficient to disinfect Majestic Lakes' water supply. Confluence Rivers must provide sufficient evidence of the need for the proposed Miox [tr] system for onsite generation of chlorine used for disinfection and a chlorine analyzer in the next rate case for Staff to recommend cost recovery of these systems.

Description of Majestic Lakes Sewer System

The collection system consists of 8" PVC gravity collecting sewers with manholes, which drain to a lift station. The lift station then pumps the sewage via 6 inch force main to the waste water treatment facility, which is located approximately 125 yards away on the other side of a creek. The facility is a sequencing batch reactor which treats and discharges predetermined volumes or 'batches' of wastewater before discharge. The system also has a sludge holding cell, flow equalization cell, and ultraviolet disinfection. The facility has a design flow rate of 79,000 gpd with a population equivalent of 790 per the permit. The plant's effluent discharges into Crooked Creek.

Because of failing parts and structure, however, it is currently being operated in an extended aeration process, which is a continuous treatment process. The treatment facility is a cast-in-place concrete construction. During a past inspection, Staff observed large cracks in the concrete walls of the plant structure. Some structural steel has been added to the exterior of the wall in an attempt to shore it up. A backup generator is located at the lift station but was rendered inoperable after it was flooded and damaged in 2008.

DNR Permits and Inspections and Abatement Order Status

The Majestic Lakes treatment system is not part of the Confluence Rivers Abatement Order. The Majestic Lakes treatment system is currently under a Missouri Attorney General enforcement action. This enforcement action is for failure to repair the

treatment system. Majestic Lakes development had been under a moratorium for home construction or additional development until the failing concrete structures of the plant were rehabilitated. Confluence Rivers has a settlement agreement with DNR and the Missouri Attorney General, with a deadline of October 31, 2019, for the completion of system improvements.

An April 4, 2019, DNR inspection resulted in a Letter of Warning. LOW #1 was issued for the facility operating without a permit (expired November 30, 2018); LOW #2 was issued for wastewater solids outside of the flow equalization basin and no active aeration.

Proposed Improvements to Majestic Lakes Sewer System from WM-2018-0116

Confluence Rivers' proposed improvements for the water system, were previously estimated at \$300,000 and included:

- Raising the lift station and diesel generator above the flood plain.
- Rehabilitating the concrete structures of the treatment plant.

Staff Observations

Staff observed that the lift station facilities and backup generator were being raised above flood plain elevation. Staff observed that Confluence Rivers has restored the integrity of the concrete structures with the addition of more structural steel bracing. Confluence Rivers told Staff that an application for a new permit has been submitted to DNR.

Staff Recommendation

Repairs to stabilize the concrete are complete. Work at the lift stations continues and is not considered used and useful.

Auburn Lake Service Area

Auburn Lake Estates is a relatively new development located in Lincoln County south of the City of Troy, Missouri. The system serves a residential area of approximately 150 acres and is presently planned to have 182 lots at full buildout. The subdivision project began in approximately 2008, but home construction was delayed due to the recession. Construction resumed in approximately 2017 and is still in progress. No entity previously sought a CCN for Auburn Lakes until the acquisition by Confluence Rivers. The current monthly rate for water service for all customers is: \$37.50. The current monthly rate for sewer service for all customers is: \$37.50.

Description of the Auburn Lake Water System

The water system consists of a 10" diameter deep well with a submersible pump currently providing an estimated 100 gpm with a 10 hp pump. This well could support a much larger pump, which if needed could replace the existing pump if the subdivision and customer levels grow as expected. A 6,350 gallon hydropneumatic tank and booster pump provide system pressure. Currently, the pump is operating in an on/off range of 51 to 70 psi. At 51 psi, the static pressure range in the system is 35 psi at the high points and 92 psi at the lowest elevation. Sodium hypochlorite is

used for disinfection prior to distribution and the equipment is housed in a separate room of the well house. A chlorine analyzer is in service for continual monitoring. The distribution system consists of 4" and 6" PVC water mains.

DNR Permits and Inspections and Abatement Order Status

The Auburn Lake water system operates under permit number MO6031409 with an Effective Begin Date of October 11, 2019, for its Permit to Dispense. Staff's review of DNR documents provided through a Sunshine Request showed no notices of violations and no letters of warning. Under the Confluence Rivers Abatement Order, Confluence Rivers was required to submit a completed permit to dispense application.

Proposed Improvements to the Auburn Lake Water System

Confluence Rivers has proposed installing remote monitoring, a chlorine analyzer and a master flow meter.

Staff Observations

The Auburn Lake Estates water system is in good repair with little additional improvement necessary. The remote monitoring and the chlorine analyzer have been installed and are operational.

Staff Recommendation

The remote monitoring and chlorine analyzer are installed and operational. Staff has no further recommendations for this system.

Description of the Auburn Lake Wastewater Treatment System

The sewer system consists of gravity sewers and a 90,000 gallon per day extended aeration treatment facility.

DNR Permits and Inspections and Abatement Order Status

The treatment facility operates under permit number MO-0129356. Staff reviewed DNR documents provided through a Sunshine Request, which showed no notices of violations and no letters of warning. In Confluence Rivers Abatement Order, there is no requirement for Confluence Rivers to improve the facility.

Proposed Improvements to the Auburn Lake Sewer System

There are no proposed improvements. Since the Auburn Lake Estates sewage treatment facility has existed for approximately 10 years but has not been operated, until recently, the mechanical, aeration and electrical components could require minor repairs.

Staff Observations

Development at the Auburn Lake Estates resumed in 2017 at which time the treatment facility became operational. MO-0129356 was issued August 1, 2017, and the plant is currently operating, though not at full design. Staff observed that the blower house and controls building is currently under repair.

Staff Recommendation

There are no Staff recommendations for construction or operation at this facility.

Calvey Brook Service Area

Calvey Brook Water, Inc. obtained a CCN in Case No. WA-2004-0280 and Calvey Brook Sewer, Inc. obtained a CCN in Case No. SA-2004-0279. These two corporations, referred to together as the “Calvey Brook regulated utilities,” were created by a developer to provide water and sewer service in Calvey Brook Estates, near Robertsville in Franklin County, MO. The service area consists of a 36-lot subdivision, however, most of the lots remain undeveloped, and presently, service is being provided to nine homes.

Approved water rates for this service area consist of a \$36.36 per month customer charge that includes 3,000 gallons, plus \$2.05 per 1,000 gallons over 3,000 gallons usage. There is also a connection fee of \$600 to pay for a water meter and installation of water meter setting components.

The approved flat rate for this service area is \$33.78 per month. There is a connection charge of \$2,600 to pay for installation of the required septic tank along with connection to the collecting sewer.

Description of Water System

The source of water is a single well with a submersible pump that produces 64 gallons per minute (gpm), a ground storage tank of 12,500 gallons volume, two high service pumps to pressurize the distribution system, and a 1,000 gallon hydropneumatic tank to maintain water pressure.

DNR Permits and Abatement Order Status of Water System

The Calvey Brook drinking water system operates under Missouri State Operating Permit number MO 6031385. There are no outstanding violations associated with this water system. Currently, an Abatement Order from DNR, signed by Confluence Rivers, states: “Within 120 days after acquisition of Calvey Brook Estates PWS, the Respondent is ordered and agrees to replace the well house piping, install a remote monitoring system, and install a hand/on/off auto switch for the well head”.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers’ proposed improvements for the water system were previously estimated to cost \$14,000 for repairs and upgrades and include:

- Installing Mission monitoring system.
- Replacing internal piping and flow meter inside the well house.

Staff Observations of the Water System

Staff visited the Calvey Brook water system on October 30, 2019, where it observed that the Mission monitoring system had been installed. Confluence Rivers still has some work to complete inside the well house to replace internal piping.

Staff Recommendation

Staff has no further recommendations at this time.

Customer Comments

Calvey Brook had a precautionary boil advisory issued on May 23 because a routine water sample did not pass. The Company flushed the system and continued to test the water until it received good results. On May 28 the well results were good but the distribution system failed at three different sites. The Company continued to work on the system to achieve passing results. Samples taken on June 5 tested absent and the boil advisory was lifted two days later. Test results were clean until a breaker tripped in the well house on June 29. A precautionary boil advisory was issued again due to the drop in water pressure. This boil advisory was in place until July 19 when the Company was finally able to get passing results from the water samples. The next boil advisory was issued September 19 when a routine sample failed. Due to the inconsistencies of the water in this system, the Company installed a chlorination system to disinfect the water. The boil advisory was lifted on September 20. The Company has had consistent results since installing full-time chlorination on the water system. The Company also told Staff of an incident on November 16 when a customer reported brown water coming out of the taps. This brown water was most likely caused by the chlorine oxidizing the iron that had settled in the tank and pipes over a number of years. The Company intends to flush the mains every two months to help force the iron out of the system. The Company noted that the last brown water report was October 2, 2018. In an effort to keep costs down and return the water system to its original condition, the Company removed the chlorination on December 3 and issued a precautionary boil advisory until it was able to receive passing samples from the water system without chlorine. The test results from December 5 showed that the water was clean and the boil advisory was lifted the next day.

Description of Wastewater Treatment System

Each home in the Calvey Brook service area has its own septic tank that partially treats sewage and allows solids to settle. The effluent from the septic tank flows into a gravity collecting sewer where it is transported to the treatment facility. The sewer system provides treatment using an AdvanTex filter capable of handling 10,000 gallons of wastewater per day; however, it currently only receives about 1,900 gallons per day. The facility does not currently disinfect the treated wastewater before it is discharged.

DNR Permits and Abatement Order Status of Wastewater System

The Calvey Brook wastewater system operates under Missouri State Operating Permit number MO-01350095. According to a DNR inspection performed September 25, 2017, the fencing around the treatment facility was “inadequate to restrict entry to the facility by children, livestock, and unauthorized persons as well as to protect the facility from vandalism”. The report also concluded that the facility was exceeding its permitted effluent limits which was causing pollution to Little Calvey Creek. Currently, the Confluence Rivers Abatement Order states: “Within 120 days after issuance of a construction permit for Calvey Brook Estates WWTF, the Respondent is ordered and agrees to complete construction of improvements, according to Department-approved plans and specifications that will allow effluent produced by the WWTF to comply with final permitted effluent limitations”.

Proposed Improvements for the Sewer System from WM-2018-0116

Confluence Rivers’ proposed improvements for the waste water system were previously estimated to cost \$37,500 for repairs and upgrades and include:

- Fence repairs.
- Installing an ultra violet disinfection system.
- Installing the Mission monitoring system.
- Installing a flow meter.

Staff Observations of the Wastewater System

Staff visited the Calvey Brook wastewater system on October 30, 2019 where it observed that fencing had been installed. The Company stated that it has more work to do here to fulfill its obligations.

Staff Recommendation

The system improvements are under construction and are not yet considered used and useful.

Lake Virginia Service Area

In Case No. SM-87-52, the Commission granted MPB a CCN for the Lake Virginia sewer system on January 16, 1987. On September 7, 2013, operations of Lake Virginia and the Villa Ridge system were placed under the control of an interim receiver, Johansen Consulting Services, LLC, pursuant to an order of the Commission in Case No. SO-2014-0052.

After Confluence Rivers and the receiver entered into a sale agreement for two sewer systems (Lake Virginia and Villa Ridge), CSWR entered into an operations contracts with the receiver to maintain the Lake Virginia and Villa Ridge systems.

The Lake Virginia sewer system has approximately 37 customer connections in the Lake Virginia subdivision, located outside the city limits of Festus and north of Hematite in Jefferson County.

The current monthly flat sewer rates, which have been in effect since November 1, 2014, are \$13.33 for the Lake Virginia Ridge system and \$13.13 for the Lake Virginia system.

Description of Sewer System

There are two adjacent wastewater treatment systems at present. Some of the customers are connected to a single cell unpermitted lagoon. The remainder of the customers are connected to a permitted two-cell lagoon with a discharge permit. Confluence Rivers is in the process of routing the effluent of the unpermitted, single-cell lagoon to the permitted two-cell lagoon, making a single, permitted outfall for the system. The collecting sewers are eight inch and six inch pipes comprised of PVC and truss pipe, another type of plastic pipe, which gravity feeds to its respective lagoon. The design flow for the lagoons is 9,600 gallons per day (gpd) but the actual flow is only 1,150 gpd.

DNR Permits and Abatement Order Status of Sewer System

The most recent DNR inspection of the Lake Virginia WWTF, operating under MSOP number MO-6036134, was conducted on March 8, 2017. The facility was found to be in non-compliance with the Missouri Clean Water Law, the Missouri Clean Water Commission regulations, and its Missouri State Operating Permit. DNR issued NOV #SL170134. The NOV listed the following violations:

- Discharge of domestic wastewater from a non-permitted outfall.
- Failed to provide a method to dechlorinate the effluent following the chlorine contact chamber.
- Failed to provide a lockable gate.
- Failed to provide adequate fencing.
- Failed to maintain the inner slopes of the lagoon.

The Confluence Rivers Abatement Order requires that within 120 days after acquisition of Lake Virginia Subdivision East WWTF, the Respondent is ordered and agrees to complete construction of improvements, according to Department-approved plans and specifications that will allow effluent produced by the WWTF to comply with final permitted effluent limitations.

Proposed Improvements for the Sewer System from WM-2018-0116

Confluence Rivers proposes an estimated expenditure of at least \$300,000 combined to address the problems, and proposed improvements, for both the Lake Virginia and Villa Ridge systems. Staff did not receive an itemized account for each system. Confluence Rivers' proposed improvements for both Lake Virginia and Villa Ridge were previously estimated to cost \$300,000. Lake Virginia repairs and upgrades include:

- Connect unpermitted lagoon to permitted lagoon to attain compliance.
- Installing a MBBR for additional treatment to meet permitted effluent limits.
- Install chlorine disinfection and dechlorination prior to discharge.
- Make necessary repairs to fence and gate.

Staff Observations of the Sewer System

On October 30, 2019, Staff inspected the Lake Virginia wastewater system and observed that the wastewater system did not have dechlorination equipment installed, failed to provide a lockable gate and adequate fence to restrict unauthorized access, and failed to maintain the inner berm slopes of the lagoon as described by DNR. Staff did observe a considerable amount of construction in progress to install pipe in the ground from the unpermitted lagoon to the two-cell lagoon as well as the placement of the MBBR and clarifier though none of the above mentioned were in service at the time of the inspection. Staff also walked the system with a customer and observed the collecting sewers and manholes are very shallow. The Company indicated it would like to address this issue.

Staff Recommendation

The system improvements are under construction and are not yet considered used and useful. Staff recommends addressing the depth of collecting sewers in any location where structural integrity is in jeopardy from normal surface activities.

Villa Ridge Service Area

After Confluence Rivers and the receiver entered into a sale agreement for the two sewer systems (Lake Virginia and Villa Ridge), CSWR entered into an operations contracts with the receiver to maintain the Villa Ridge systems.

The Villa Ridge sewer system has approximately 168 customer connections in the Villa Ridge Estate subdivision in Villa Ridge in Franklin County, Missouri.

The current monthly flat sewer rates, which have been in effect since November 1, 2014, are \$24.24 for the Villa Ridge system

Description of Sewer System

The treatment facility is an extended air plant with chlorination. The collecting sewers are all eight inch pipes of various materials which gravity feed to the treatment plant. The design flow for this treatment plant is 66,600 gpd but the actual flow is 24,900 gpd.

DNR Permits and Abatement Order Status of Sewer System

The most recent DNR inspection of the Villa Ridge WWTF, operating under MSOP number MO 0038237 found the treatment facility to be out of compliance because it was discharging sludge into waters of the state and the effluent exceeded permitted limitations.

In the 2017 DNR inspection, the facility was issued a NOV for failure to comply with the Missouri Clean Water Law, the Missouri Clean Water Commission regulations, and its Missouri State Operating Permit DNR issued NOV #SL170206. The Confluence Rivers Abatement Order requires that within 120 days after acquisition of Villa Ridge agrees to complete construction of improvements,

according to DNR-approved plans and specifications that will allow effluent produced by the waste water treatment facility to comply with final permitted effluent limitations.

Proposed Improvements for the Sewer System from WM-2018-0116

Confluence Rivers proposes an estimated expenditure of at least \$300,000 combined to address the problems, and proposed improvements, for both the Lake Virginia and Villa Ridge systems. Staff did not receive an itemized account for each system. Confluence Rivers' proposed improvements for both Lake Virginia and Villa Ridge were previously estimated to cost \$300,000. Villa Ridge, repairs and upgrades include:

- Upgrading the existing plant to meet effluent limits for ammonia and e coli.
- Refurbishing the structure of the plant to prevent inflow and infiltration.
- Cleaning out the chlorine contact chamber.
- Replacing the blowers and rebuilding the aeration system.
- Performing repairs to the collection system to minimize inflow and infiltration.
- Making repairs to the clarifier.

Staff Observations of the Sewer System

On October 30, 2019, Department Staff inspected the Villa Ridge facility and observed that work was being performed to make the necessary upgrades to the treatment plant. The new aeration system had been delivered but was not installed. A grinder had been delivered but was not installed. The circular clarifier was in need of repairs to operate correctly. Pipe and rock were on site to be used as needed in the future. A concrete pad had been poured for the new blowers.

Staff Recommendation

The system improvements are under construction and are not yet used and useful. Staff has no additional recommendations at this time.

Evergreen Lake Service Area

On June 15, 1970, in Case No. 16,916 the Commission granted a CCN to Evergreen Lake Water Company a division of Evergreen Lake, Inc. (Evergreen). Evergreen provides water service to approximately 52 customers in the Evergreen Lake Subdivision near Cedar Hill, in Franklin County, Missouri.

The current monthly water rates for the Evergreen system, which have been in effect since October 27, 2005, are as follows: Residential - Customer Charge \$7.71, Commodity Charge per 1,000 gal \$2.54, Commercial - Customer Charge \$7.71, and Commodity Charge per 1,000 gal \$2.54.

Description of Water System

The source of water is a single well with a 230 gallon per minute submersible pump

along with chlorine disinfection. Water is stored in a concrete ground storage tank adjacent to the well house which has a capacity of 27,000 gallons. The tank is located on a hill and pressure to the customers is maintained by gravity. Each residential customer is metered. The service area contains a mobile home park with approximately 40 mobile home living units which is considered one customer because it is served through one meter.

DNR Permits and Abatement Order Status of Water System

The Evergreen drinking water system operates under Missouri State Operating Permit number MO6036134. There are no outstanding violations associated with this water system. Currently, an Abatement Order from DNR, signed by Confluence Rivers, states: “Within 120 days after acquisition, the Respondent is ordered and agrees to complete necessary repairs and install a chlorine analyzer”.

Proposed Improvements for the Water System from WM-2018-0116

Confluence Rivers’ proposed improvements for the water system was previously estimated to cost \$100,000 for repairs and upgrades include:

- Installing a Mission monitoring system
- Installing heat and air conditioning.
- Installing a chlorine analyzer.
- Paint interior piping.

Staff Observations of the Water System

Staff visited the Evergreen water system on October 30, 2019, where it observed that the remote monitoring system had been installed as well as the chlorine analyzer and a window type air conditioner/heat unit to regulate the temperature in the well house. The current piping inside the well house still needs painted to preserve the metal. The Company stated that it intends to build a separate room on the well house for the chlorine disinfection but work has not begun yet on this project.

Staff Recommendation

The remote monitoring system, chlorine analyzer, and heater have been installed. Staff has no further recommendations at this time beyond painting of piping as mentioned above.

Rate and Tariff Issues

Currently each of the previous regulated utility systems has their own separate tariff. Staff recommends consolidation of each tariff to replace the existing individual tariffs, with consistent rules for all customers.

The Company has proposed a single rate structure for all water and all sewer customers among the various systems. Based on the unique circumstances of this case, Staff proposes consolidation of rates for water and sewer customers. A flat rate will be presented for water customers who do not yet have meters, equivalent to an average metered customer.

Though customers are geographically separated, they are presented with similar costs of service. A single contract exists for operations among the systems. Rate base is very low at all of the systems. However, without consolidation, customers would be presented with vastly different rates for similar service, primarily because of how many customers are connected to each system rather than because of different costs to serve them.

Disposition Agreement Attachment F

Summary of Case Events

Confluence Rivers Utility Operating Company, Inc.
Case # WR-2020-0053
Summary of Case Events

Date Filed:	August 29, 2019
Day 150:	February 10, 2020
Extension? If yes, why?	Yes To process additional information submitted by the company
Amount Requested:	\$896,081
Amount Agreed Upon:	\$651,952
Item(s) Driving Rate Increase:	Operation and maintenance expenses
Number of Customers:	542 water, 627 sewer
Assessment Current:	Yes
Annual Reports Filed:	Yes
Other Open Cases before Commission:	No
Status with Secretary of State:	Good Standing
DNR Violations:	Currently in Compliance
Significant Service/Quality Issues:	None

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

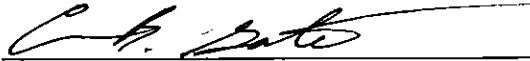
In The Matter of Confluence Rivers Utility)
Operating Company, Inc.'s Request for a) **Case No. WR-2020-0053**
Water Rate Increase)

AFFIDAVIT OF CURT B. GATELEY

State of Missouri)
County of Cole) ss

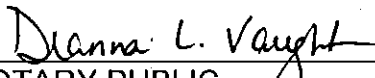
COMES NOW Curt B. Gateley, and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached *Disposition Agreement*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.


Curt B. Gateley

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 7th day of February, 2020.


NOTARY PUBLIC

DIANNA L. VAUGHT Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: July 18, 2023 Commission Number: 15207377

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

In The Matter of Confluence Rivers Utility)
Operating Company, Inc.'s Request for a) **Case No. WR-2020-0053**
Water Rate Increase)

AFFIDAVIT OF ANDREW HARRIS

State of Missouri)
County of Cole) ss
County of Cole)

COMES NOW Andrew Harris, and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached *Disposition Agreement*; and that the same is true and correct according to his best knowledge and belief.

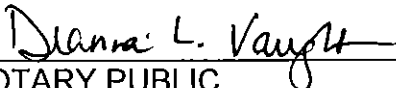
Further the Affiant sayeth not.



Andrew Harris

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 7th day of February, 2020.



NOTARY PUBLIC

DIANNA L. VAUGHT Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: July 18, 2023 Commission Number: 15207377

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

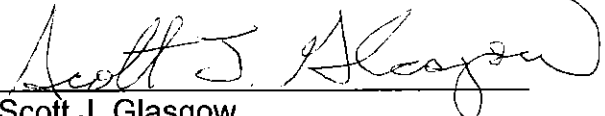
In The Matter of Confluence Rivers Utility)
Operating Company, Inc.'s Request for a) **Case No. WR-2020-0053**
Water Rate Increase)

AFFIDAVIT OF SCOTT J. GLASGOW

State of Missouri)
County of Cole) ss

COMES NOW Scott J. Glasgow, and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached *Disposition Agreement*; and that the same is true and correct according to his best knowledge and belief.


Further the Affiant sayeth not.



Scott J. Glasgow

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 10th day of February, 2020.



NOTARY PUBLIC

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2023
Commission Number: 15207377

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

In The Matter of Confluence Rivers Utility)
Operating Company, Inc.'s Request for a) **Case No. WR-2020-0053**
Water Rate Increase)

AFFIDAVIT OF DAVID C. ROOS

State of Missouri)
County of Cole) ss

COMES NOW David C. Roos, and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached *Disposition Agreement*; and that the same is true and correct according to his best knowledge and belief.

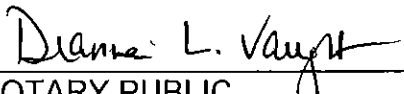
Further the Affiant sayeth not.



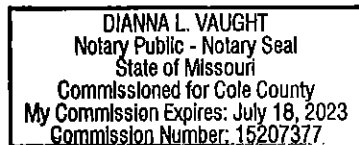
David C. Roos

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 10th day of February, 2020.



NOTARY PUBLIC



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

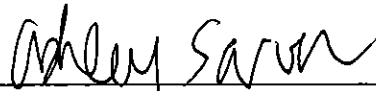
In The Matter of Confluence Rivers Utility)
Operating Company, Inc.'s Request for a) Case No. WR-2020-0053
Water Rate Increase)

AFFIDAVIT OF ASHLEY SARVER

State of Missouri)
County of Cole) ss

COMES NOW Ashley Sarver, and on her oath declares that she is of sound mind and lawful age; that she contributed to the attached *Disposition Agreement*; and that the same is true and correct according to her best knowledge and belief.

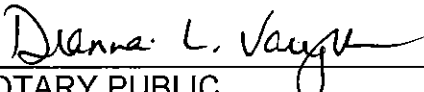
Further the Affiant sayeth not.



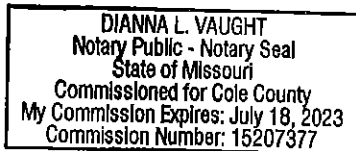
Ashley Sarver

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 10th day of February, 2020.



NOTARY PUBLIC



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

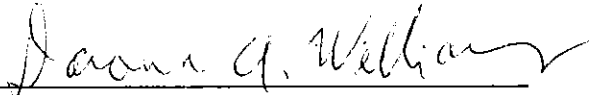
In The Matter of Confluence Rivers Utility)
Operating Company, Inc.'s Request for a) Case No. WR-2020-0053
Water Rate Increase)

AFFIDAVIT OF DARONN A. WILLIAMS

State of Missouri)
County of Cole) ss
County of Cole)

COMES NOW Daronn A. Williams, and on his oath declares that he is of sound mind and lawful age; that he contributed to the attached *Disposition Agreement*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.



Daronn A. Williams

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 10th day of February, 2020.



NOTARY PUBLIC

