

FORM NO. 13

P.S.C MO NO. 9

Original Title Sheet
Cancelling P.S.C. Nos. 1, 2, 3, 6, 7 and 8
for all Service Areas

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

TARIFF TITLE PAGE

Schedule of Rates, Rules,
Regulations and Conditions of Service
Governing the Distribution and Sale of Water
for all Missouri-American Water Company Service Areas

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE: October 30, 2009

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ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
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P.S.C MO NO. 9

Original Sheet No. 1

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

DEFINITIONS

DEFINITIONS APPLICABLE TO THE FOLLOWING SECTIONS

- A. "Company". Missouri-American Water Company, acting through its officers, managers or other duly authorized employees or agents.
- B. "Customer". Any person, group of persons, firm, business, municipality, or other entity who has complied with all of the following.
- 1) Has applied for water service, and
 - 2) Has assumed the obligation for payment of water service covered under one or more of the applicable rate schedules of the Company, and
 - 3) Is not in violation of any of the applicable rules and regulations of the Company, Federal and/or State regulatory agencies which all violations will be rectified before being accepted as a new customer, and
 - 4) If required, the Company has set a meter at the premises to be served, and
 - 5) Water has been turned on by the Company for a metered water service line, or, when a tap is made for a private fire protection service.

Developers who establish service in their name merely to collect a refund from a prearranged agreement are not considered to be a Customer.

- C. "Commission" or "PSC", means The Missouri Public Service Commission.
- D. "Bill". A written demand for payment for service and the taxes, franchise fees, and other charges related to it.
- E. "Billing Period". A normal usage period of not less than twenty-six (25) days or more than thirty-five (35) days for a monthly billed Customer or not less than eighty-five (85) days or more than one hundred (100) days for a quarterly billed customer, except for initial, corrected or final bills.
- F. "Commercial Service". Non-residential, non-industrial business enterprises. It includes hospitals, churches, shopping centers, offices, restaurants and other commercial business establishments. At the Company's discretion, service may be provided to this class through one or more meters.
- G. "Complaint". An informal or formal complaint under 4 CSR 240-2.270.

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Original Sheet No. 2

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
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DEFINITIONS
(continued)

- H. "Delinquent Charge". A charge remaining unpaid by a monthly billed Customer at least twenty-one (21) days and by a quarterly billed Customer at least sixteen (16) days from the rendition of the bill by the Company.
- I. "Delinquent Date". The date stated on a bill, which shall be at least twenty-one (21) days for a monthly billed Customer, and at least sixteen (16) days for a quarterly billed Customer from the rendition of the bill after which the Company may assess an approved late payment charge in accordance with a Company tariff on file with the commission.
- J. "Denial of Service". The Company's refusal to commence service upon an applicant's request for service at a particular location.
- K. "Deposit". A money advance to the Company for the purpose of securing payment of delinquent charges, which might accrue to the Customer who made the advance.
- L. "Discontinuation of Service" or "Discontinuance" means a cessation of service not requested by a Customer.
- M. "Due Date" means the date stated on a bill when a charge is considered due and payable.
- N. "Estimated Bill". A charge for water service, which is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- O. "Extension Agreement". A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less;
- P. "Guarantee". A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer.
- Q. "In Dispute" or "Dispute". Any matter regarding a charge or service which is the subject of an unresolved inquiry.

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P.S.C MO NO. 9

Original Sheet No. 3

Missouri-American Water Company
Name of Issuing Corporation

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DEFINITIONS
(continued)

- R. "Industrial Service". Service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries and similar establishments. At the Company's discretion, service may be provided to this class through one or more meters.
- S. "Late Payment Charge". An assessment on a delinquent charge in accordance with a Company tariff on file with the commission and in addition to the delinquent charge.
- T. "Other Public Authority Service". Federal, state, county, and local governmental entities and taxing authorities.
- U. "Rendition of a Bill". The mailing, electronic or hand delivery of a bill by the Company or its agents to a Customer.
- V. "Resale Service". The provision of or use of water service directly to an entity whose sole intended purpose is to resell the service to its Customers under their own rate structure.
- W. "Residential Service ". Individually metered residences. Residences are defined as consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation.
- X. "Settlement Agreement". An agreement between a Customer and the Company, which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the Customer's normal billing period.
- Y. "Tariff". A schedule of rates, services and rules approved by the Missouri Public Service Commission.
- Z. "Termination of Service". A cessation of service requested by a Customer.

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Original Sheet No. 4

Missouri-American Water Company
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For

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DEFINITIONS

(continued)

- AA. "Utility Charges". The rates for utility service and other charges authorized by the Missouri Public Service Commission as an integral part of utility service.
- BB. "Private Fire Protection Service". Fire protection other than public fire protection.
- CC. "Premises". The word "premises" is the standard unit of service of the Company. A "premises" as used herein shall include the following:
- a. A building of one or more stories, owned or leased and occupied as a single residence and served by its own separate water meter, or
 - b. Each individual internal living unit of a building with two or more units with common wall(s) where each living unit is served by its own separate water meter or a metered Master Water Service Line.
 - c. A building of one or more stories, owned or leased and occupied as a single business and served through its own separate water meter or Master Water Service Line.
 - d. A building of one or more stories, in which the inside space of the building is divided into separately owned units for occupancy, and where the building is served through its own separate water meter or a metered Master Water Service Line.
 - e. Each individual internal living unit or occupied unit of a building of one or more stories, in which each such internal unit is separately owned, and where the party owning each separate unit also owns space on the ground floor of the building, and where each occupied unit is served through its own separate water meter or Master Water Service Line.
 - f. Each divided component of a building of one or more stories, owned by one entity, in which the inside of the building is divided into rentable components for occupancy, and which is supplied through its own separate water meter or a metered Master Water Service Line.
 - g. A public building of one or more stories, rented or owned, used as a town hall, school house, fire station, city hall, administration building, etc., served through its own separate water meter or a metered Master Water Service line.
 - h. A contiguous group or combination of buildings owned or leased by a Customer and served by one or more connections.
 - i. Each divided component of a building of one or more stories being used as a shopping center with each divided component served through its own separate water meter.
 - j. A building supplied with a Private Fire Protection service line.
 - k. A parcel of property, park, or playground, where an above ground building does not exist, but where a water meter is set to serve a yard hydrant, drinking fountain, etc.
 - l. Private Fire Hydrant(s) only, served by public mains, a private fire protection service line, or a metered Master Water Service line.

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P.S.C MO NO. 9

Original Sheet No. 5

Missouri-American Water Company
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For

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DEFINITIONS

(continued)

DD. "Customer's Service Line"

- a. For St. Louis County Operations only, that portion of the service line from and including the Corporation Stop at the Company owned main to the structures or premises to be supplied.
- b. For all other operations excluding the St. Louis County Operations, that portion of the service line from and including the curb stop or that portion of the tailpiece exiting the meter box at or near the curb line or property line, and the structures or premises to be supplied.
- c. If no meter box is present the Customer service line shall be that portion of the service line from the curb stop to the premises.
- d. If neither a meter box or a curb stop exists, the customer service line shall be the portion of the service line that lies no more than 5 feet from the property line on the owner's side to the premises.

EE. "Main". A pipe, which is owned or leased and maintained by the Company, located on public property, public utility easements, or on private easements, and used to supply water to Customers.

FF. "Service Tap" or "Corporation Stop". The physical connection between a Company-owned main and the service line.

GG. "Company Service Line". The line from the main to the Customer's Service Line. There is no Company Service Line in the St. Louis Operations.

HH. "Domestic Service Line". A pipeline supplying water for all purposes other than fire protection.

II. "Combination Water Service Line". Supplies water for both domestic uses and for the extinguishment of fires through the same pipe. Shall be metered to measure all water usage through the water service line.

JJ. "Private Fire Service Line". A pipe, with appurtenances, owned and maintained by the Customer, used to supply water from the main to a Customer's private fire protection system to be used exclusively for the extinguishing of fires in or on the property of the Customer.

KK. "Master Water Service Line". A pipe owned by the Customer, which is able to supply domestic and/or fire protection water to two or more buildings on a parcel of land with one ownership.

LL. "Split Water Service Line". A pipe, owned by the Customer, which first extends as a single line from the company main, including the tap, into a parcel of property and then splits into separate domestic and fire protection lines with separate meters.

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Original Sheet No. 6

Missouri-American Water Company
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DEFINITIONS
(continued)

- MM. "Stop and Waste Valve". A Customer-owned water shutoff valve installed as part of a water service line, just inside the wall of a premises where the service line enters the premises. The design of the valve is such that when the valve is closed, water in the piping after the valve can be drained.
- NN. "Stop Box/Curb Box". A hollow, cylindrical-type enclosure of a design acceptable to the Company, installed over, but not connected to, the stop cock, from ground level down to the stop cock, complete with proper removable lid, to provide access to the stop cock from ground level. Location to be within 3 feet of property line on public right of way or easement. If installed on a Master Water Service line, location shall be on private property in a location approved by the Company.
- OO. "Curb Stop/Stop Cock" A shutoff valve attached on a service line, usually installed near the curb, which may be operated by a valve key to start or stop the flow of water to the Customers service line.
- PP. "Meter". A device, owned by the Company, which measures the quantity of water which passes through a water service line supplying a premises.
- QQ. " Meter Box, Vault or Pit". An underground enclosure, of a design acceptable to the Company, with a removable lid or entrance opening from ground level, which houses or encloses a meter or other appurtenances.
- RR. "Detector Check Meter". A device installed in conjunction with a private fire protection service line, which measures the quantity of water that passes through the by-pass piping of a Detector Check Valve. The primary function of this device is to monitor any unauthorized water usage through the Private Fire Service Line.
- SS. "Backflow Device". A device owned by a party other than the Company which is installed to allow water to flow only in one direction, from the Company's distribution system into a premises. Can include a Detector Check Valve or a Reduced Pressure Zone (RPZ) Valve or other approved device.
- TT. "Temporary Water service". Any water service for a duration of less than 30 days.

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Original Sheet No. 7Missouri-American Water Company
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DEFINITIONS
(continued)

- UU. "Cross-Connection". Any actual connection between a public water system used to supply water for drinking purposes and any source or system containing an unapproved water or substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be Cross-Connections. The term "Direct Cross-Connection" shall mean a Cross-Connection that is subject to both backsiphonage and backpressure. The term "Indirect Cross-Connection" shall mean a Cross-Connection that is subject to backsiphonage only.
- VV. "Interconnection". A physical connection, other than a cross-connection, between two public water supply systems.
- WW. "Developer Lay". Water facilities installed by an entity other than the Company per agreement. Facilities are ultimately accepted into the Company's distribution system on the terms and conditions as stated in the contract as contributed property.

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Original Sheet No. 8

Missouri-American Water Company
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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 1 GENERAL

- A. Every Customer, upon completing an application for any service rendered by the Company, or 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 and charges applicable to appropriate service(s) are set forth in these rules and regulations.
- C. The Company reserves the right, subject to authority of the 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. At the effective date of these revised rules and regulations, 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 authority of the Commission. However, nothing in these revised rules and regulations shall require reconstruction or alteration of existing facilities, contracts, or written agreements to provide conformance either at the effective date or thereafter, excepting where such alteration is mutually agreeable between the Company and the customers involved, or is considered necessary by the Company.
- E. Unless specifically authorized by the Company, in writing, customers supplied with water by the Company will not be permitted to resell, redistribute, or resupply water for use by others. This includes not permitting others to use or have access to hose connections or other attachments.
- F. The properly authorized agents of the Company shall have the right to enter upon the premises of the Customer at all reasonable times for the purpose of inspecting any appurtenances of the Company or Customer used in connection with this service. Refusal to grant such access may result in discontinuance of service.
- G. Normal business hours for the office where Customers may have a need to conduct business will generally be from 8 a.m. to 5 p.m. Monday through Friday excluding holidays. Based on local operations business needs, the office may be closed for a period of up to one hour from noon to 1 p.m.

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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 1 GENERAL

- H. Payment of water bills shall be made by mail, at the office of the Company, at authorized sub pay stations, or by electronic funds transfer. Except for special cases, Company employees can receive payment of water bills only at the Company office.

In addition to any and all other charges due to the Company, the Customer will be charged an item fee for each check or electronic funds transfer returned to the Company for insufficient funds (NSF) or any other reason the item was returned by the bank, as provided under the Company's tariff for miscellaneous charges.

The Company may serve a Customer on a cash only basis if more than one check or Returned Deposit Item of the Customer is returned NSF or any other valid return reason in a 12 month period. "Cash" shall be deemed to mean US currency, money order or certified check.

- I. Plumbers are not allowed to turn water off or on at the Corporation Stop or Stop Box valve for any water service line except to make repairs and test their work, after which they will leave it off or on as they found it, unless otherwise directed by the Company.

All other parties not connected with the Company are strictly forbidden to turn the water on or off at the Corporation Stop or Stop Box valve or disconnect or remove any meter without permission of the Company.

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Original Sheet No. 10

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 2 LIABILITY OF THE COMPANY

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. If for any reason beyond the control of the Company it becomes necessary to shut off water in the mains, the Company will not be responsible for any damages occasioned by such shut off. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. The actual ownership of a minority of the service connections is indeterminate in several areas served by the Company. It is therefore the intent of these rules and regulations that the Company shall assume the responsibility and expense for maintenance of all service connections to the Customer's property line or the meter installation, whichever be the shorter distance to the main. When, in the opinion of the Company, such a service connection is in need of replacement, the Company shall make the replacement at its own expense. The Company will hold title to all service connections installed by the Company, however this section does not apply to the St. Louis County District.
- D. 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.
- E. The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.
- F. The Company will not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities, or for any damage or inconvenience suffered by the Customer, or for any claim for interruption in service, lessening of supply, inadequate pressure, or poor quality of water beyond its control.
- G. The Company reserves the right to discontinue water service in its mains at any time, without notice, for making repairs, extensions or alterations to the distribution system or station equipment; however, where service is to be discontinued for six (6) hours or longer, notice will be given to Customer unless in emergency situations.

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Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 2 LIABILITY OF THE COMPANY (continued)

- H. 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. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules.
- I. The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- J. The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe fixture or appliance whether owned by the Company or Customer, and no person shall be entitled to damages for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customers.
- K. The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service, but it does not guarantee to furnish at all times any given quantity for fire uses or for general purposes.
- L. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss of damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and no other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure, to supply water or pressure, or for any other cause whatsoever.

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Missouri-American Water Company
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Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 3 SERVICE CONNECTIONS

- A. An application for new water service connection shall be made by each Customer before service is turned on to any premises. This application may be made at the local Company office and an application for Special Connection may be required to be filled out. The application for water service shall specify the location of the premises to be served, the name of the applicant, the size of service connection desired and the scope and type of use to be made of the service.
- B. At the time of application for service, applicant must provide proof of identification and may be required to execute a written application or contract; provided, however, that the Company shall have the right to reject any application that does not meet the requirements of their rules and regulations. In any case where unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for such reasonable period of time as is specified by the Company at the time of the making of such contract.
- C. The Company will not be required to enlarge any existing service connection if in the Company's opinion the service connection is of adequate size. Any change in location and/or size of an existing service connection and/or service line requested by the Customer shall be made at the Customers expense.
- D. Only persons duly authorized by the Company shall make any connection to or disconnection from a water main or service connections of the Company, or set, change, remove, interfere with or by-pass any water meter of the Company. Penalties provided by law for any such action will be rigidly enforced.
- E. A customer who has made application for water service to a premises shall be liable for all water service furnished to such premises until such time as Customer properly notifies the Company to terminate the service for their account.
- F. No substantial addition to the water using equipment or appliances connected to the water system of the Company shall be made except upon written notice to, and with the written consent of the Company.

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Missouri-American Water Company
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**Rules and Regulations Governing Rendering
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Rule 3 SERVICE CONNECTIONS (continued)

- G. The Customer's Water Service Line must meet existing plumbing codes and local district Company specifications prior to a new service connection.
- H. In locations with Customer owned service lines the Company will approve the point to which the service connection will be made. In locations with Company owned service lines, Company will furnish and install the service line from the main to the meter box located at or near the Customer's property line.
- I. The Company's Water Service Line and Customer's Water Service Line shall be installed at the expense of the Customer. A Customer's Water Service Line shall not be used to supply more than a single Premises without the consent of the Company.
- J. For service at a new location, a replacement service, or additional service at an existing location, applicant shall pay, in advance, a service connection charge based on the average actual cost to be adjusted annually.
- K. The Customer's water service will not be permitted to be extended along public right-of-way or on private property along, parallel, or across public or private streets or roadways to obtain connection to the Company's main to serve a premises on a parcel of property which would circumvent the need to construct a proper main extension under Rule 21 or to circumvent other applicable Water Service Line rules. Customers, however will be permitted to extend a Water Service Line into or across a driveway owned by the Customer, or into or across a street or roadway to connect to a water main installed within or immediately adjacent to that street or roadway to serve property fronting either side of that street. Water Service Lines must be located on property owned in fee by the owner of the premises to be served. A Water Service Line may not be located on an easement, with the exception of the portion of the line which enters Company's existing easement, to reach the main installed in that easement; and with the exception also of the situation where, in the Company's sole discretion, property ownership abutting the Company's water main is unobtainable and the proposed Water Service Line installation on an easement is in an area where water main extensions would serve no useful purpose for present or potential Customers.
- L. The Company may require the Customer to execute one of the following agreements before allowing a service connection: Master Water Service Agreement, Encumbrance Agreement, and/or Looped Multi-Feed Agreement.

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Missouri-American Water Company
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Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
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Rule 3 SERVICE CONNECTIONS (continued)

M. Waiver of Service Connection and matching of offers made by other water suppliers charges

Where the Company faces competition for business with other water suppliers, the Company may waive all or part of any service connection charges and/or match offers made by other water suppliers in order to effectively compete with offers made to developers and/or Customers by other water suppliers after requesting approval of the waiver from the Commission on a case-by-case basis and receiving an Order granting the waiver for good cause shown.

"Good cause" shall be shown where the Company has provided the Commission Staff with reasonable and adequate documentation that:

1. Bona fide competition exists between water suppliers for new Customers.
2. The addition of Customers for whom the waiver applies would not likely result in a positive revenue requirement.

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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 4 STANDBY, SPECIAL AND TEMPORARY SERVICE

The entire cost of any standby, special, or temporary service installation will be paid by the applicant.

INTERCEPTING TANK REQUIRED FOR LARGE CUSTOMERS

- A. Any plumbing/storage tank will not be permitted without the express approval of the Company in writing.
- B. The inlet connection for tanks shall discharge at a point no less than six inches (6") above the overflow and shall be approved by the Company.

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**Rules and Regulations Governing Rendering
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Rule 5 **INSIDE PIPING AND CUSTOMER WATER SERVICE**

- A. Each applicant for service must, at Customer's own expense, equip their service supply line with an accessible stop and waste valve inside the foundation wall, as well as all piping and attachments, all of which shall be constructed and maintained by the Customer, subject to the approval of any authorized inspectors and in accordance with the rules and regulations of the Company in force at that time.
- B. For all new or replacement Water Service Lines the installation must be in accordance with the requirements of all governmental agencies having jurisdiction. The minimum Water Service Line requirements for material and construction shall be as follows:
1. The Customer' water service pipe shall be of a size not smaller than the service connection, and the minimum size shall be three-quarter inch (3/4"). The type of pipe shall conform to existing plumbing codes and the reasonable requirements of the Company in furnishing adequate and safe service.
 2. Where the Company owns and maintains service lines through the meter the Customer's water service shall include the connection to the outlet side of the metering installation installed as a part of the service connection, and the responsibility for such connection shall be the Customer's. The Company may agree to make the physical connection between the Customer's water service and its metering facilities, but the Company by so doing shall assume no liability for said connection.
 3. All Water Service Lines must be installed at least forty-two (42") inches below the surface of the ground (finished grade) at any point.
 4. If Company becomes aware of Customer's water service not being installed as herein provided the Company will not install its service connection and metering equipment until Customer's water service is installed as herein provided.

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**Rules and Regulations Governing Rendering
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Rule 5 INSIDE PIPING AND CUSTOMER WATER SERVICE (continued)

- C. The Company reserves the right to inspect Customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof. Charges for inspection by Company personnel shall be in accordance with approved fees and service charges.
- D. Unless otherwise specified by local codes or ordinance when street main pressure exceeds 80 p.s.i., Customer shall install at his expense, an approved pressure reducing valve in the water service near its entrance to the building to reduce the water pressure to 80 p.s.i. or lower except where the water service pipe supplies water directly to a water pressure booster system, an elevated water gravity tank, or to pumps provided in connection with a hydropneumatic or elevated gravity water supply tank system.
- E. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather. In locations with Customer owned meter boxes, the meter boxes must be properly installed free from water, mud, and debris at all times. The Company will make ordinary repairs to meters, but if meters are damaged through freezing, hot water backing up into the meter, or neglect of the Customer, the repairs will be assessed against the Customer and payment for such repairs will be enforced the same as bills for service.
- F. Customers at their own expense shall make all changes in their service pipe required by changes of grade, relocation of mains, or other causes.
- G. Separate premises must have separate Customer water service pipes, service valves, and meters, unless specifically authorized by the Company.
- H. Any repairs or maintenance necessary on the Customer's water service or on any pipe or fixture in or upon the Customer's premise including the connections to the Company's metering installation, shall be performed by the Customer at their expense and risk. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so, may result in discontinuance of service.

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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 6 LIMITATIONS ON USE OF WATER
(Sprinkling, Emergencies, Etc.)

The Company is authorized to limit by special rules and orders, any unusual, unnecessary or wasteful use of water, or the sprinkling of fields, gardens, orchards, lawns, parks or club grounds, and may prohibit and prevent the flushing of streets, avenues, roads, and other public places.

Also, the Company is authorized to regulate or limit by special regulations or orders the filling of tanks, basins, swimming pools, etc., requiring large flows of water, where such use of water may affect service to other customers.

The Company may restrict or regulate the quantity of water used by Customers in case of scarcity or whenever an emergency affecting public health and welfare may require such restrictions.

The use of water for sprinkling or landscape watering may be restricted by the Company to alternate days to prevent excessive use and/or waste of water.

Enforcement of this Rule may be by discontinuance of service.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 7 CROSS CONNECTIONS

No Customer may at any time make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time, any cross-connection between plumbing pipes or water fixtures being served with water by the Company and any other source of water supply. It is also unlawful to maintain any sanitary fixture or other appurtenances or fixtures, which by reason of their construction may cause or allow backflow of water or other substances into the water supply system and/or the service line(s) of any consumer of the Company.

The Company shall have no liability for any personal injury or property damage caused in whole or in part by a Customer's making or maintaining of a cross-connection or by a Customer's failure to prevent backflow into the Company's water supply system. In addition, the Company shall have no liability to a customer for any damages, including but not limited to loss of business, related to the refusal to provide service or the discontinuance of service because of the Customer's making or maintaining of a cross-connection or failure to prevent backflow.

A. Definitions

"Approved Backflow Prevention Assembly" (Device): Any testable assembly that is approved by the Missouri Department of Natural Resources under 10 CR 60-11.010 (4)(A).

"Auxiliary Supply": Any water supply on or available to the premises other than the approved public water supply.

"Backflow": The undesirable reversal of the normal flow of water or mixtures of water and other liquids, gases, or other substances into the distribution system of the public water supply due to backpressure and/or backsiphonage.

"Containment": That protection of the public water system is maintained by the application of a proper backflow prevention assembly on the line feeding the building so that any contamination is contained within the premises and does not enter the pipelines of a public water system.

"Cross-Connection": Any actual connection between a public water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be cross-connections. The term "direct cross-connection" shall mean a cross-connection that is subject to both back-siphonage and backpressure. The term "indirect cross-connection" shall mean a cross-connection that is subject to back-siphonage only.

"Double Check Valve Assembly" (DC): An assembly of two independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks.

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Missouri-American Water Company
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**Rules and Regulations Governing Rendering
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Rule 7 CROSS CONNECTIONS (continued)

"Double Check Detector Valve Assembly" (DCDA): An assembly of two independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks. In addition, the device has a by-pass line with a water meter and two (2) independent check valves located within that line.

"Premises": Any and all areas on a water user's property which are served or have the potential to be served by the public water system.

"Public Water Supply or System": Any publicly or privately owned water system operated as a public utility under applicable local authority to supply water for domestic purposes.

"Qualified Backflow Assembly Installer": The installer must be a plumber who meets all applicable local and State requirements to install backflow prevention assemblies.

"Qualified Backflow Assembly Tester": The tester must have the backflow prevention assembly tester certification required by the State in accordance with the requirements and procedures in 10 CSR 60-11.030, and must follow all municipal, county, and state testing requirements.

"Reduced Pressure Detector Check Backflow Prevention Assembly" (RPDA): An assembly consisting of two independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. In addition, the device has a by-pass line with a water meter and two (2) independent check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve located within that line. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer).

"Reduced Pressure Principle Backflow Prevention Assembly" (RP): An assembly consisting of two independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer).

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Name of Issuing Corporation

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**Rules and Regulations Governing Rendering
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Rule 7 CROSS CONNECTIONS (continued)

B. General Provisions

1. Unprotected cross-connections with the public water supply are prohibited. The Company will refuse to give service to any premise having such connections until any and all such existing conditions are terminated, or are protected by an approved backflow prevention assembly. Should a Customer fail to have an approved backflow prevention assembly properly inspected, tested and maintained, the Company will refuse to continue service to the premises until such time as the Customer complies with the Rules.
2. This program is designed for containment protection of the distribution system and requires the water Customer to install, at the customer's expense, an approved backflow prevention assembly as close as possible to the meter, on the Customer's side, as practicable and before any branching occurs, with the exception of underground sprinkler systems and boilers where the assembly may be installed on the branch of the service line that specifically serves these systems. The installation of the backflow assembly will be required as a condition for continued service for existing customers and before a new service will be granted. The installation of all backflow prevention assemblies required by this program must be performed by a Qualified Backflow Assembly Installer.
3. This program applies to all commercial, industrial, and public authority facilities. Establishments that have only drinking fountains, and restrooms, having non-commercial type water using appliances may not be required to install a backflow prevention assembly at the discretion of the Company.
4. The Company will require backflow protection on residential Customers when the following conditions exist:
 - the premises has an auxiliary supply;
 - the premises has an underground sprinkler system;
 - the premises has a private fire protection system
 - the premises has a reported history of cross connections being established or re-established; and
 - the premises has permanently installed means of internally pressurizing the water supply (e.g. pressure booster, power shower, etc.)
 - a cross connection is specifically identified.

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**Rules and Regulations Governing Rendering
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Rule 7 CROSS CONNECTIONS (continued)

5. Wherever backflow protection is determined to be required on a water supply line entering a water Customer's premises, all such water supply lines from the Company's mains entering such premises, shall be protected by an approved backflow prevention assembly.
6. Temporary connections to the public water supply are prohibited unless authorized by the Company in writing. This includes the use of fire hydrants. If a temporary connection is permitted the proper metering and backflow prevention assembly, as approved by the Company, will be required. The backflow device shall be an RP, and it shall be tested each time it is placed into service.
7. Fire Protection Systems
 - a. All new fire protection systems connected to the Company's water supply shall be protected from back pressure and back siphonage by one of the following testable devices:
 - Double Check Detector assembly (DCDA).
 - Reduced Pressure Detector Assembly (RPDA).
 - b. Fire protection systems that contain antifreeze, fire retardant, or other chemicals must be equipped with an RPDA.
 - c. A RP may be used to isolate a branch line(s) of the fire service that contains chemicals, at the discretion of the Company. In this case, a DCDA may be installed as the containment assembly.
 - d. Existing fire protection systems must be equipped, at a minimum, with a double check valve assembly (DC) unless the system contains chemicals. In this case, the system must be equipped with an RP.
 - e. When an existing fire protection system equipped with a DC is extended or renovated, the system's backflow prevention device must be upgraded to a DCDA.

C. Type of Protection Required

The type of protection that shall be required to prevent backflow into the public potable water supply shall be commensurate with the degree of hazard (either actual or potential) that exists on the Customer's premises.

D. St. Louis County

The St. Louis County Department of Public Works administers the cross connection control program in St. Louis County. Rule 7 applies in St. Louis County however the Company does not directly manage the CCC program.

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Missouri-American Water Company
Name of Issuing Corporation

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Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
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Rule 8 BILLS FOR WATER SERVICE

- A. The charges for water service shall be at the rates specified in the applicable rate schedules. The point of sale shall be at the meter installation for all metered service or at the tap for all unmetered services. Service charges for connection (turn-on) or disconnection (turn-off) service are set forth in Rule 14.
- B. A Customer who has made application for water service to a premises shall be held liable for all charges for water furnished to such premise until the Customer's requested date of termination.
- C. Bills for water service will be distributed on a monthly or quarterly basis. The due date on the bill 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 by 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 for monthly, and sixteen (16) days for quarterly billed Customers. Any accounts remaining unpaid after the delinquent date shall be considered delinquent and the Company may take such action as specified in its filed rules and regulations.
- D. A separate bill shall be rendered for each meter installation, and the use of water by the same Customer in different premises or localities will not be combined unless authorized by the Company. Each meter installation shall stand by itself.
- E. Each Customer is responsible for furnishing the Company with the correct bill mailing 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.
- F. Bills and Notices relating to the Company or its business will be mailed or delivered to the service address entered in the Customer's application unless the Company is notified by the Customer of a change of address or an alternate mailing address.
- G. Payments shall be made at authorized locations as designated by the Company.
- H. The Company shall have the right to read meters and render bills either monthly, quarterly, semi annually or annually and such bills shall be due and payable on the due date indicated on the bill.
- I. Water bills are rendered for the entire premises and will not be subdivided.

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Missouri-American Water Company
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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 8 BILLS FOR WATER SERVICE (continued)

- J. The Company may render a bill based on estimated usage if:
1. Extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
 2. The Company is unable to obtain access to the Customer's premises for the purposes of reading the meter, or in situations where conditions make or the Customer makes reading the meter unnecessarily difficult.
- K. The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered, or as a result of clerical error.
- L. 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 billing period. Where water usage is the basis for the charge, it will be at the appropriate rate for water usage unless other charges apply based on local tariffs.
- M. Where a meter fails to register, or if the Company is unable to obtain a meter reading due to reasons outlined in Rule 8 J, the Customer's bill for water usage shall be estimated by using the Customer's usage during the same period in the most recent year for which actual meter readings are available. In the event the Customer was not provided water service the previous year, then the Customer's bill for water usage shall be estimated based upon the average usage of similar Customers. If a Customer has not had water service for three (3) months, the average used for an estimated bill will be based on the number of months the Customer has had water service.

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Original Sheet No. 25

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE

- A. The Customer shall notify the Company at least three (3) days in advance of the day termination is desired. The Customer shall remain responsible for all service used and the billing therefor until service is terminated pursuant to such notice.
- B. The Company may discontinue water service to a Customer for one or more of the following reasons:
- I. Nonpayment of an undisputed delinquent charge.
 - II. Failure to post a required deposit or guarantee.
 - III. Unauthorized interference, diversion or use of the Company service situated or delivered on or about the Customer's premises.
 - IV. Failure to comply with terms of a settlement agreement, including payment arrangements.
 - V. Refusal after reasonable notice to permit inspection, maintenance, replacement or meter reading of Company equipment. If the Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
 - VI. Misrepresentation of identity in obtaining utility service.
 - VII. Violation of any other rules of the Company approved by the Commission which adversely affect the safety of the Customer or other persons or the integrity of the Company's system.
 - VIII. Non-payment of a sewer bill pursuant to a contract between the Company and a sewer corporation, municipality or sewer district authorized by state statute.
 - IX. As provided by local, state or federal law.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)

- C. None of the following shall constitute sufficient cause for the Company to discontinue service:
- I. The failure of a Customer to pay for merchandise, appliances or services not subject to commission jurisdiction as an integral part of the Company service provided by the Company, except for a sewer bill pursuant to Rule 9 B VIII.
 - II. 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, the Company may transfer and bill any unpaid balance to any other service account of the Customer and may discontinue service twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule.
 - III. 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.
 - IV. 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 or user.
 - V. The failure to pay a bill correcting a previous under billing, 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 under billing.
- D. Except for Rule 9 B VIII, notwithstanding any other provision of this rule, the Company may postpone the discontinuance of water service to a residential Customer for a time of at least twenty-one days if the Company is advised the discontinuance will aggravate an existent medical emergency of the Customer, a member of his family or other permanent resident of the premises where service is rendered. The Company may require a Customer to provide satisfactory evidence that a medical emergency exists.
- E. Notwithstanding any other provision of this rule, the Company may discontinue service temporarily without advance notice for reasons of maintenance, health, safety, property damage or a state of emergency.

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Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)

- F. If a Customer disputes a particular bill, the Company will not discontinue service for non-payment so long as the Customer (i) pays the undisputed portion of the bill (if the parties are unable to determine the undisputed portion, the Customer shall pay to the utility fifty percent (50%) of the bill in dispute), (ii) pays all future periodic bills by the due date, and (iii) enters into discussions with the Company to settle the dispute in accordance with rules of the Public Service Commission. If agreement cannot be reached on settlement of the dispute, the Customer may register his dispute with the Public Service Commission in accordance with Commission rules.
- G. Except for Rule 9 B VIII, the Company shall not discontinue residential service pursuant to section 9 B unless written 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. As an alternative, the Company may deliver a written notice in hand to the Customer at least ninety-six (96) hours prior to discontinuance. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to the sections of the Code Of State Regulations that is currently the subject of a dispute pending with the utility or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of settlement.
- H. On the date specified on the notice of discontinuance or within twenty (20) business days for quarterly billed Customers and eleven (11) business days for monthly billed Customers after that, and subject to the requirements of these rules, the Company may discontinue service to a residential Customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued on a day when Company personnel are not available to reconnect the Customer's service or on a day immediately preceding such a day unless the Company is prepared to reconnect service on such day, subject to payment of the applicable standard charge as required. After the twenty (20) business day effective period of the notice for quarterly billed Customers and eleven (11) business day effective period of notice for monthly billed Customers, all notice procedures required by this rule shall again be followed before the Company will discontinue service.
- I. The Company shall make reasonable effort to communicate with the customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable effort to inform such occupant(s).

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)

- J. Company personnel shall identify themselves and announce the intention to disconnect service, or leave a conspicuous notice of the disconnect.
- K. The provisions of paragraphs (I) and (J) above may be waived if safety of Company personnel while at the premises is a consideration.
- L. Except by special written agreement with the Company, no Customer shall resell any of the water received by him from the Company nor shall such water be delivered to premises other than those specified in his application for service.
- M. Discontinuance of the supply of water to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.
- N. In case the Company discontinues its service for any of these causes or is through fault of the Customer, prevented from supplying water according to the provisions of any contract or agreement, then there shall forthwith become due and payable to the Company as liquidated damages, and not as penalty, the amount remaining unpaid, and also the amount which is guaranteed by the contract or agreement as a minimum payment for same.
- O. If the Company shall ever have lawful cause to discontinue water service to any one of the Customers using a Master Water Service Line, whether due to nonpayment of bills, leaks in the metering facilities or any other lawful cause whatsoever, the water service to the entire Master Water Service Line may be discontinued and all Customers dependent on the line can be deprived of water service because of the actions or inactions of one of said Customers.

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Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)

- P. The Company reserves the right to shut off the supply of water without notice for the following reasons:
- I. If a condition dangerous or hazardous to life, physical safety or property exists.
 - II. If the owner of any premises which is not in compliance with Rule 7 (CROSS CONNECTION), fails or refuses to break the connection after receiving notice to do so by the Company, service shall be discontinued by the Company, by the making of a definite break in the customer service connection until the premises is in compliance with Rule 7. The entire cost of the breaking and reconnecting of the service pipe shall be at the expense of the Customer.
 - III. Upon order by any court, the Commission or other duly authorized public authority.
 - IV. For molesting or tampering by the Customer or others with the knowledge of the Customer, with any meter, connection, service connections, curb cock, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
 - V. If fraudulent or unauthorized use of water is detected and we have reasonable grounds to believe the Customer is responsible for such use.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 10 RESTORATION OF WATER SERVICE AFTER DISCONTINUANCE

- A. When water service to a premises has been discontinued for any reason other than temporary vacancy, it will be restored promptly at that premises when the cause for discontinuance has been eliminated and upon payment of all charges due and payable by the Customer in accordance with the Company's approved schedule of Rates and Tariffs, or payment of a sewer bill and other charges pursuant to a contract between the Company and a sewer corporation, municipality, or sewer district authorized by state statute.
- B. Company personnel sent to disconnect service will not accept payment in order to prevent turn-off of service.
- C. Restoration of service will be made when the Customer has fully complied with Rules 10 and 11.
- D. No Customer whose service has been turned off shall turn on same or have same done by anyone other than Company personnel.
- E. Water may not be turned on to any premises unless there is a responsible person present if required by the Company.
- F. When it has been necessary to discontinue water service to any premises because of a violation of the Rules and Regulations or on account of non-payment of any bill, except for non-payment of a sewer bill pursuant to Rule 9b VIII, a charge as set forth in the approved tariff will be made to restore water service except that the charge for any service turned on at the request of a Customer after regular hours or on Saturdays, Sundays, or holidays will be actual cost. This charge, together with any arrears that may be due the Company for charges against the Customer, and any service deposit required by the Company, and actual disconnection and applicable excavation charges must be paid before the water will again be turned on.
- G. If at the time of such discontinuance of service, the Customer does not have a deposit with the Company, the Company may require a cash deposit as a guarantee of the payment of future bills before the water will be turned on.
- H. In the event the Customer's payment is returned for any reason, water service may be discontinued without additional notification.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 11 SECURITY DEPOSITS

- A. The Company may require a security deposit or other guarantee as a condition of new water service due to any of the following:
- I. The Customer has outstanding with the Company an unpaid service account which accrued within the last five years and at the time of the request for water service remains unpaid and not in dispute.
 - II. The Customer has in an unauthorized manner interfered with or diverted the service of a utility situated on or about or delivered to the Customer's premises within the last five years.
 - III. The Customer is unable to meet credit rating standards for water utilities. The Customer shall be deemed to have established an acceptable credit rating if the Customer meets any of the following criteria:
 1. Owns or is purchasing a home;
 2. Is and has been regularly employed on a full-time basis for at least one (1) year;
 3. Has an adequate regular source of income; or
 4. Can provide adequate credit references from a commercial credit source.
- B. The Company may require a security deposit or other guarantee as a condition of continued water service due to any of the following:
- I. The service of the Customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.
 - II. In an unauthorized manner, the Customer interfered with or diverted the service of the Company situated on or about or delivered to the Customer's premises.
 - III. The Customer has failed to pay an undisputed bill before the delinquency date for five billing periods out of twelve consecutive billing periods or two quarters out of four consecutive quarters.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 11 SECURITY DEPOSITS (continued)

- C. A security deposit required by the Company is subject to the following terms and conditions:
- I. A deposit shall not exceed two (2) times the highest bill for water charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new Customer, who is assessed a deposit under subsection A III of this rule, one-sixth (1/6) of the estimated annual bill for monthly billed customers and one-third (1/3) of the estimated annual bill for quarterly billed Customers for water charges at the requested service location. If a deposit is greater than \$100, the utility shall advise the applicant or customer that the deposit can be paid in equal installments over a period of no less than (4) weeks; service shall be connected upon receipt of the first such payment.
 - II. Deposits held more than twelve (12) months shall earn interest from the date of deposit at the rate of six percent (6%) per annum or at such other rate as the Commission may prescribe following a public hearing; interest shall be credited upon the water service account of the Customer annually or paid upon the return of the deposit at the discretion of the Company. Interest shall not accrue on any cash deposit after the date the Company has made a reasonable effort to return such deposit to the Customer.
 - III. The deposit shall not earn interest upon termination of service. The deposit, with accrued interest, shall be credited to the final bill and the balance, if any, shall be returned to the Customer.
 - IV. The credit of a Customer shall be established and the deposit and accrued interest shall be refunded promptly by the Company upon satisfactory payment by the Customer of all proper charges for water service for a period not to exceed twelve successive months. For purposes of this rule, payment is satisfactory if made prior to the date upon which the bill becomes delinquent. The Company may withhold refund of the deposit funds pending the resolution of a matter in dispute involving discontinuance for non-payment of unauthorized interference by the Customer.
 - V. If a Customer is unable to pay a security deposit in one payment, the Company will allow the Customer to make payments over a period of at least four (4) weeks.

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Missouri-American Water Company
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Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 11 SECURITY DEPOSITS (continued)

- D. In lieu of a cash security deposit required by these rules, Company may accept the written guarantee of a responsible party who is an existing Company Customer as surety for a customer service account subject to the following terms and conditions.
- I. It shall be in writing and shall state the terms of guarantee and the maximum amount guaranteed. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of a required case deposit unless the guarantor consents thereto in a separate written instrument.
 - II. Credit shall be established for the Customer and the guarantor shall be released upon satisfactory payment by the Customer of all proper charges for water service for a period of twelve successive months. For purposes of this Rule, payment is satisfactory if, as to undisputed bills, it is made prior to the date upon which the bill becomes delinquent. Payment of a disputed bill shall be satisfactory if made within ten days of resolution of withdrawal of the dispute. The Company may withhold the release of the guarantor pending the resolution of a matter in dispute involving discontinuance for non-payment or unauthorized interference by the Customer.

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Original Sheet No. 34Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 12 TERMINATION OF WATER SERVICE AT CUSTOMER'S REQUEST

- A. Service will be permanently terminated at the Customer's request when proper notification is made as noted in Rule 8 B. Upon receipt of such notification the Company shall read the Customer's meter and charges for water service rendered up to and including the time of shut-off shall be computed and will become due and payable immediately.
- B. The Company may, on verbal notice of the Customer, or his agent, temporarily turn-off and reinstate service for repairs or alterations without in any way affecting the existing application. Applicable fees may apply.
- C. Termination of water service to a premises 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 Customer.

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Missouri-American Water Company
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For

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Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 13 INTERRUPTIONS IN WATER SUPPLY

- A. The Company reserves the right to shut off the water in its mains at any time, without notice, for making repairs, extensions or alterations to the distribution system or station equipment.
- B. Whenever water service is interrupted for repairs, all Customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize interruption of service.
- C. No refunds of charges for private or public fire protection or of the minimum water rate of other classes of Customers will be made for interruptions of service.
- D. In order to maintain proper and sufficient pressures in the distribution system for fire protection and other purposes, the Company reserves the right, at all times, to determine, limit, and regulate, in a reasonable and non-discriminatory manner, the maximum amounts of water any Customer may use.

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Original Sheet No. 36Missouri-American Water Company
Name of Issuing Corporation

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Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 14 SERVICE CHARGE

- A. A service activation fee, as set forth in the approved tariff will be charged for a service connection during the Company's regular business hours. Services turned on at the request of the Customer outside of business hours will be charged at actual cost.
- B. A termination (turn-off) of an existing service will be made during the Company's regular business hours without charge. For all indoor meters, the Customer, or their authorized representative must be present at the time of termination.
- C. Company personnel will conduct necessary investigation for unusually high usages, checking meter readings, reasonable enforcement of these rules and regulations, or to satisfy Customer inquiries upon either Company instigation or Customer request. However, after making one (1) such special meter reading or investigation at the request and for the convenience of the Customer, any additional services of this nature performed for the Customer within 31 days for monthly read Customers and 92 days for quarterly read Customers shall constitute special services and the Company shall require a payment as shown on the applicable rate sheet.
- D. A charge as set forth in the approved tariff, shall be made when an inspection by the Company personnel is required to insure compliance with Rule 5 (Inside Piping and Customer Water Service).
- E. The service charges cited in the various sections of this Rule are "net" and do not include any applicable municipal, state, or federal taxes computed on the Company's collections of such charges. Any such taxes will be added in collecting or billing service charges, as appropriate.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 15 METERS AND METER INSTALLATIONS

- A. All permanent connections shall be metered. The Company's installed meter shall be the standard for measuring and/or billing water service.
- B. All meters shall be furnished, installed, maintained, and removed by the Company and shall remain its property. All meter setting installations shall be the responsibility of the Customer and upon acceptance will be deemed contributed property to the Company, at which time the Company will maintain the installation and it will remain the property of the Company; however where the water service line or any of its components are not owned by the Company, the meter alone and not the meter setting installation, is owned, installed, maintained, and removed by the Company and shall remain its property. No one who is not an agent of the Company shall be permitted to access, tamper or remove such property therewith.
- C. Unless Otherwise permitted by the Company, the size of the meter installed by the Company will not be greater than the smallest size of any portion of the water service line. The style and size of the meter(s) will be determined by the Company based on:
- a) The service line configuration chosen by the Customer from those alternatives which are permissible by the Company's Rules, Regulations, and/or Specifications then in effect, and/or
 - b) The basis of the Customer's stated flow requirements.
- If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the Customer, the cost of installing such meter and appurtenances shall be borne by the customer.
- D. The meter shall only be installed in a dry meter box/vault of a size and design acceptable to the Company and located accessibly on the premises served.

Where the water service line is owned in its entirety by the Customer, the Customer must provide proper and approved connections and piping for installing the meter in the water service line, as well as an approved meter box/vault.

The meter installations shall also be at or near the property line, in front of the premises served unless the Company approves another location. In the cases where the location of the Company's main and the routing of the water service line prevents efficiently locating the meter box/vault at or near the property line, the meter location will be determined by the Company to facilitate proper and efficient meter reading.

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Missouri-American Water Company
Name of Issuing Corporation

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Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 15 METERS AND METER INSTALLATIONS (continued)

All meter installations must be protected from flooding, and constructed of materials acceptable to the Company. Also to minimize meter freezing problems and improve accessibility for meter reading all meter boxes, unless specifically allowed by the Company, must be located outside of paved or graveled areas, such as driveways, sidewalks, and parking lots, etc. In addition all meter installations must be kept clear of enclosures, vegetation or landscaped plantings that would inhibit accessibility for efficient meter reading and maintenance.

When the Company determines that there is no suitable location for a meter box, a meter may be installed in a basement in a suitable location acceptable to the Company. In such case, installation of a remote reading device will also be required.

Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain, provided the meter is readily accessible, as determined by the Company, for servicing and reading, the meter space provided is located where the water service line enters the building, and a properly installed electrical ground wire is installed around the water meter. Meter space guidelines are based on meter size and will be provided to Customer by the Company upon request. It is the responsibility of the Customer to provide a location for the meter, which in the event of water discharge as a result of leakage from the meter or couplings will not result in damage. The Company's liability for damages to any and all property, caused by such leakage, shall in no event exceed the price of service to the affected premises for one average billing period in the preceding year. If the premises have not received service for one year, liability will not exceed the price of service to an average comparable customer for an average billing period. If a Customer refuses to provide a reasonable and an accessible location for a meter installation and servicing as determined by the Company, the Company will notify the Public Service Commission before ultimately refusing service or proceeding to discontinue service. Furthermore the Company may discontinue service, to an approved internal metering location, as provided in this rule if a Customer fails to cooperate with the Company to obtain an actual meter reading by not:

- a) Providing access to the meter at the regularly scheduled reading time, as provided to the Customer, or
- b) Requesting an appointment reading. The Company will, at a Customer's request, read the Customer's meter by appointment during regular business hours. Appointment for meter reading will not be scheduled outside of regular business hours described above, or
- c) Permitting the installation of a remote meter reading attachment.

E. Unless otherwise permitted by the Company, all water meters must be installed at the same time that a water service line tap to the Company's main is made.

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Missouri-American Water Company
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Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 15 METERS AND METER INSTALLATIONS (continued)

- F. All service to any one Customer at one building shall be furnished through a single metering installation. Where a building is occupied by more than one Customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one service line under a Master Water Service Line Agreement. The Company's meters will be in a location approved by the Company. Where service is not supplied through one meter to a location having two or more separate premises, the service shall be considered a multiple service at the Company's option. The Customer may rearrange piping, at customer's own expense, so as to separate the multiple services and permit the Company to install a separate meter for each premise.

Units of multi-storied buildings, including condominiums, townhouses, duplexes, wherein each unit is individually owned, will not be separately metered unless all units therein conform to requirements of Company rules which relate to the installation requirements for water service lines which all units shall have owned ground floor space.

- G. The meters and meter installations furnished by the Company shall remain its property and the owners of premises wherein they are located shall be held responsible for their safekeeping and liable for any damage thereto resulting from the carelessness of said owner, his agent, or tenant. For failure to protect same against damage, the Company may refuse to supply water until the Company is paid for such damage. The amount of the charge shall be the cost of the meter and appurtenances (including applicable taxes and other incidental charges) and the labor cost necessary to make the meter change.

Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather and must keep the meter box/vault area free from water, mud, and debris at all times. The Company will make ordinary repairs and/or replacement to meters, but if meters are damaged through freezing or neglect of the Customer, the cost of repairs and/or replacement will be assessed against the Customer and payment for such repairs and/or replacement will be enforced the same as bills for service. The Customer will similarly be held responsible for preventable damage to any remote meter reading attachment. The Customer shall promptly notify the Company of any defect in, or damage to, the meter, its connections or housing.

- H. No person except an authorized employee of the Company, or other person duly authorized by the Company, shall make any connection to or disconnection from the water main of the Company, nor shall unauthorized individuals set, change, remove, interfere with, bypass, or make any connection to, the Company's meter or other property. The Customer shall be responsible for any violations of this rule and the consequences thereof. The Customer shall promptly notify the Company of any defects in, or damage to, the meter, its connections or housing as soon as it comes to their knowledge. The Company reserves the right to put seals on any water meter, or on its couplings, in and for any premises, and may discontinue water service if such seals are found broken or removed.

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Original Sheet No. 40

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 15 METERS AND METER INSTALLATIONS (continued)

- I. Any change in the location of any existing service connection, meter or meter installation at the request of the Customer shall be made at the expense of the Customer.
- J. If additional meters are desired by the Customer and/or property Owner for showing subdivision of the supply within a premise, they shall be furnished, installed, operated, and maintained at the expense of said Customer and/or property Owner with written permission from the Company.
- K. Plumbing appurtenances, such as pressure reducing valves, auxiliary shutoff valves, gauges, backflow prevention devices, lawn sprinkler connections, etc., or any other construction shall not be located inside a meter box/vault containing the meter and shall not interfere with installation, removal operation, servicing or reading of the meter. Only those water service line or plumbing appurtenances of a design acceptable to the Company will be permitted to be installed in the meter box/vault.
- L. If fire flows are necessary (whether for a single premises or on a Master Water Service Line which is metered at its connection to the Company's main), the meter(s) must be capable of measuring a full range of flows required by the Customer (both domestic and fire flows). The Company may choose between either a split service line configuration which uses a detector check meter(s) on the fire line and a meter suitable for the reasonably anticipated domestic usage requirements on the line not used for fire protection, or the Company may avoid the use of a split service configuration but then must utilize a meter designed for both domestic flows and fire flows, typically referred to as a "fire flow" meter.
- M. On a split service, the Company will provide all meters used, but the size of the meter installed on the domestic line will not be larger than necessary for the reasonably anticipated domestic usage requirements of the customer. If the "fire flow" meter alternative is required by the Company or is chosen by the Customer if not required by the Company, the Customer and/or property Owner must pay to the Company as a contribution-in-aid-of-construction, in consideration of a) the extraordinary cost of a "fire flow" meter, and b) fire flow potential demand, the difference between the actual cost of the "fire flow" meter and the costs of the meter(s) otherwise deemed appropriate by the Company for the split service line arrangement. The Company does not pay the cost of any required meter settings, boxes/vaults or related plumbing requirements, regardless of which service line configuration is utilized, these costs are borne by the Customer and/or property Owner as part of installation of a new service.

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Missouri-American Water Company
Name of Issuing Corporation

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Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 16 METER TESTS AND TEST FEES

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

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Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 17 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 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 will be determined as follows:
1. Where the period of error can be shown, the adjustment shall be made for such period.
 2. Where the period of error cannot be shown, the error found shall be considered to have existed for three months preceding the test.
- B. **Under-register:** If the meter is found on any such test to under-register, the Company may render a bill to the Customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be conditioned upon the Company's not being at fault for allowing the inaccurate meter to remain in service.
- C. **Over-register:** If the meter is found to over-register more than allowable according to Commission rules, the Company shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy as above defined. Said refund may, at the Company's option, be in the form of a credit to the Customer's bill.

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Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 18 PUBLIC FIRE PROTECTION

- A. An incorporated City, town or village by ordinance or a Fire District by Resolution of its Board of Directors may order a new fire hydrant installed or an existing public fire hydrant relocated or removed within the boundaries of the city, town, village or fire district. Field location of such fire hydrants shall be specified by the Fire Chief of the city, town, village or Fire District or other designated official empowered to act on behalf of the city, town, village or fire district.
- B. The Company may refuse to accept orders for new hydrant installations, and relocation or removal of existing public fire hydrants which do not conform in general to the recommendations of the Insurance Services Office of Missouri which are appropriate for that insurance rating for which the city, town, village or fire district is at that time eligible, based upon all factors other than fire hydrants within said city, town, village or fire district.
- C. The Company may refuse to accept orders for installation of a new fire hydrants or the relocation of existing fire hydrants at locations where there is not an existing water main, 6" or larger in diameter.
- D. The Company will not accept orders for new fire hydrant installations or relocation of existing fire hydrants on private property.
- E. The Company shall not be required to install new fire hydrants or relocate existing fire hydrants on roads, streets or alleys where the political entity having jurisdiction refuses or fails to issue a permit to the Company for such installations.
- F. New fire hydrants installed under this tariff shall conform to the latest Company specifications and standards.
- G. When hydrants are used by an incorporated city, town, village, fire district or other political entity or for fire drill, the fire hydrants shall be left in proper condition by the incorporated city, town, village or fire district to prevent freezing and other damages.

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Missouri-American Water Company
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Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 18 PUBLIC FIRE PROTECTION (continued)

H. Customers or their agents, fire departments or fire districts, and all others are forbidden to open any fire hydrants, valves, or other openings not on their metered service for any purpose other than fire protection (fire protection includes filling of a tank or fire fighting equipment by a fire department or fire district) for the purposes of extinguishing of fires. Water shall not be taken from any public fire hydrant for construction purposes, washing streets, flushing sewers or gutters, or any other use without first:

- i. Obtaining written authorization from the Company for the particular time and occasion of fire hydrant use; and
- ii. Certifying that they will comply with DNR Regulations; and
- iii. Adhering to the Company's instructions about the hours, the size of pipes or hose, rates of flow, and other specifications concerning the manner of usage and allowed usages.

If the Company becomes aware of any violation of this Rule, the Company will withdraw authorization and/or discontinue such service.

- I. During freezing weather, the city, town, village or fire district shall notify the Company after it has opened any fire hydrant.
- J. Whenever a change in the location of a fire hydrant is ordered, requested or made necessary due to change in line or grade of any public place, street, avenue, alley, bridge, roadway, curb or walk, or for any other reason, said change will be made by the Company at the expense of the city, town, municipality, fire protection district, governmental entity, road authority or other ordering entity, requesting, or making necessary such change excluding Jefferson City Operations.
- K. Jefferson City Operations, Whenever a change in the location of a public fire hydrant, water mains, pipes, appurtenances or other facilities is ordered or requested by the City of Jefferson or made necessary due to a change by the City of Jefferson in line or grade of any roadway, street, avenue, alley, bridge, curb or walk or public place, such change will be made by the Company and the cost of such change will be paid one-half (1/2) by the company and one-half (1/2) by the City of Jefferson, under the provisions of Ordinance No. 8036 approved July 1, 1968.
- L. In the event that a city, town, village or fire district by ordinance or resolution, shall order the installation of additional public fire hydrants on existing water mains having an internal diameter of six (6) inches or larger, the Company will install such fire hydrants at the cost of the Company and such fire hydrants will be maintained by and at the expense of the Company excluding the City of Joplin Operations.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 18 PUBLIC FIRE PROTECTION (continued)

M. City of Joplin Operations

- i. All public fire hydrants shall be furnished and installed by the Company, at the cost of the city, municipality or fire protection district ordering the installation of same, and after installation will be maintained by and at the expense of the Company.
- ii. When it is necessary or desirable to replace existing public fire hydrants, such hydrants shall be removed and the replacement hydrants furnished and installed only by the Company, and under the following terms and conditions:
 - a. At the cost and expense of the Company if the Company deems it uneconomical to repair the fire hydrant, provided that the need for replacement of the hydrant is not the result of an accident.
 - b. In all other cases, at the cost and expense of the city, municipality or fire protection district in which the hydrant is located. In the event of replacements due to accidents, the city, municipality or fire protection district shall only be billed the amount, if any, by which the replacement cost exceeds the amount received in settlement for the accident.
- iii. All public fire hydrants within the city limits of Joplin shall become the property of the City of Joplin, however, the public fire hydrants shall be maintained by the Company. All public fire hydrants outside of the City Limits of Joplin shall become the property of the Company and shall be maintained by the Company.

- N. All public fire hydrants shall become the property of the Company and shall be maintained by the Company excluding the City of Joplin Operation.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 19 Fire Hydrant Usage and Permits

Customers, or their agents, fire departments or fire districts, and all others are forbidden to open any fire hydrants, valves, or other openings not on their metered service for any purpose other than fire protection (fire protection includes filling of a tank or fire fighting equipment by a fire department or fire district), unless authorized by franchise agreement without first:

- 1) Obtaining written authorization from the Company, and
- 2) Certifying that they will comply with DNR Regulations , and
- 3) Adhering to the Company's instructions about the hours, the size of pipes or hoses, rates of flow, and other specifications concerning the manner of usage and allowed usages.

Requirements to obtain a permit to use a public fire hydrant.

- 1) Permits to use a public fire hydrant may be issued in writing to an individual or business for uses deemed reasonable by the Company.
- 2) Anyone requesting to use a public hydrant must apply in writing in person with valid identification (Driver License or Company Identification) at the Company and pay up front the non refundable fees associated with the hydrant use based on the local operating company tariff on file with the Commission.
- 3) Grantee at the time of application must present an acceptable backflow prevention device along with a certificate or letter from the appropriate governing authorities that the device has been properly tested and inspected and is in good working condition. Once such a certificate or letter is on file at the local office of the Company, it is not necessary for the grantee to bring in the physical device on subsequent requests for a permit until such time that such certificate or letter expires. The grantee must also display the proper hydrant wrench tool which must be used at all times when opening and closing the hydrant.
- 4) Grantee must also read and sign a document which gives instructions on the proper operation of the hydrant, which instructions shall include but not be limited to:
 - ◆ Turning direction for opening and closing
 - ◆ Proper speed in which to open and close the hydrant
 - ◆ Use of the correct hydrant wrench
 - ◆ Use of the correct nozzle, specifically stating that the large nozzle should not be used
 - ◆ Understanding where to stand when operating the hydrant
 - ◆ Hoses attached to the hydrant may not cross streets or driveways unless properly protected

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Name of Issuing Corporation

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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 19 Fire Hydrant Usage and Permits (continued)

- 5) Hydrant permits are to be issued for the same day the request is made unless specifically authorized otherwise by the Company. Permits must be attached to the hydrant being used and will only be removed by Company personnel.
- 6) Permits requested for a future day(s) is limited to 30 days advance issuance. Requests of this nature must be in writing on the letterhead of the individual or entity making such request which must clearly state the intended purpose of the water usage. For requests beyond 30, the Company may in its discretion require a permanent tap and metered service be installed and paid for by the individual or entity.
- 7) Any person or business violating any aspect of this rule may be denied access to permits in the future.
- 8) Any person or business opening a hydrant without proper authorization may be subject to criminal prosecution along with being responsible for charges for water usage in an amount determined by the Company.
- 9) Anyone wishing to use a private fire hydrant that is on an unmetered setting or is only metered by a detector meter must follow the above guidelines.
- 10) Upon expiration of the permit, the Company will inspect the hydrant for any damage and proper shut down. Any damage found will be the responsibility of the grantee. The hydrant permit will be removed from the hydrant by the Company representative.

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Missouri-American Water Company
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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 20 Private Fire Protection

- A. Application for private fire protection service will be considered by the Company subject to the availability of water mains of sufficient size, and the furnishing of fire protection service shall be on the basis of pressure and volumes as may exist in the locality, which pressures and volumes are not guaranteed by the Company.
- B. If unauthorized usage is made of the fire protection facilities, or unusual circumstances develop, the Company reserves the right, at any time, to install a meter or flow-detection device. The cost of such meter or flow-detection device and the installation thereof shall be paid by the Customer.
- C. All new Private Fire Service Line Connections shall include installations of a valve, as approved by the Company, of the same size as the service connection at the junction of the water main, along with an approved backflow prevention assembly with detection meter. The Company or Company's representative will make the service tap to it's mains at the cost and expense of the Customer. The backflow assembly must be installed on the customer premises in an in-ground vault, above ground, or inside a building. The installation and operation of the backflow assembly must conform to the requirements of the Company and the Department. of Natural Resources and shall remain the sole responsibility of the Customer for periodic inspections, testing and maintenance by the Customer. Should a Customer fail to have the backflow assembly inspected, tested or maintained, the Company will refuse to continue service to the premise until such time as the Customer complies with the Rules.
- D. No Private Fire Service Line Connections shall be used for domestic, commercial or industrial use unless such connection is authorized by the Company in writing.
- E. All new sprinkler pipes and other private fire connection pipes shall be so placed as to be readily inspected. If the pipes are concealed on existing services or not readily identifiable, or if any authorized connections for other uses are in existence, meters shall be installed on each service at the expense of the Customer.
- F. The size of the private fire service connection shall be determined by the Company.
- G. Customers desiring private fire service must consult, before installation, with the Company as to the availability of mains and pressure. In the event a private fire service connection is requested at a point not already served by a main of adequate capacity, at the sole discretion of the Company, a main extension will be required as provided in the rule for Extension of Company's Water Mains.
- H. Private fire hydrants not installed on public right-of-way or on Company easement and connected to Company mains shall be subject to required contracts as provided in the Company's applicable rate schedule.
- I. At the sole discretion of the Company one service pipe may be permitted for both Domestic and Private Fire service.

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Missouri-American Water Company
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Missouri Service Area
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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 20 Private Fire Protection (continued)

- J. Any modifications to any existing service lines to retrofit a fire suppression system either residential or commercial shall have written approval of the Company, Fire authority, and the division of plumbing having jurisdiction of the Premises to be served prior to modification and or installation of said fire suppression system.
- K. An applicant for Split, Combination Water Service lines or Special Connection (s) shall comply with all provisions specified in the Application for Special Connection, which may be modified, altered or changed from time to time by the Company.
- L. When fire flows are necessary (whether for a single premises or on a Master Water Service Line which is metered at its connection to the Company's main), the meter (s) must be capable of measuring a full range of flows required by the customer (both domestic and fire flows). The Customer with approval from the Company may choose between:
- i. a split service line configuration which uses a detector check meter (s) on the fire line and a meter suitable for the reasonably anticipated domestic usage requirements on the line not used for fire protection, or
 - ii. a meter designed for both domestic flows and fire flows, typically referred to as a "fire flow" meter, approved by the Company. That portion of the dual purpose service line from the Company main to the property line shall be the property of the Company in consideration of its perpetual maintenance and upkeep excluding St. Louis County Operations.
- M. Service connections for water to be taken for the extinguishment of fire shall be made only upon the terms as provided for in the "Application for Special Connection"-for such service, a copy of which is available at the Company office, and then only after such application has been approved in writing by the Company designee, as well as by the Fire Protection Authority designee.
- N. A valve controlling the entire supply, as approved by the Company, shall be placed either at the curb or at such other point as may be approved by the Company, and said valve shall be at the expense of the Customer, and any valve pit or vault which may be required will also be furnished by and at the expense of the Customer.
- O. Where split services are used for both general and fire purposes, separate charges will be made for each type of service in accordance with the established schedule of rates.

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Missouri-American Water Company
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**Rules and Regulations Governing Rendering
Of Water Service**

Rule 20 Private Fire Protection (continued)

- P. The Applicant agrees the Company shall not be considered in any manner an insurer of property or person, to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire or otherwise, and that it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever. The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur. The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe fixture or appliance whether owned by the Company or Customer, and no person shall be entitled to damages for any interruption of service. The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service, but it does not guarantee to furnish at all times any given quantity for fire uses or for general purposes.
- Q. Whenever a fire service system is to be tested under the regulation of the fire insurance underwriters, the Customer shall notify the Company of such proposed test, naming day and hour when test is to be made, so that, if desired the Company may provide an inspector during the test.
- R. Because Commission jurisdiction constitutes a legislative recognition that the public interest in proper regulation of public utilities transcends municipal or county lines, and that a centralized control must be entrusted to an agency whose continually developing expertise will assure uniformly safe, proper and adequate service by the Company, no regulations or ordinances of local governments shall be permitted to impose differing construction methods (excepting local permit requirements for excavation and restoration of public rights-of-way), material selections, water main sizes, service line/fire line sizes, service line/fire line configurations, metering, or licensing qualification of the Company's employees or of those independent contractors employed to install, replace or maintain water mains, service lines/fire lines, unless such requirement is adopted and approved by the Commission upon complaint alleging that such requirement is necessary for safe and adequate service and requesting uniform application throughout Company's service area.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
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Rule 20 Private Fire Protection (continued)

- S. When a tap has been made to serve a private fire service and a Customer or owner decides either (a) not to install the private fire protection service line and piping and to cancel the private protection billing or (b) to terminate existing private fire protection service, the following are required.
1. A written request for termination of private fire services from the Customer and owner of the premises; and
 2. Written proof that the appropriate fire protection authority has been notified that private fire protection service will be unavailable at the premises; and
 3. At the discretion of the Company, abandoned or unused Water Service lines must be disconnected from the Company's main and the tap (s) may be destroyed. In the case of a "split water service line", that portion of the water service line providing the private fire protection service may be made unusable as directed by the Company in lieu of tap destruction.
 4. If the above requirements are not fulfilled, the Company will continue the Private Fire Protection billing in accordance with appropriate rate tariff. If Private Fire Protection bills are not paid, the Company may do either or both of the following.
 5.
 - A. For all non-residential services, transfer the unpaid balance to any other service account of the Customer regardless of bill class, and or
 - B. Attempt to notify the appropriate fire protection authority and the owner of the premises if either are known to the Company, and then proceed to terminate Private Fire Protection service. In the case of the "split water service line" discontinuance of the fire service will also discontinue domestic service. The actual costs of Company's work, will be billed to the Customer. Service restoration will not be permitted until all bills, including those transferred under "A" above, are paid.
 - C. For residential services discontinuance of service will comply with rule for Discontinuance of Service Rule 9. Customers must notify fire authority of pending discontinuance of service.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 21 Extension of Company Mains.

This rule shall govern the extension of the Company's water mains after the date hereof which are necessary to serve Customers within its service area.

1. The Company's water mains can be extended within the service territory of each of its operations within the State of Missouri either by the Company's forces, Company's contractor or by an applicant's contractor in accordance with Company's standards and contractual requirements. Because Commission jurisdiction constitutes a legislative recognition that the public interest in proper regulation of public utilities transcends municipal or county lines, and that a centralized control must be entrusted to an agency whose continually developing expertise will assure uniformly safe, proper and adequate service by the Company, no regulations or ordinances of local governments shall be permitted to impose differing construction methods (excepting local permit requirements for excavation and restoration of public rights-of-way), material selections, water main sizes or licensing qualifications of the Company's employees or of those applicant contractors employed to install, replace or maintain water mains owned or to be owned by the Company when such work is performed under the supervision of or inspection by Company agents or employees, unless such requirement is adopted and approved by the Commission upon complaint alleging that such requirement is necessary for safe and adequate service and requesting uniform application throughout Company's service area.

The following terms and conditions shall apply:

- a. When an Applicant makes a request for an extension of water main, the Company shall first determine the closest adequate and reliable source of water in its existing distribution system. The Company will then determine the sizes, types, route and location of mains, tie-ins if necessary and ancillary equipment needed to serve Applicant's property. The local fire authority or the Company will determine fire hydrant locations. The Applicant will be responsible to pay the material and labor costs of piping, fire hydrants, valves, fittings, casing pipe, booster stations, water storage tanks, water plant upgrades, inspection fees, testing (including but not limited to: bacteriological, chlorination, de-chlorination, pressure and flushing), restoration costs, other materials, and any necessary reconstruction, replacement or reinforcement of existing water mains to which the proposed main extension will be connected. The Applicant will also be required to pay all costs associated with the acquisition and preparation of any easements or permits necessary for the installation of the aforementioned facilities.
- b. The Applicant or the Applicant's authorized agent shall contract with the Company for such extension or shall contract with an applicant's contractor in accordance with the Company's standards and contractual requirements. At the Company's discretion any necessary reconstruction of existing mains or installation of mains larger than 12" in diameter will be done by Company's forces or Company's contractor or by an applicant's contractor in accordance with Company's standards and contractual requirements.

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FORM NO. 13

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Original Sheet No. 53

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 21 Extension of Company Mains (continue)

2. Installations by the Company or Company's Contractor

If the Applicant or Applicant's authorized agent contracts with the Company for the extension, the following shall apply:

- a. At the Applicant's option, the Company will either lay out the required water main extension on plans furnished by the Applicant or plans and specifications may be prepared by the Applicant's engineer and submitted for Company approval. However, the Company will determine the size, type, route and location of the main. The local fire authority or the Company will determine fire hydrant locations. Company is permitted to charge actual costs to the Applicant for Company designed water main extensions and or review of Applicant designed water main extensions.
- b. The Company shall provide the Applicant with an estimate in the form of a written proposal, which will describe payment alternatives and all other contractual preconditions to the installation, along with a copy of the water main layout.
- c. The proposal will include the costs specified in Paragraph 1 (a) plus the Company's anticipated costs of materials, labor, labor related expenses such as pension and welfare costs, supervision, engineering, inspection fees, insurance, tools, easements, permits, appropriate taxes, and other miscellaneous expenses such as stores expenses, administrative salaries, overhead expenses, transportation expenses, water used for flushing purposes and construction equipment expenses and similar expenses. The Company may at its discretion charge up to 5% for contingencies. The cost contained in the proposal, adjusted for known changes, is based on the Company's estimate of the actual cost of the job.
- d. The estimate included in the proposal of the extension shall be compared to the actual cost of the work done as soon as the work is completed and final cost is ascertained. If the estimate included in the proposal is greater than the completed and final actual cost as ascertained by Company's Accounting Department, the Company shall refund the difference. When the actual cost of the extension exceeds the estimate included in the proposal, then the Company will bill the Applicant for the difference between the estimated cost and the actual cost. Actual cost includes items specified in Paragraph 2(c).

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 21 Extension of Company Mains (continued)

3. Installations by Applicant's Contractors

If the Applicant or the Applicant's authorized agent elects to use an applicant's contractor, who must be approved by the Company, for the main extension, the following shall apply:

- a. At the Applicant's option, the Company will either lay out the required water main extension on plans furnished by the Applicant or plans and specifications may be prepared by the Applicant's engineer and submitted for Company approval. However, the Company will determine the size, type, route and location of the main. The local fire authority or the Company will determine fire hydrant locations. Company is permitted to charge actual costs to the Applicant for Company designed water main extensions and or review of Applicant designed water main extensions.
- b. On request, the Company will provide written specifications and other miscellaneous documents for the proposed extension and a "developer lay" proposal for the installation by an applicant's contractor, along with a copy of the water main layout.
- c. The proposal will include the Company's anticipated costs of materials, labor, inspection fees, and other miscellaneous expenses such as stores expenses, administrative salaries, overhead expenses, transportation expenses, water used for flushing purposes and construction equipment expenses and similar expenses. The Company may at its discretion charge up to 5% for contingencies.
- d. Company will enter into a contract with the Applicant or the Applicant's agent in which Company will agree to accept the installation into Company's distribution system on the terms and conditions stated in the contract.
- e. On-site inspection will be provided by the Company at the Applicant's expense in accordance with the contract.
- f. Company is permitted to charge the Applicant for the amount of water used for flushing purposes at the commodity rate for residential customers.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 21 Extension of Company Mains (continued)

4. Miscellaneous Provisions

- a. Main extensions made under this rule shall be and remain the property of the Company.
- b. The Company reserves the rights to further extend the main and to connect mains on intersecting streets and easements.
- c. The size and type of material of the main extensions made under this rule shall be determined by the Company and sized to meet water service requirements including supply for fire protection. 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.
- d. No interest will be paid by the Company on payments made by the Applicant for the extension.
- e. All main extensions made under this rule must be installed in easements or right-of-way as determined by the Company.
- f. 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 acceptable to the Company must be furnished to the Company without cost to the Company, as described in main extension contract.
- b. Company main extensions shall be determined by the Company and installed to permit Company Service Lines and Customer's Service Lines to be installed in accordance with the Company's installation requirements for water service lines.
- h. In determining the length of main extensions, the main shall be extended to fully cover the frontage of the property, and if the last lot to be served is a corner lot or a lot immediately adjacent to a corner lot, the terminal point of the main extension made hereunder shall be located so that the water main laid hereunder ties in with the existing water main located in the intersecting street; and further provided that if there is no main located in the intersecting street, the terminal point of the main extension made hereunder shall be located at the nearest right-of-way line of the intersecting street. When the Company main extension is installed in an easement on private property or in public right-of-way, within the boundaries of a multi-lot subdivision, the end of each main extension shall be terminated near the farthest property line. The Company reserves the right to modify the length of the main extension when the Company determines, in its sole discretion and judgment that the main cannot be extended further in the future or water quality concerns.
- i. Water main extensions must be installed in accordance with the Company's then current specifications and standards.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 21 Extension of Company Mains (continued)

- j. Fire hydrants on new main extensions must be installed on 8" diameter main or larger.
- k. Fire hydrants and appurtenances shall be paid for by the Applicant.
- l. At the Company's discretion, Company, Company's Contractor or an applicant's contractor in accordance with Company's standards and contractual requirements will make all connections to Company's water mains.
- m. At the Company's discretion, installation of main larger than 12" in diameter will be done by Company's forces, Company's contractor or by applicant's contractor in accordance with the Company's standards and contractual requirements.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis Only)
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

**Rule 22 FAILURE TO OBTAIN METER READING
ST. LOUIS COUNTY OPERATIONS ONLY**

The Company shall attempt to secure an actual reading at least once annually for monthly billed Customers, at least once every 1-1/2 years for quarterly billed Customers not submitting Customer readings, and at least once every two years for quarterly billed Customers submitting Customer meter reads.

If the Company is unable to obtain an actual meter reading, the Customer shall be notified under Provision A or B of this rule and offered the following options:

- (a) Provide access to the meter at the regularly scheduled reading time, which is provided to the Customer, upon request; or
- (b) Return Customer-completed card readings to the Company, by the date specified on the card; or
- (c) Request an appointment reading as described in Rule 23; or
- (d) Contract for and permit the installation of a remote meter reading attachment; or
- (e) Provide a meter box at or near the property line together with approved connections and piping for installations of a meter.

The Company shall notify the Customer that if usage is not reported by the Customer and if the Customer fails, after written request, to grant access to the meter, then service may be discontinued in accordance with Rule 9 and the Commission Code of State Regulations.

- A. If usage is not reported by the Customer, the Company shall notify the Customer by first class mail or personal delivery as follows:
- (1) After three consecutive quarterly or monthly estimated bills without a Customer read, the Company shall send a letter to the Customer advising that bills are based on estimates and the options set out above are available.
 - (2) After five consecutive estimated quarterly bills or six consecutive estimated monthly bills, without a Customer read, the Company shall send a second letter similar to the first reminding the Customer that the Company must get a reading and listing the options above.

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Original Sheet No. 58Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis Only)
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

Rule 22 FAILURE TO OBTAIN METER READING (continued)
ST. LOUIS COUNTY OPERATIONS ONLY

- (3) After six consecutive estimated quarterly bills or twelve consecutive estimated monthly bills without a Customer read, a third letter shall be sent advising the Customer that a reading must be obtained by a specific date to avoid discontinuance in accordance with Rule 23 and listing options (c), (d), and (e) above.
- B. Customers reporting usage shall be notified that the Company must gain access to verify the meter read as follows:
- (1) After seven quarterly billings or eleven monthly billings where the Company is unable to obtain an actual meter reading, a letter shall be sent advising the Customer that the Company is required to read the meter every two years for quarterly billed Customers and annually for monthly billed Customers and offering the options set out in (a), (c), (d), and (e) above.
 - (2) After eight quarterly billings or twelve monthly billings where the Customer has not responded to the options offered in B (1) above, the Company shall send a second letter advising the Customer that a reading must be obtained by a specific date to avoid discontinuance in accordance with Rule 23 and offering options (c), (d), and (e) above.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis Only)
Community, Town or City

**Rules and Regulations Governing Rendering
Of Water Service**

**Rule 23 ACCESS TO CUSTOMER'S PREMISES
(CUSTOMER READINGS AND ESTIMATED BILLS)
ST. LOUIS COUNTY OPERATIONS ONLY**

Authorized personnel of the Company shall have access at all reasonable hours to the premises supplied for the purpose of making necessary examination of the plumbing and fixtures, taking meter readings, changing meters, installing, removing or servicing remote reading attachments, and for any other reasons deemed necessary by the Company. Such access must be provided as specified in this rule to avoid discontinuance of service.

CUSTOMER READINGS: Customers may read the meter and submit card readings or phone in the meter reading if the meter has an odometer type register. These readings must be returned to the Company within the time allotted on the card to be used as a basis for billing. In addition, Customers must permit Company personnel access to obtain an actual meter reading by electing one of the options a, b, c or d below to confirm the Customer meter readings at least once annually for monthly billed Customers, and at least once every two years for quarterly billed customers.

ESTIMATED BILLS: If the Company is unable to obtain an actual meter reading and a Customer read is not submitted to the Company within the time allotted, the Company will estimate the bill in accordance with Rule 22. If no usable (timely received) Customer meter readings are provided to the Company, the Customer must permit Company personnel to obtain a meter reading through provisions a, b, c or d below at least once every year for monthly billed Customers, and at least once every six quarters for quarterly billed Customers.

The Company may discontinue service as provided in this rule if a Customer fails to cooperate with the Company to obtain an actual meter reading by not:

- a. providing access to the meter at the regularly scheduled reading time, as provided to the Customer, or
- b. requesting an appointment reading as hereinafter described, or
- c. contracting for and permitting the installation of a remote meter reading attachment, or
- d. providing a meter box at or near the property line together with approved connections and piping for installation of a meter.

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Original Sheet No. 60

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider

PURPOSE

The purpose of this Economic Development Rider is to encourage industrial and commercial development in the State of Missouri.

GENERAL PROVISIONS

Nothing in this tariff shall be construed to preclude the Commission from exercising any authority it holds under the laws and regulations of the State of Missouri.

AVAILABILITY & APPLICABILITY

Water service under this Rider is only available in conjunction with local, regional, and state governmental economic development activities where incentives have been offered and accepted by a customer who is requesting service, in conjunction with the location of new or expanding facilities, in the Company's service territory.

Water service under this Rider is only available to industrial and commercial Customers whose facilities are not involved in activities consisting of selling or providing goods and services directly to the general public, except for situations where such activities occur in adjacent facilities that are separately metered and billed at the applicable tariff rate or where such activities constitute a de minimus level of the customer's revenue from the service location.

This Rider will only be available if adequate capacity is available to meet the Customer's anticipated additional load throughout the year.

Water service under this Rider is not available in conjunction with service provided pursuant to any other special contract agreements.

This Rider is applicable to new industrial or commercial Customers moving to the Company's service territory from outside the state of Missouri or relocating or expanding from unsuitable facilities within Missouri, or the additional separately-metered facilities of an existing industrial or commercial Customer, that meet the following criteria:

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Original Sheet No. 61

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

1. The annual load factor of the new or additional facilities must reasonably be projected to equal or exceed fifty-five percent (55%) during the entire term of application of this Rider. The projected annual Customer load factor shall be determined using the following relationship: Projected Annual Water Consumption, Expressed as MGD Divided by maximum Summer Monthly Billing Demand, Expressed as MGD.
2. The average annual billing demand of the new or additional facilities must be projected to be at least 0.5% of the total district consumption during each contract year under this Rider.
3. The customer's new or additional facilities must create new permanent jobs within the facilities qualifying for this Rider. The number of jobs created must be 0.1% of the total population of the district's service territory, except that any location providing at least 50 jobs qualifies under this paragraph.

Requests for service under this Rider must be submitted prior to the Customer having committed to moving into or expanding with the Company's service territory and shall be accompanied by sufficiently detailed information to enable the Company to determine whether the new or additional facilities meet the above criteria.

Service under the General Incentive Provision of this Rider shall be evidenced by a contract between the customer and the Company in the general form as that contained in the following sheets, which shall be filed within ten days of execution with the Public Service Commission for information purposes.

The qualifying Customer must notify the Company in writing of the date of which the Customer would like the provisions of this Rider to commence. Such commencement date must be within twelve (12) months of the execution of the contract.

GENERAL INCENTIVE PROVISIONS

Amount of Discount:

Subject to provisions below, the discount during the first contract year shall be 30 percent; during the second contract year, 25 percent; during the third contract year, 20 percent; during the fourth contract year, 15 percent; and during the fifth contract year 10 percent. After the end of the fifth contract year, no other discount pursuant to this Rider shall be applied to the customer's bill and the applicability of this Rider and its associated contract to the particular facilities shall cease.

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P.S.C MO NO. 9

Original Sheet No. 62

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

Calculation

At the conclusion of the first contract year (i.e., 12 fully monthly billing period after the effective date of the contract), the Company shall review the Customer's annual load factor and calculate an average monthly billing demand. If the Customer has demonstrated at least a 55 percent annual load factor and at least an annual consumption level of 0.5% of total consumption for the district, then a bill credit shall be issued to apply the 30 percent discount for the first contract year, as set out below.

The same review shall be made at the end of each succeeding year during the five-year period and the applicable discount amount applied as a credit for that year if the criteria were met. If the Customer fails to meet the criteria for a particular year, the Customer will not receive the applicable discount for that year, but the contract shall remain in effect and the Customer shall remain eligible for the discounts that would be applicable during the remainder of the five-year period. If the Customer fails to meet the criteria in both the first and the second year, or in any two successive years during the five-year period, service to the Customer under this Rider shall terminate and the contract for service under the Rider shall be void.

Application of the Discount

Since the discount is to be calculated at the end of the year after determination that all criteria have been met, the Customer will have been billed for the otherwise applicable rate schedule and been charged for the appropriate taxes (e.g., sales and other gross receipts or franchise taxes). To afford the Customer the full benefit of the discount (e.g., 30 percent for the first year) to the amount the customer paid for water service pursuant to the otherwise applicable rate schedule for the previous twelve billing periods, not including taxes, the discount will be given to the Customer by that amount being applied as a credit on the next bill, prior to the calculation of taxes. No discount will be applied to items on the bill that are otherwise required to be charged to a customer by statute or rule of the Commission (e.g., the Missouri Primary Fee).

Revenue Determination

The pre-tax revenues under this Rider shall be determined by reducing otherwise applicable charges associated with the rate schedules. The discount, where applicable, will be determined based on service rendered to Customer during the Company's designated and applicable billing periods of each contract year and shall be as follows:

	<u>Discount</u>
First Contract Year	30%
Second Contract Year	25%
Third Contract Year	20%
Fourth Contract Year	15%
Fifth Contract Year	10%

After the conclusion of the fifth contract year, these discounts shall cease. All other billing, operational and related provisions of the aforementioned shall remain in effect.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

ALTERNATIVE INCENTIVE PROVISIONS

In the event the General Provisions are not sufficient and a qualifying Customer can demonstrate a viable competitive alternative in another geographical area, which is critical to the Customer's decision to locate new or expanding facilities in the Company's service territory, and the qualifying Customer can demonstrate that net benefits will accrue to the State of Missouri by locating or expanding its facilities in the Company's service territory, the Company and the Customer may enter into a Special Service Contract that will provide for a competitive rate in lieu of the rate discounts provided for in the General Incentive Provisions.

A Competitive rate provided for in a Special Service Contract entered into under these Alternative Incentive Provisions: (1) shall not exceed the Maximum Rate set forth below; (2) shall not be less than the Minimum Rate set forth below; and (3) shall be subject to an Escalation Clause as set forth below (so long as the contract rate does not exceed the Maximum Rate).

Maximum Rate: The Maximum Rate for water usage shall be the charges specified in the Company's Rate Schedule that would otherwise apply to the qualifying Customer absent this Rider.

Minimum Rate: The Minimum Rate for water usage shall be sufficient to recover: (1) the Variable Production Cost of Water; and (2) a reasonable contribution towards all other costs associated with the provision of service for the life of the contract. For the purposes of these provisions, the Variable Production Cost of Water shall be the variable costs the Company incurs to produce additional treated water, including, but not limited to, expenses for electric power, chemicals, purchased water and water disposal. (Regardless of the rate paid by the Customer pursuant to this Rider, the Customer shall also be responsible for: (1) the monthly Customer charge applicable to the class of customer being served; (2) the public fire protection service charge applicable to the class of Customer being served, if any; (3) all applicable taxes, if any; and (4) any other appropriate fees or charges lawfully charged to the Customer.)

Escalation Clause: The rate set forth in the Special Service Contract shall be subject to an Escalation Clause, during the original and any renewal terms of the Special Service Contract, based upon changes in published price indices and/or changes in the Company's cost of service.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

Continued Eligibility for Contract Rate

At the conclusion of each contract year (a period encompassing twelve full monthly billing periods after the Customer begins taking service under the contract), the Company shall calculate the Customer's annual load factor and average monthly billing demand to determine whether the Customer has demonstrated at least a 55 percent annual load factor and at least an annual consumption level of 0.5% of total consumption for the district. If the Customer fails to meet these criteria in both the first and the second year, or in any two successive years during the term of the contract, the rate provided for the Special Service Contract shall no longer be available to the Customer and the applicability of this Rider to the Customer shall be considered a nullity. During the period in which an eligible Customer performs initial construction on production/commercial facilities in order to begin operations, the Continued Eligibility provisions as hereinabove stated shall not apply until such time as a Customer actually begins production/operation in the new facility. The Customer is required to inform the Company as to the date when actual production/operation in the new facility begins.

Contract Provisions

Review of the Contract Rate: If the Special Service Contract is for a period of ten or more years, the contract shall contain a provision acknowledging that: (1) the Commission's Staff and the Office of the Public Counsel have the right to request a Commission review of the continued appropriateness of the alternative rate set forth in the contract after the initial five years of the contract, with the purpose of such review being to determine whether the alternative rate continues to be in the best interest of all Customers in the Company's service territory; (2) the Commission, acting on its own volition, may also open an inquiry in this regard; (3) if, upon such review(s), the Commission finds that the contract, as implemented, no longer serves the public interest, it may allow the Company to continue providing service under the contract after adjusting rate conditions to restore the interests of the Company's other customers in the service territory, or it may direct the Company to terminate the contract; and (4) the results of any review(s) conducted under these provisions shall be implemented in a general rate proceeding.

Capital Investment Considerations: If the Company will incur additional capital costs to initiate service to a qualifying Customer under these Alternative incentive Provisions, the Special Service Contract shall include provisions whereby such costs will be recouped over the life of the contract through a capital improvement charge that will be in addition to the alternative rate set fourth in the contract. In recognition of the possibility that the Customer may not remain a Customer of the Company for the full term of the contract, the contract shall also contain provisions whereby the Customer will pay the Company the balance of any remaining capital costs that would have otherwise been collected under the capital improvement charge, if the Customer ceases to take service from the Company prior to the end of the contract.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

In recognition of the possibility that the Company may incur additional capital costs in the future to continue to serve a qualify Customer under these Alternative Incentive Provisions, the Special Service Contract shall include, or be amended to include, provisions whereby such costs will be recouped over the remaining life of the contract through the addition of a capital improvement charge that will be in addition to the alternative rate set forth in the contract. In recognition of the possibility that the Customer may not remain a Customer of the Company for the full term of the contract, the contract shall also contain provisions whereby the Customer will pay the Company the balance of any remaining capital costs that would have otherwise been collected under the capital improvement charge, if the Customer ceases to take service from the Company prior to the end of the contract.

As an alternative to the above-referenced capital improvement charges, the Customer may elect to reimburse the Company for the amount of any additional capital costs incurred by the Company to initiate or continue service to the Customer through the payment of a contribution-in-aid-of-construction equal to the additional capital costs.

Contract Approval

Before a Special Service Contract, or subsequent amendments thereto, entered into under these Alternative Incentive Provisions can go into effect, the contract must be filed with and approved by the Commission. The filing of a Special Service Contract, or subsequent amendments thereto, with the Commission will include the following information:

1. A complete copy of the contract along with all attachments and related agreements.
2. Customer Needs: A narrative description of the reasons why the General Incentive Provisions of this Rider are not sufficient for the Special Service Contract Customer. This description shall include the competitive alternatives available to the Customer. In addition, this description shall include the consequences if the Special Service Contract is not approved. All information that the Company relies upon in support of the contract, including an affidavit from the Customer attesting that the General Incentive Provisions are not sufficient, shall be included. All significant assumptions that affect this description, and the source/basis of those assumptions, shall be identified.
3. Customer Alternatives: An estimate of the cost to the Special Service Contract Customer for each competitive alternative available to the customer. This estimate shall be for the time frame of the Special Service Contract, or by each year for multi-year contracts. All information that the Company relies upon to establish that the alternative contract rate is necessary, including an affidavit from the Customer attesting that the Customer has a bona fide competitive rate alternative to demonstrate that it is eligible for the alternative contract rate under these Alternative Rate Provisions, shall be included. All significant assumptions that affect the required statement or quantifications, and the source/basis of those assumptions shall be indentified.

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Missouri-American Water Company
Name of Issuing Corporation

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Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

4. Potential Benefits and Detriments to Other Ratepayers: A quantification as to the benefits that will accrue to other ratepayers and the State of Missouri as a result of the Special Service Contract. Such quantification shall include a statement setting forth the "level of contribution toward all other costs associated with the provision of service" the Customer will be required to pay under the contract, along with an analysis and all information demonstrating the reasonableness of that contribution level. The filing shall also include a statement setting forth the reasons relied upon to establish that the contract will not be detrimental to the interests of the State of Missouri or its other Customers in the service territory. All significant assumptions that affect the required statements or quantifications, and the source/basis of those assumptions, shall be identified.
5. Variable and Assignable Costs: The Company shall quantify the variable production cost of water that it will incur as a result of the Special Service Contract. The Company shall also identify and quantify the embedded and replacement value of all facilities that are attributable to serving the Customer. This quantification shall be for the time frame of the contract, or by each year for multi-year contracts. All significant assumptions that affect the required quantifications, and the source/basis of those assumptions, shall be identified.
6. Change in Revenues: The Company shall quantify the change in annual revenues resulting from the Special Service Contract as the difference between the revenues that would be recovered from the general availability tariff and the revenues that would be recovered from the pricing provisions in the contract. All significant assumptions that affect this quantification, and the source/basis of those assumptions, shall be identified.
7. Other Economic Benefits to the Area: A Quantification as to the economic benefits to the state, the affected metropolitan area(s) and/or the affected local area(s) projected to be realized as a result of the Special Service Contract. All significant assumptions that affect this quantification, and the source/basis of those assumptions, shall be identified.
8. Documentation: The Company shall provide references to each internal policy, procedure and practice that it has developed and used in its negotiation of the Special Service Contract, and shall make available copies of said policies, procedures and practices.

* Indicates new rate or text

+ Indicates change

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ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 67

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

Form of Contract for General Incentive Provisions

This Agreement is entered into as of this _____ day of _____, _____, by and between Missouri-American Water Company and _____ (Customer).

WITNESSETH:

Whereas, Company has on file with the Public Service Commission of the State of Missouri (Commission) a tariff providing for an economic Development Rider (Rider), and;

Whereas, Customer is a new customer, or has acquired additional separately metered facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and;

Whereas, Customer wishes to take water service from the Company, and the Company agrees to furnish water service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company;

Now, therefore, the Company and Customer agree as follows:

1. Service to the Customer's Facilities shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations Apply to Water Service, as may be in effect from time to time and approved by the Commission.
2. Customer acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law, so long as the successor continues to meet the criteria of the Rider.
3. Customer will furnish additional information as requested by the Company to assure the continued eligibility for service under the Rider.

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 68

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Economic Development Rider
(continued)

- 4. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMO 1986, as amended from time to time. Should the customer designate any of such information proprietary or confidential, Company shall notify customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.
- 5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of law provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any right jurisdiction, power or authority vested in it by law.

In witness hereof, the parties have signed this Agreement as of the date first above written.

Missouri-American Water Company

Customer

By: _____

By: _____

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 69

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Taxable Advances or Contributions in Aid of Construction

Effective June 12, 1996, the Company shall not accept into its system any taxable Advances or Contributions in Aid of Construction, whether in cash or property (except amounts paid for remote meter reading service), unless accompanied by an amount equal to the Tax Impact of such acceptance as defined as follows:

$$\text{Tax Impact (TI)} = \frac{1 - PV}{1 - T} - 1 \times C$$

Where PV = Present Value of tax savings from tax depreciation as follows:

$$PV = \frac{CF_1}{(1 + R)^1} + \frac{CF_2}{(1 + R)^2} + \dots + \frac{CF_n}{(1 + R)^n}$$

CF_j = Annual cash flow per \$1 of "C" for year j from tax savings due to depreciation on "C" as defined below calculated based on:

- (a) Company's projected tax depreciation life and method in effect for the year in which Taxes on "C" will be incurred with "n" equal to the tax life in years, and
- (b) Company's projected, combined, marginal, statutory income tax rate for each year in which the tax savings will be realized, including state and federal income taxes.

R = Company's most recently allowed Rate of Return on original cost rate base.

T = Company's projected, combined, marginal, statutory income tax rate for the year in which the taxes will be Incurred, including state and federal income taxes. Calculated as follows:

$$T = F + S$$

$$F = \text{Marginal Statutory Federal Rate} \times (1 - S)$$

$$S = \text{Marginal Statutory State Rate} \times (1 - F)$$

C = Amount of cash advance or fair market value of Advance or Contribution in Aid of Construction, or in the case of refunds un Rule 18, all excluding the tax impact.

The foregoing Tax Impact shall be added to all costs charged to an applicant for all service installations under Rule 3.

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