

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: November 19, 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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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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DEFINITIONS
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- 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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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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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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DEFINITIONS
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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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DEFINITIONS
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- 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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DEFINITIONS
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- 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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**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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727 Craig Road, St. Louis, MO 63141

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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**Rules and Regulations Governing Rendering
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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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**Rules and Regulations Governing Rendering
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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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**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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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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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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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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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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**Rules and Regulations Governing Rendering
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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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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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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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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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**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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**Rules and Regulations Governing Rendering
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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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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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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
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**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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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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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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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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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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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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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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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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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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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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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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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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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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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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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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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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**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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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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**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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**Rules and Regulations Governing Rendering
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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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**Rules and Regulations Governing Rendering
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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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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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**Rules and Regulations Governing Rendering
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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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**Rules and Regulations Governing Rendering
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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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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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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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**Rules and Regulations Governing Rendering
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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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**Rules and Regulations Governing Rendering
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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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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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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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727 Craig Road, St. Louis, MO 63141

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

Economic Development Rider
(continued)

- I. 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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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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(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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(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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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 identified.

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(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.

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Missouri-American Water Company
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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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Missouri-American Water Company
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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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Missouri-American Water Company
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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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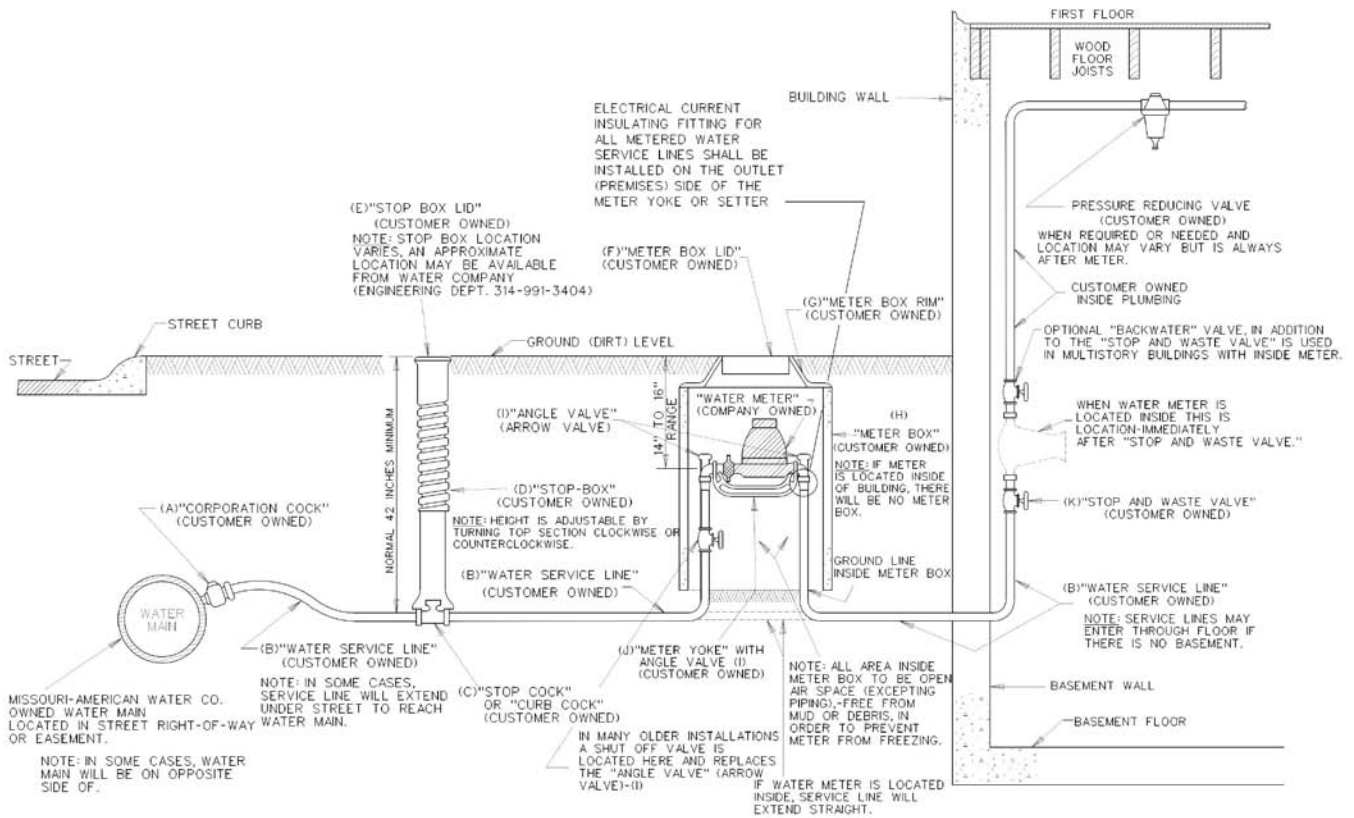
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

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**TYPICAL CROSS-SECTION – DOMESTIC WATER SERVICE LINE
 (RESIDENTIAL OR COMMERCIAL PREMISES)**



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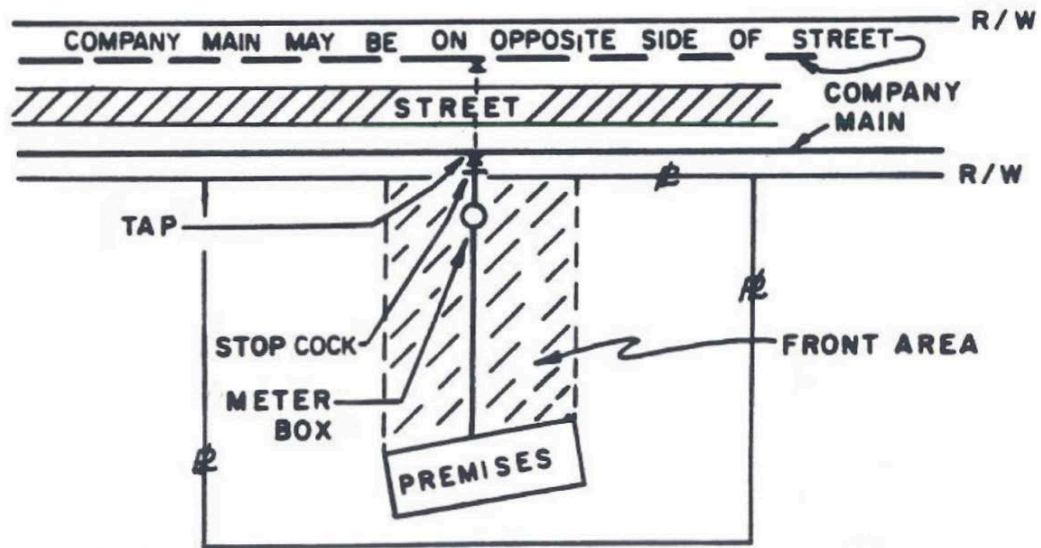
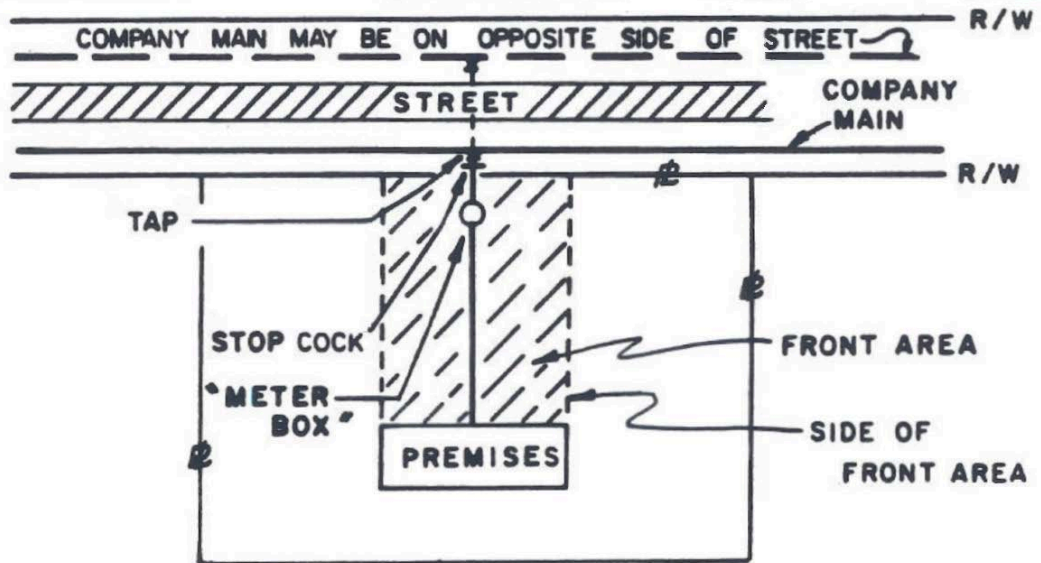
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

INSTALLATION REQUIREMENT FOR WATER SERVICE LINE – COMPANY MAIN
PARALLEL TO STREET – PARALLEL TO FACE OF PREMISES



* Indicates new rate or text

+ Indicates change

DATE OF ISSUE: November 19, 2009

DATE OF EFFECTIVE: December 19, 2009

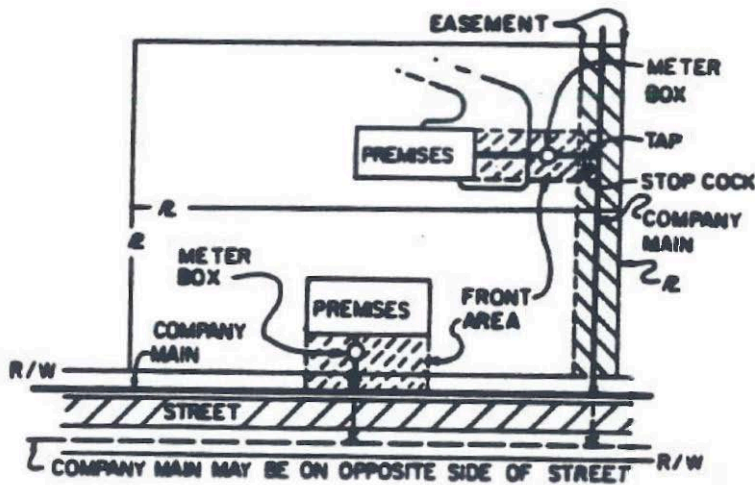
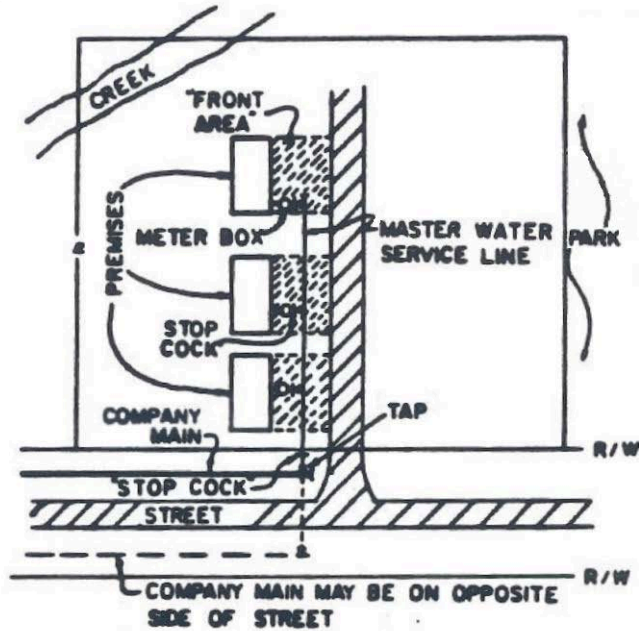
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

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Community, Town or City

INSTALLATION REQUIREMENT FOR WATER SERVICE LINE – COMPANY MAIN
PARALLEL TO STREET – PARALLEL TO FACE OF PREMISES



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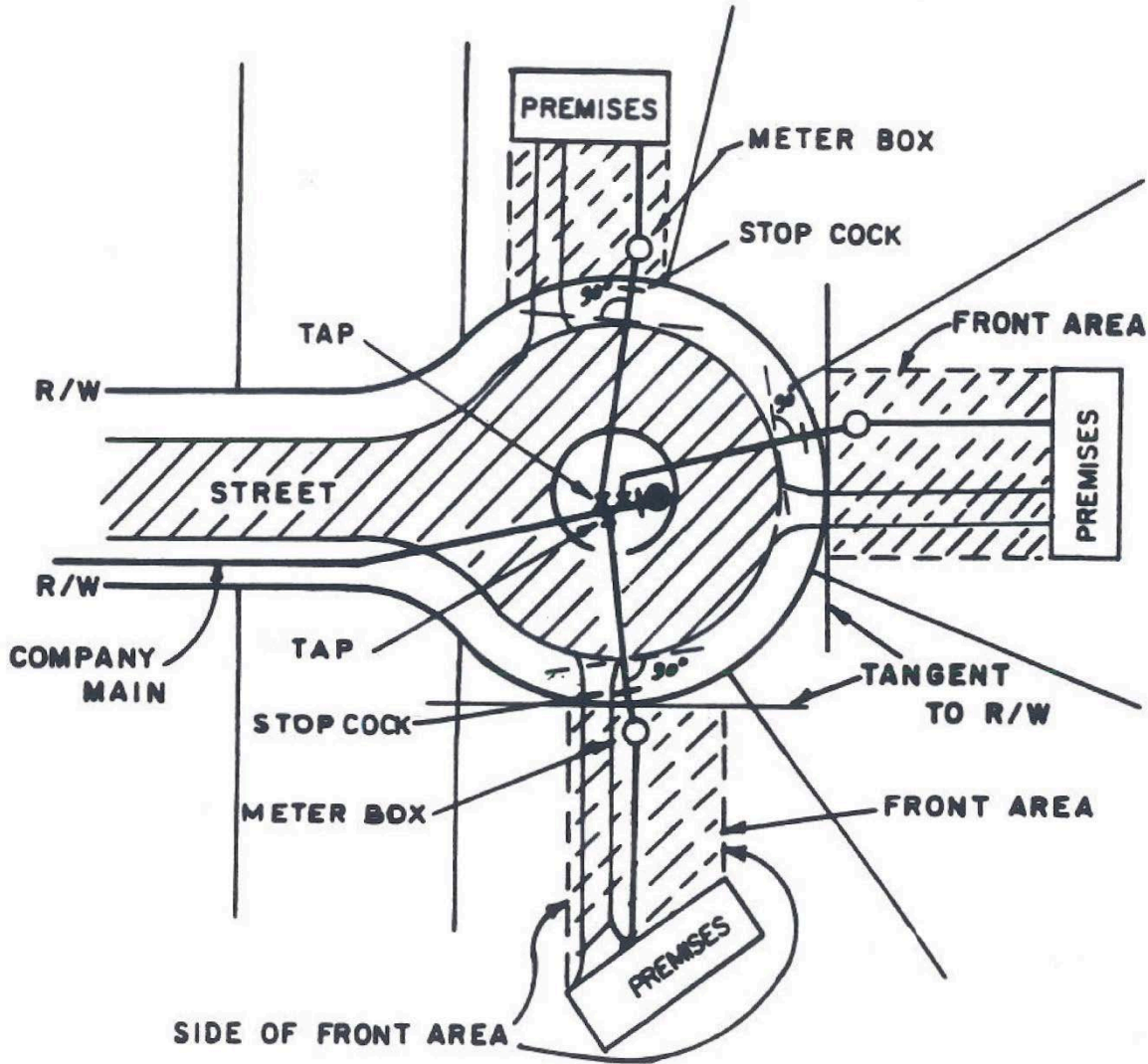
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
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For

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INSTALLATION REQUIREMENTS FOR WATER SERVICE LINE – COMPANY MAIN NOT PARALLEL TO FACE OF PREMISES



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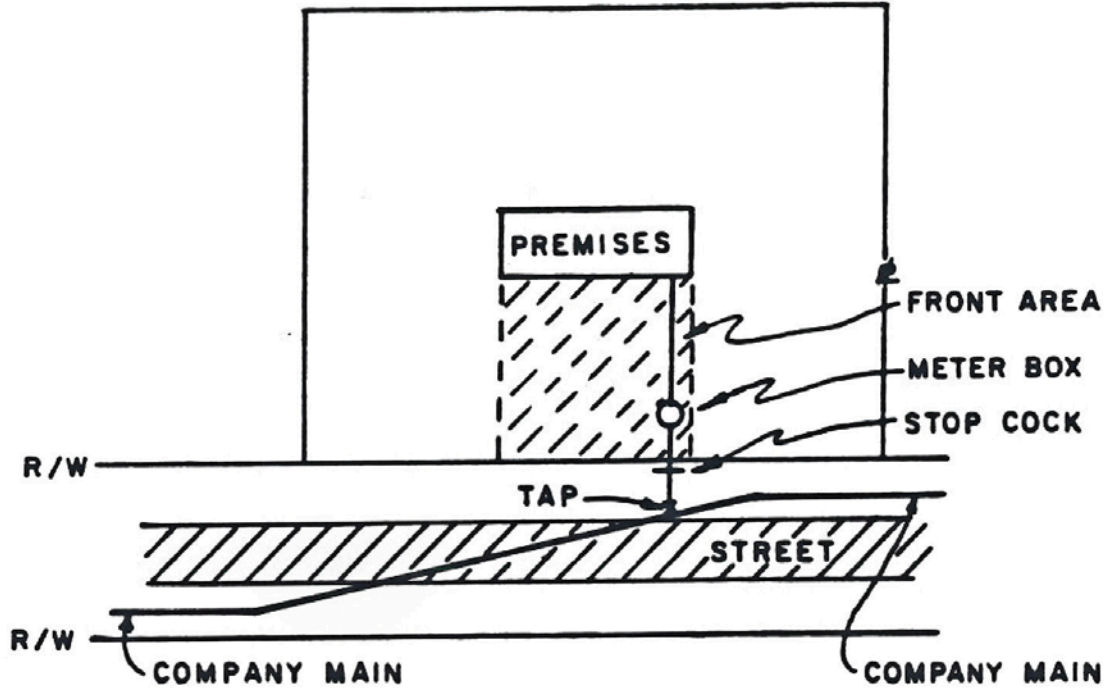
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
Name of Issuing Corporation

For

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Community, Town or City

INSTALLATION REQUIREMENTS FOR WATER SERVICE LINE – COMPANY MAIN NOT PARALLEL TO STREET – NOT PARALLEL TO FACE OF PREMISES



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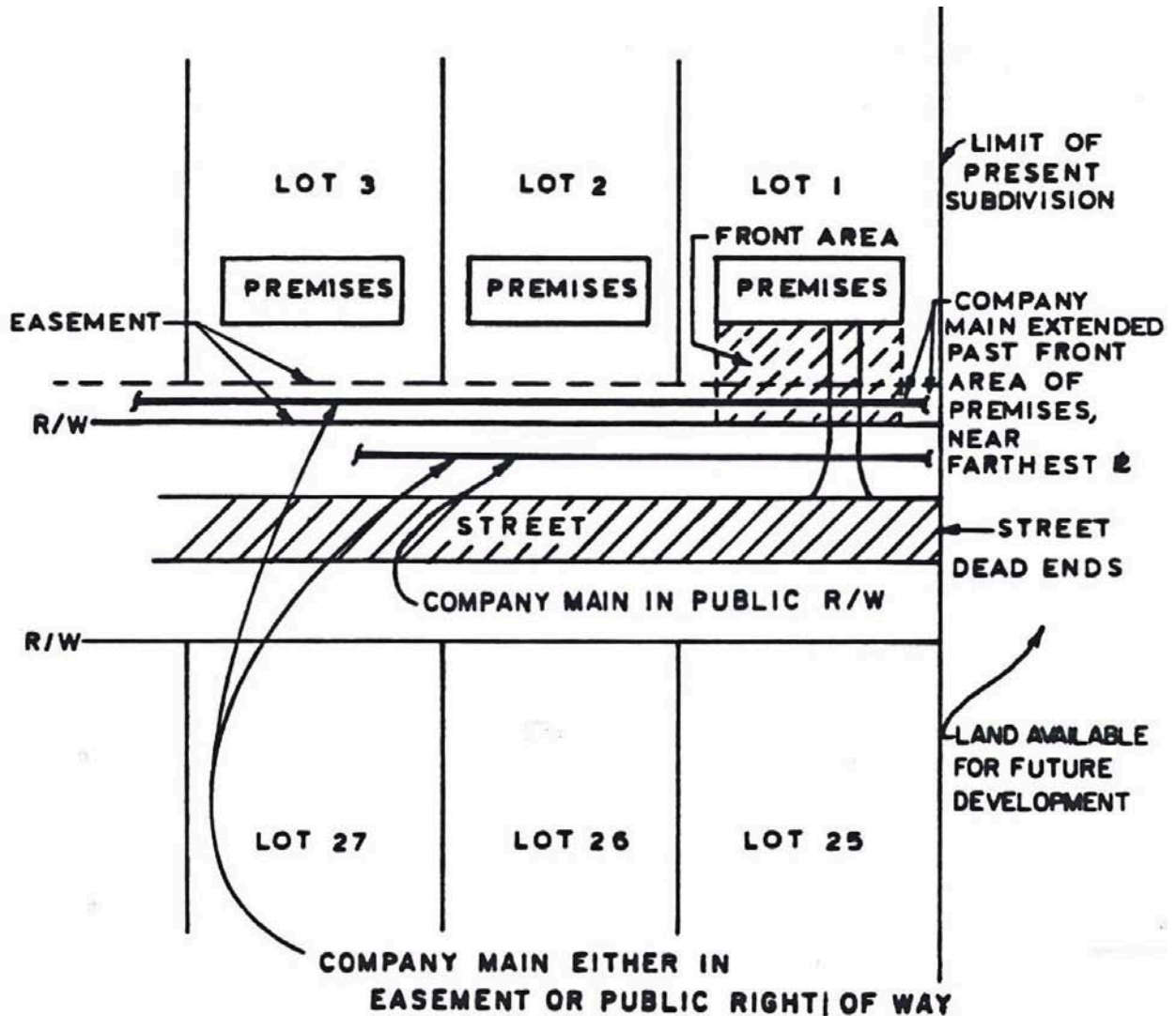
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
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Community, Town or City

**MAIN EXTENSION TERMINATION
NEW STREETS (EASEMENTS) – MULTI-LOT RESIDENTIAL SUBDIVISION – LAST LOT**



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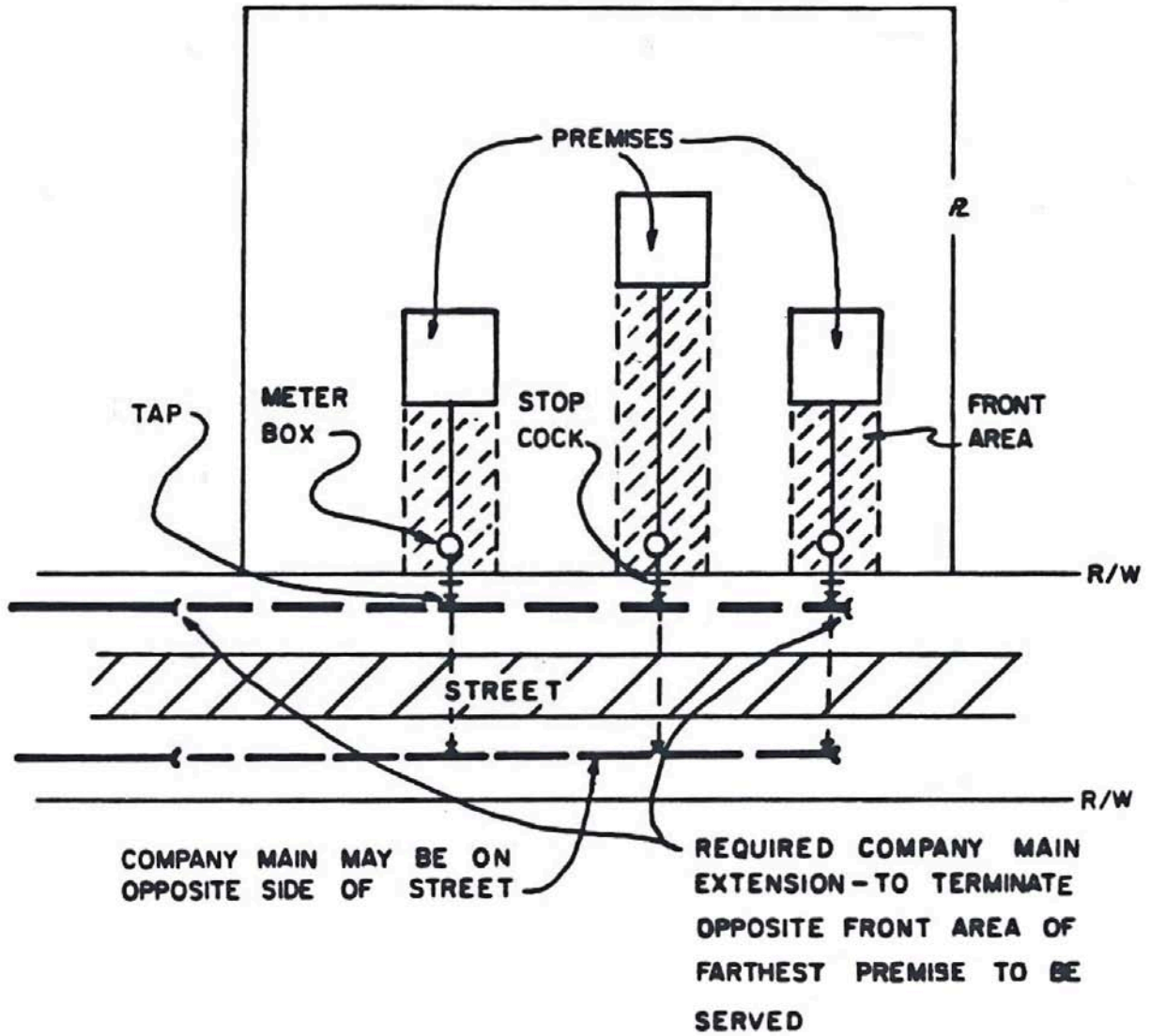
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Missouri-American Water Company
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Community, Town or City

**MAIN EXTENSION TERMINATION
EXISTING STREET (EASEMENT) – WATER SERVICE LINE TO INDIVIDUAL PREMISES**



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DATE OF ISSUE: November 19, 2009

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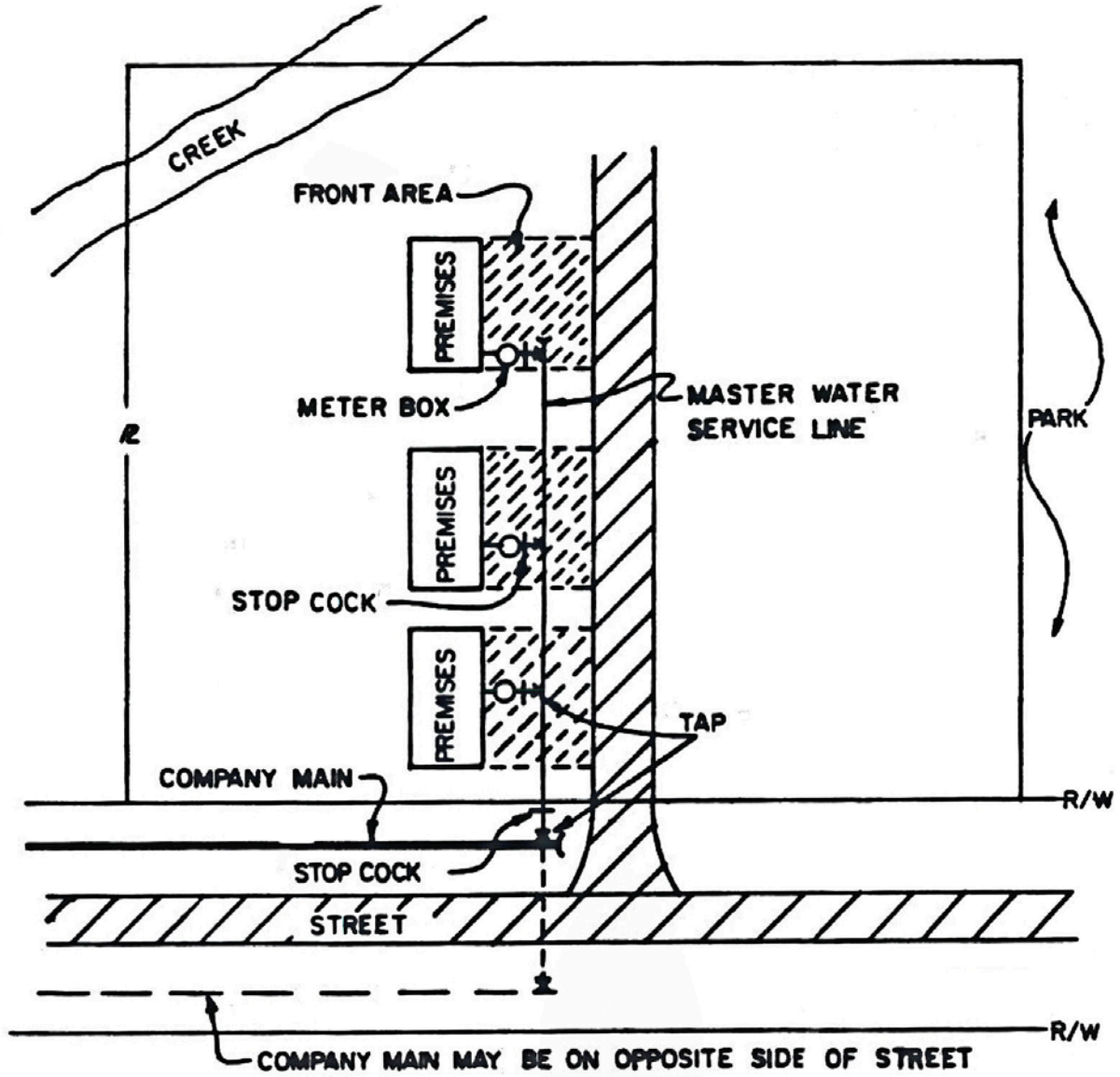
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Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

INSTALLATION REQUIREMENT – MASTER WATER SERVICE LINE



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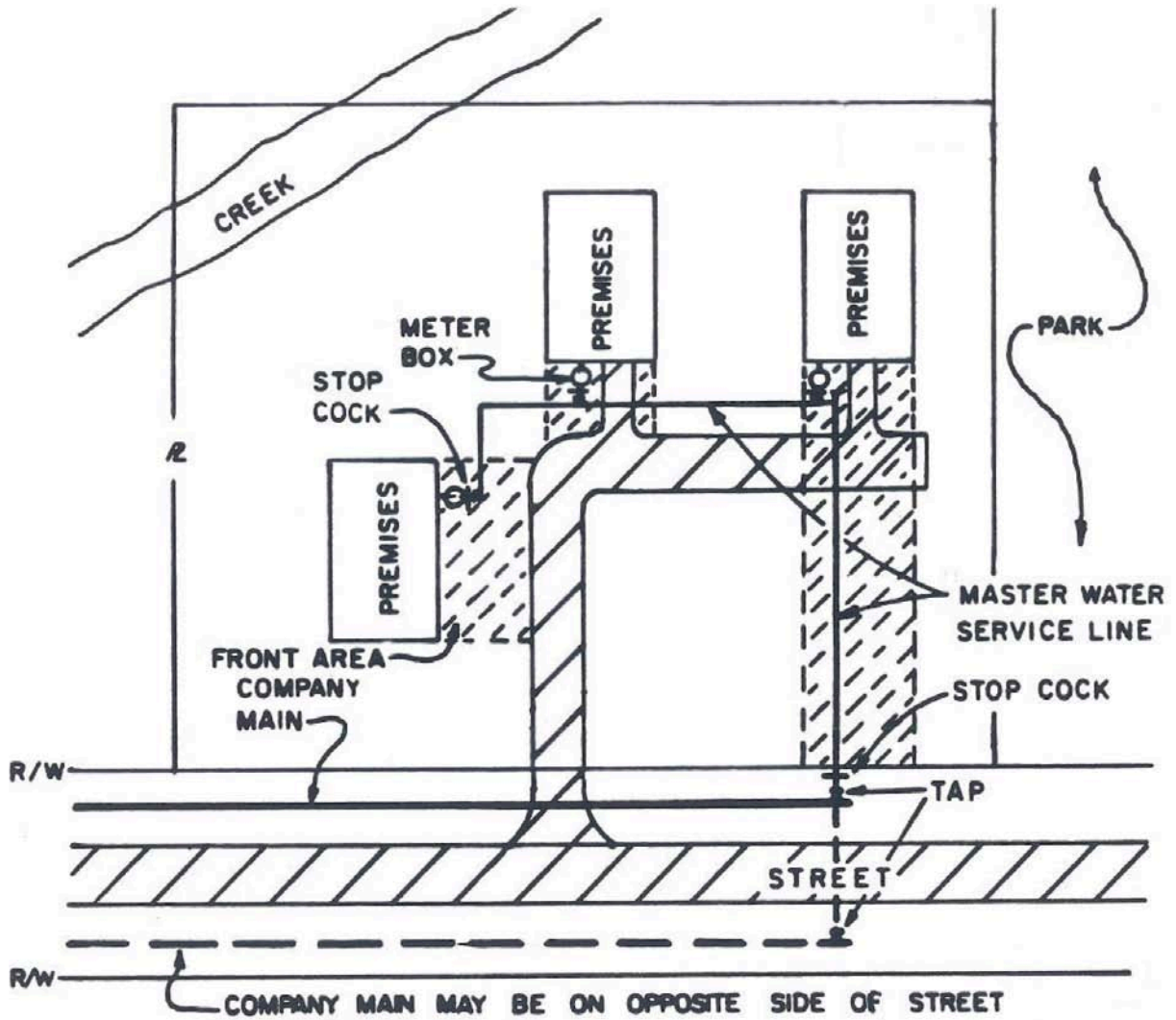
ISSUED BY: Frank Kartmann, President
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INSTALLATION REQUIREMENT - MASTER WATER SERVICE LINE



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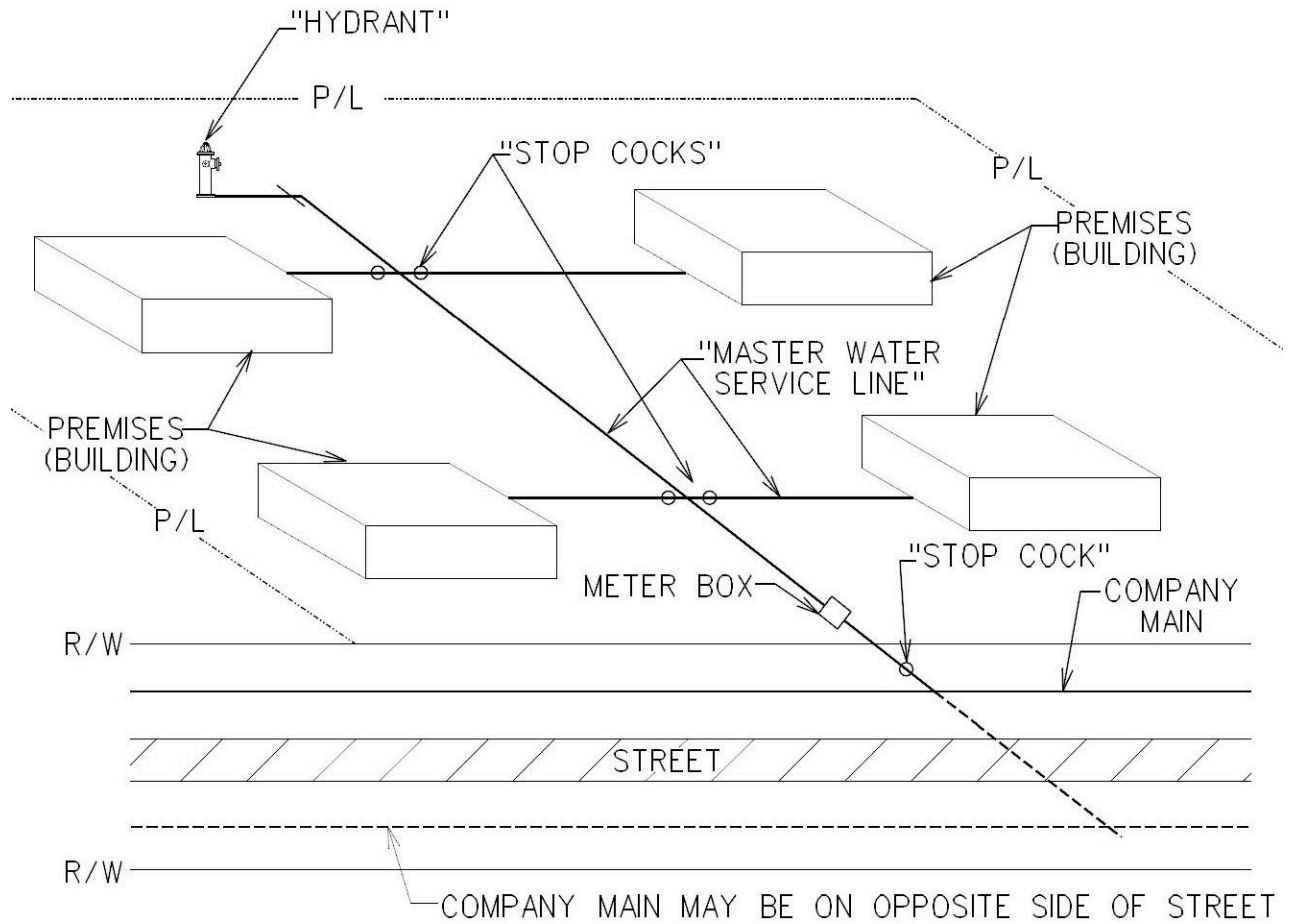
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

**INSTALLATION REQUIREMENTS – MASTER WATER SERVICE LINE
COMMERCIAL OR MUTLI-FAMILY RESIDENTIAL – SINGLE OR MUTLI-STORY BUILDINGS
SERVED BY A METER(S)**



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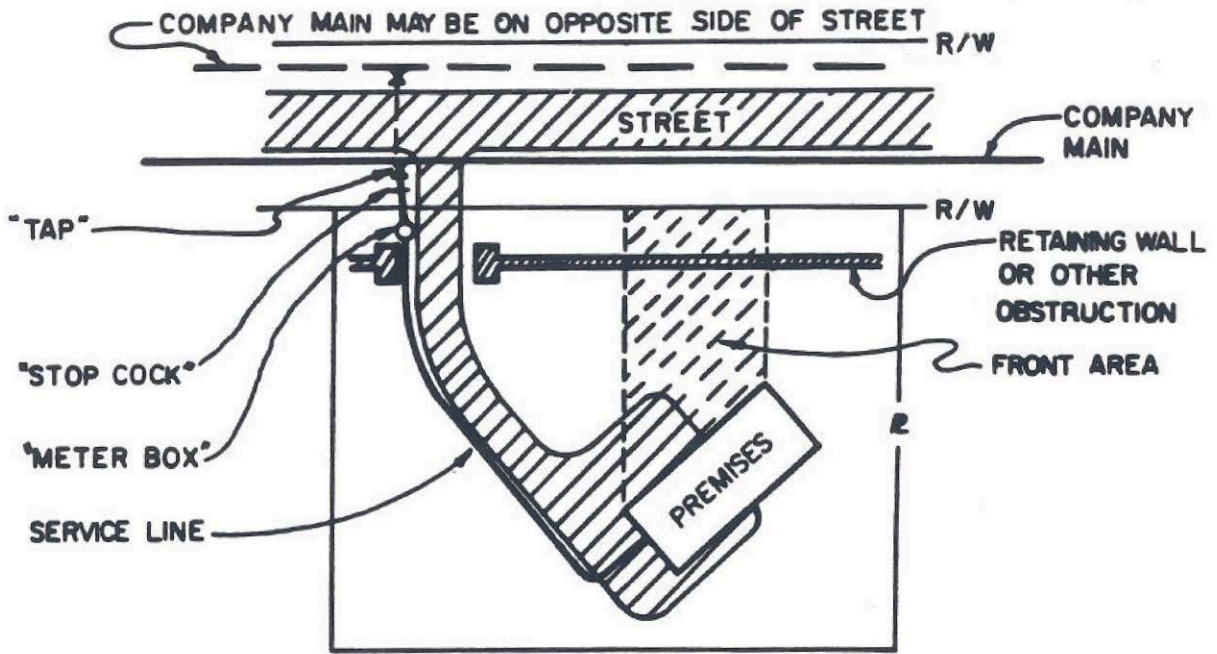
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

**ALTERNATE INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE –
RESIDENTIAL SINGLE-FAMILY DWELLING**



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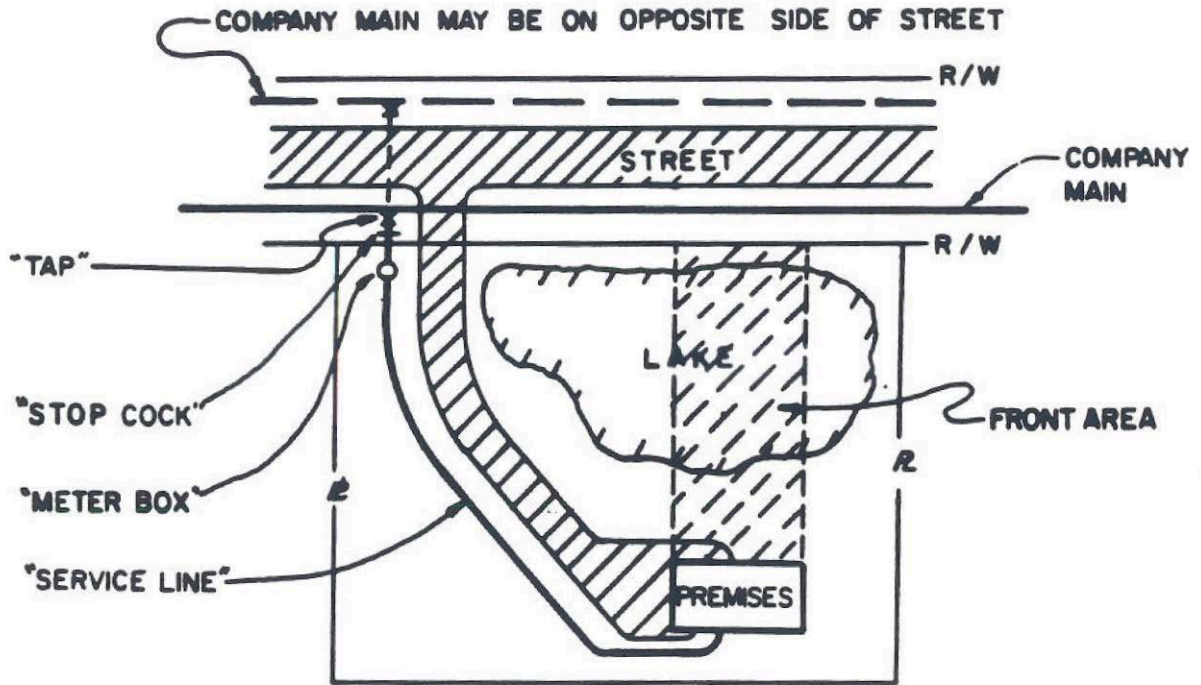
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
Name of Issuing Corporation

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Community, Town or City

**ALTERNATE INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE –
RESIDENTIAL SINGLE-FAMILY DWELLING**



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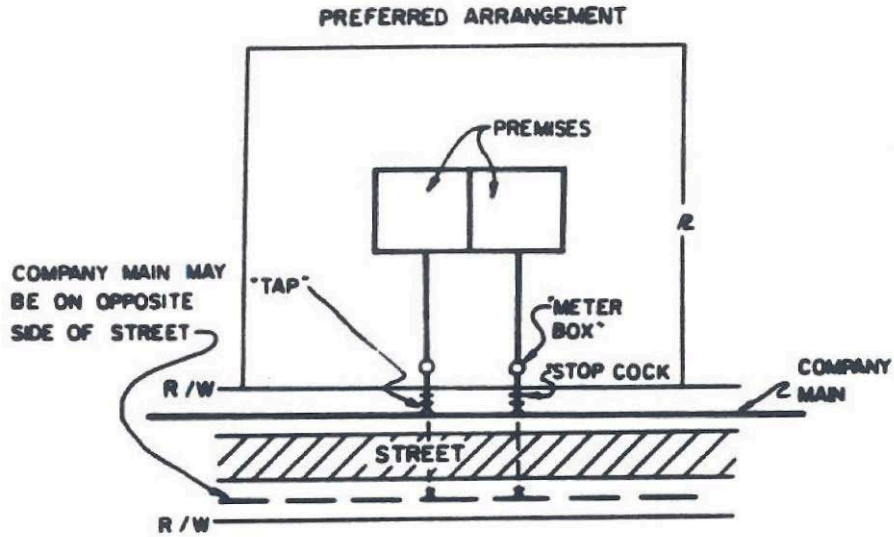
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
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For

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Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE
RESIDENTIAL - DUPLEX – HALVES OWNED OR RENTED**



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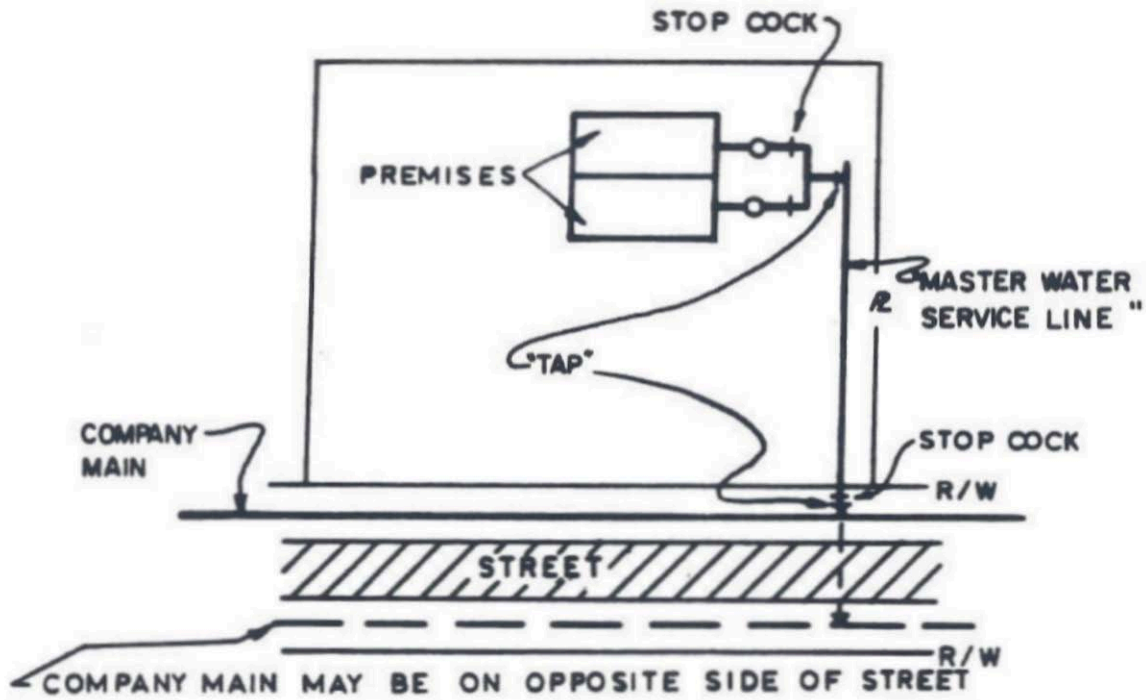
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
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Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE
RESIDENTIAL DUPLEX – HALVES OWNED OR RENTED**



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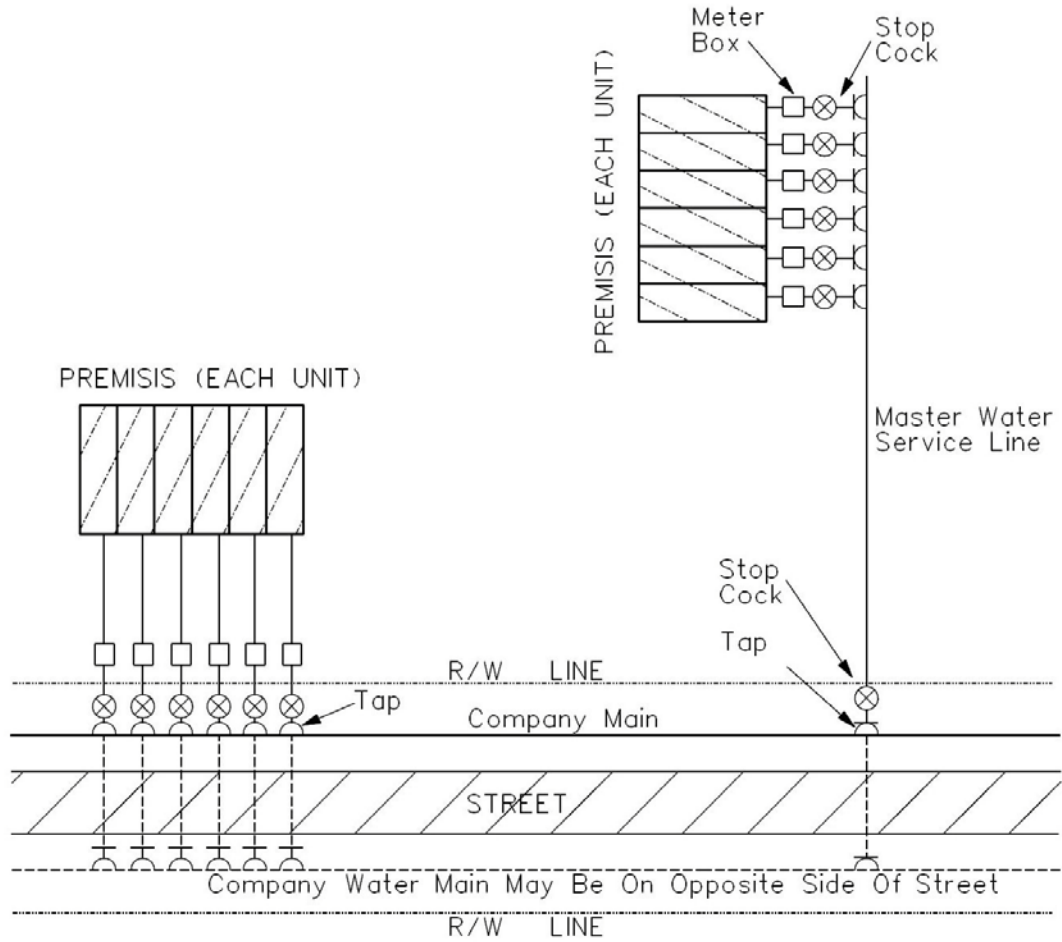
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE – RESIDENTIAL
MULTI-FAMILY; MULTI-LEVEL BUILDINGS; LIVING QUARTER SEPARATELY OWNED**



NOTE: If responsibility for payment of water service rests with a single entity, such as a condominium association, then water service to each building could be through one meter.

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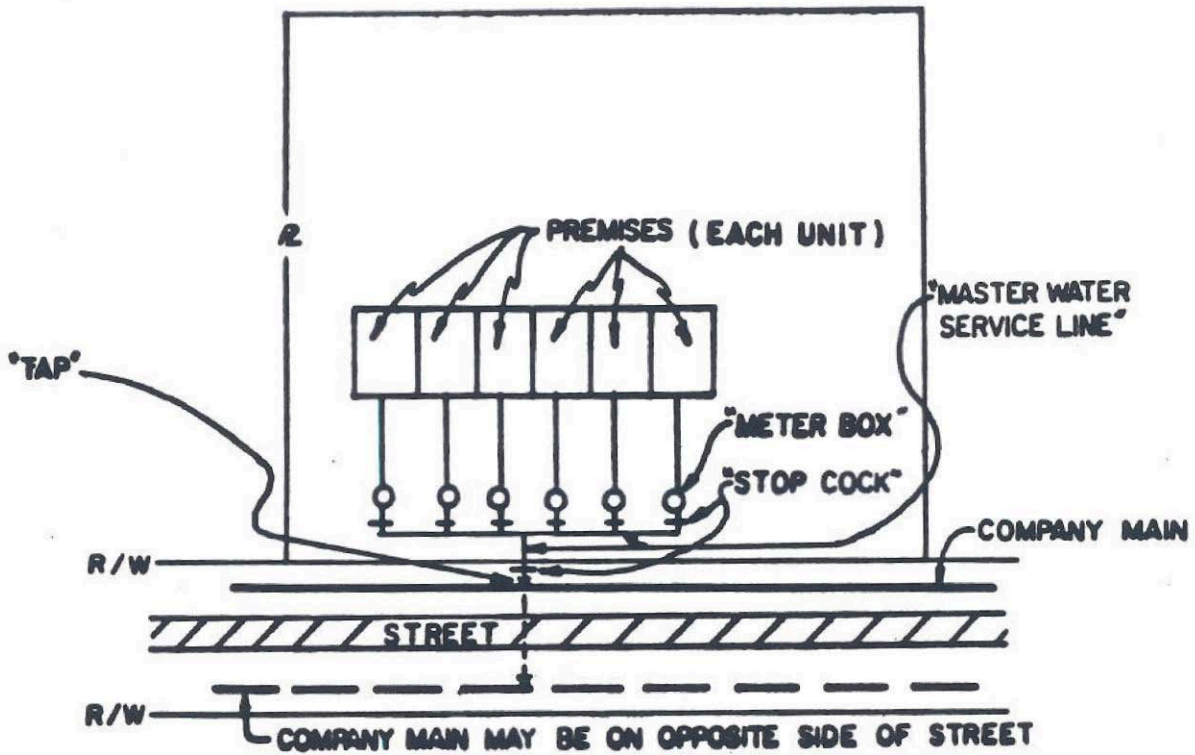
Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE – RESIDENTIAL
MULTI-FAMILY; MULTI-LEVEL BUILDINGS – LIVING QUARTERS SEPARATELY OWNED**

**ALTERNATE ARRANGEMENT
(IF PROBLEM MAKING MULTIPLE TAPS)**



Note: If responsibility for payment of water service rests with a single entity, such as a condominium association, then water service to each building could be through one meter.

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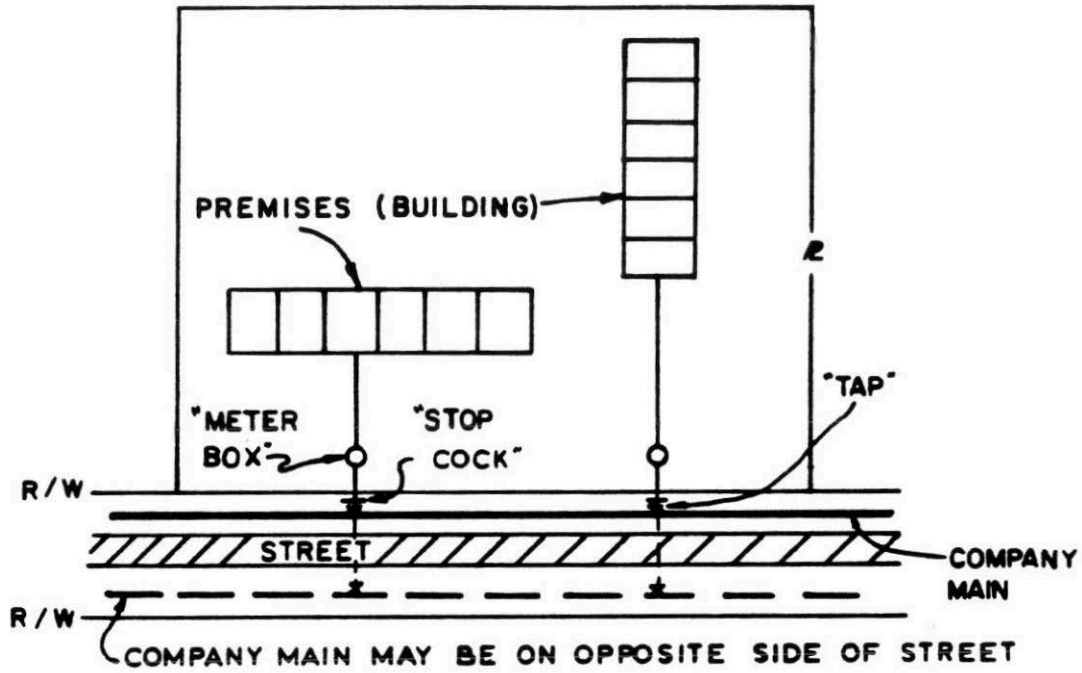
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

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Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE – RESIDENTIAL
MULTI-FAMILY; MULTI-LEVEL BUILDINGS – LIVING QUARTERS RENTED**



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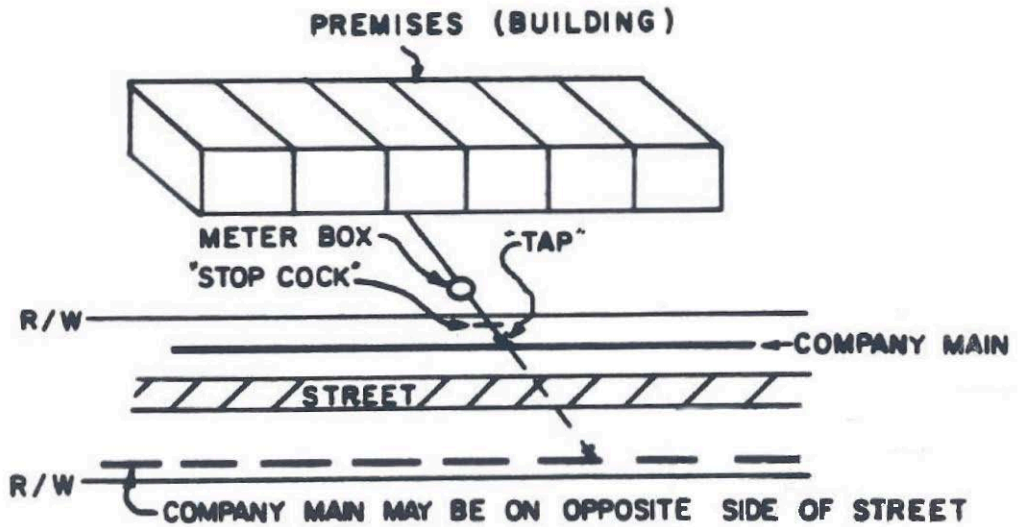
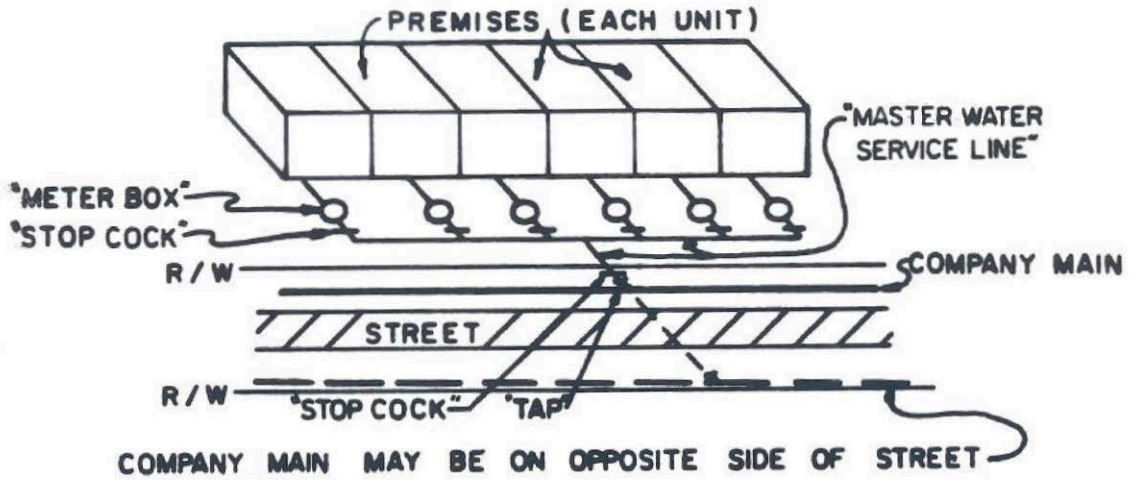
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
Name of Issuing Corporation

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**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE
COMMERCIAL – SINGLE STORY**



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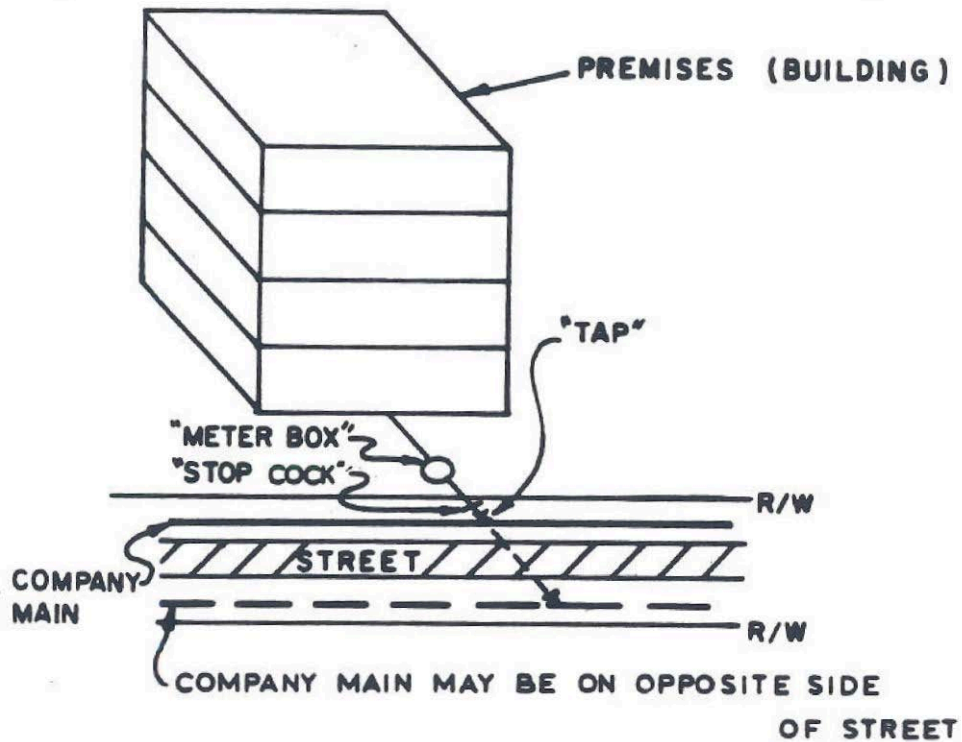
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
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For

Missouri Service Area
Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE
COMMERCIAL – MULTI-STORY BUILDING**



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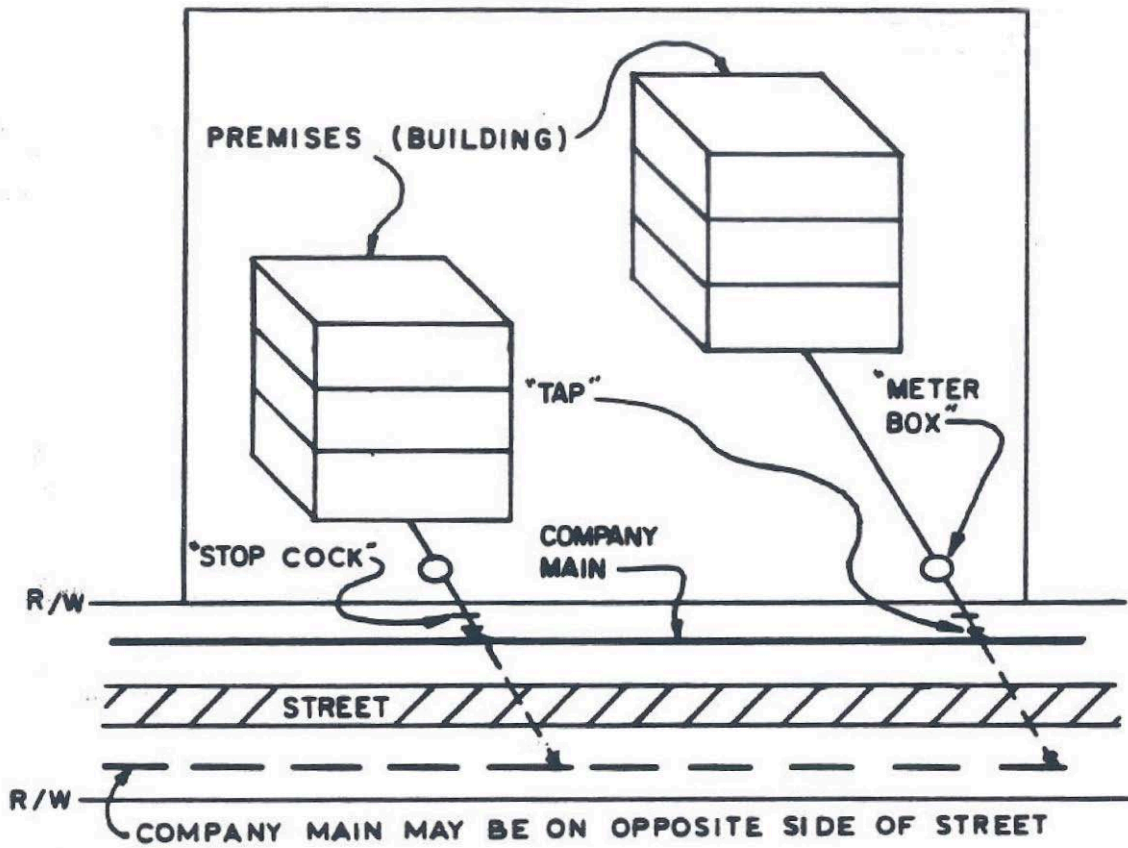
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE
COMMERCIAL – MULTI-STORY BUILDING**



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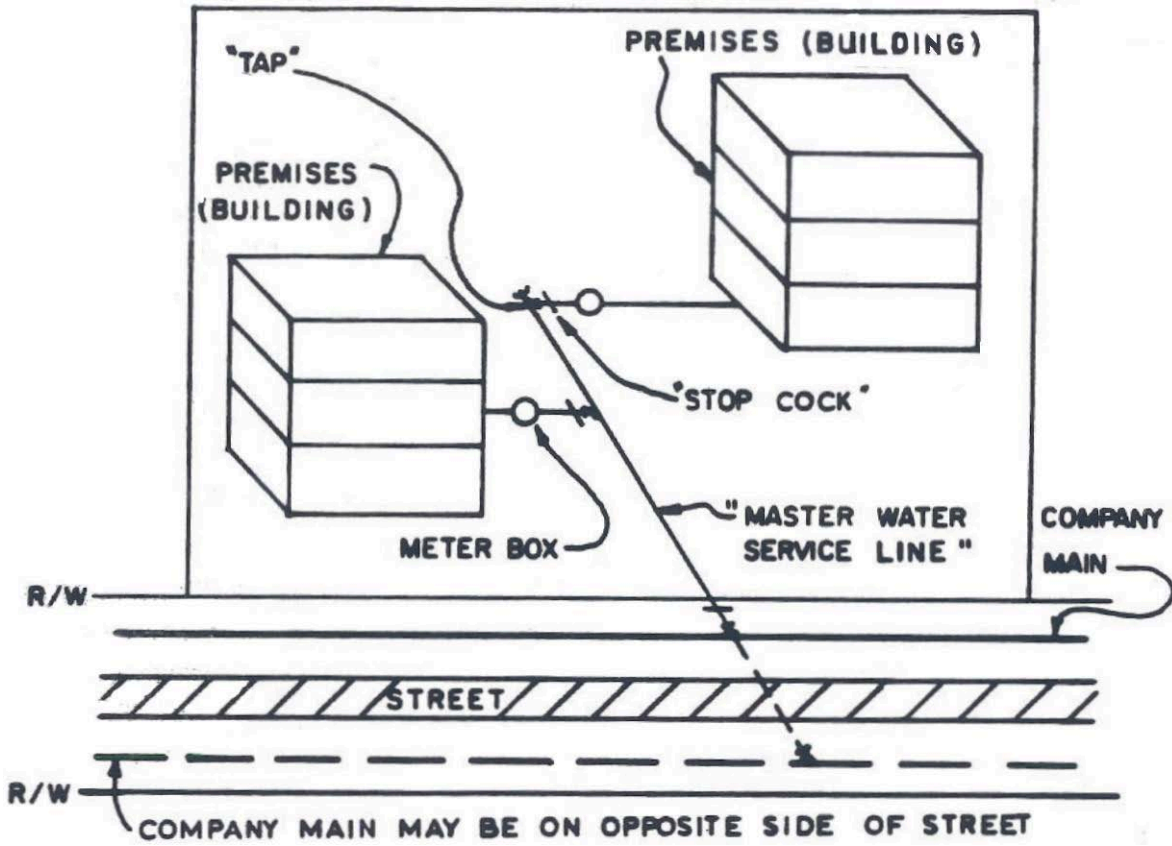
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

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Community, Town or City

**INSTALLATION REQUIREMENTS – DOMESTIC WATER SERVICE LINE
COMMERCIAL – MULTI-STORY BUILDING**



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ISSUED BY: Frank Kartmann, President
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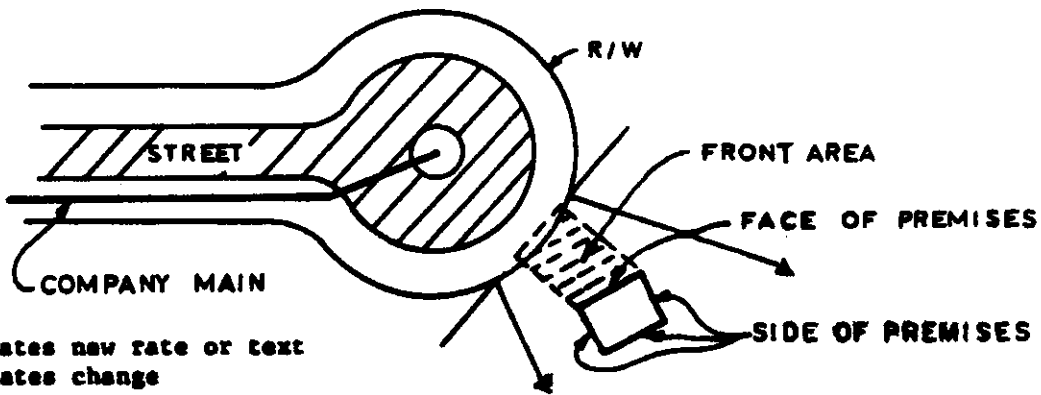
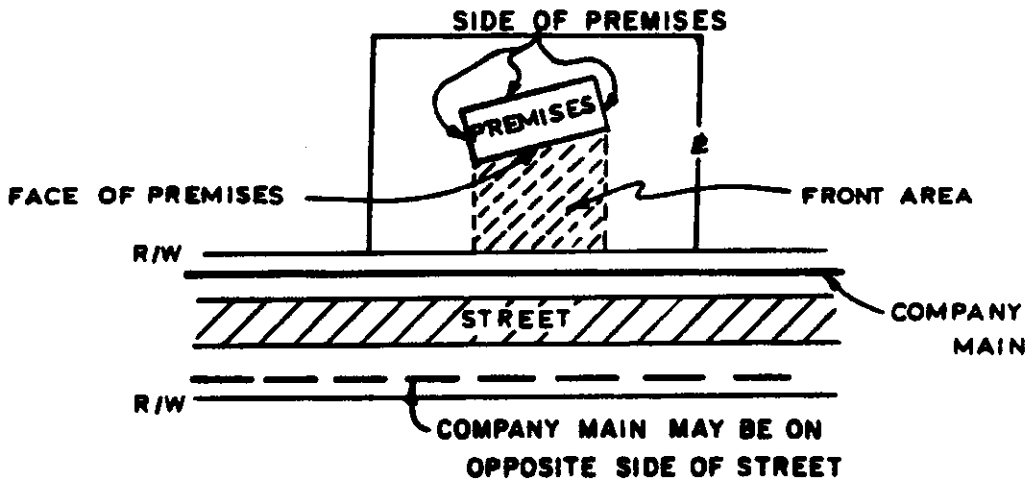
Missouri-American Water Company
 Name of Issuing Corporation

For

Missouri Service Area
 Community, Town or City

FACE OF A PREMISES

The "Face of a Premises" is the side of the premises nearest parallel to an existing Company main, or an extension thereof. In the case of a cui-de-sac (except as shown on Sheet 23), the "Face of a Premises" is the side of the premises nearest parallel to the straight line connecting the two front property corners of the property (nearest the street) upon which the premises is located.



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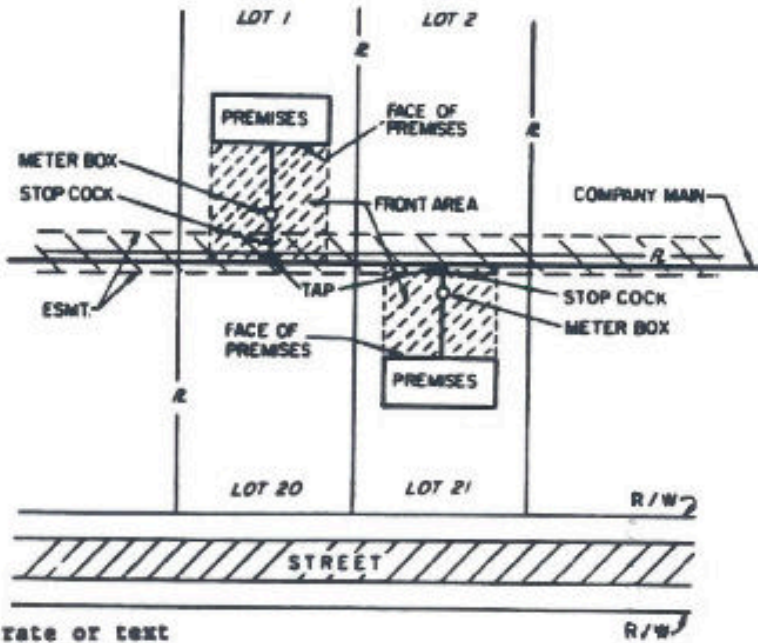
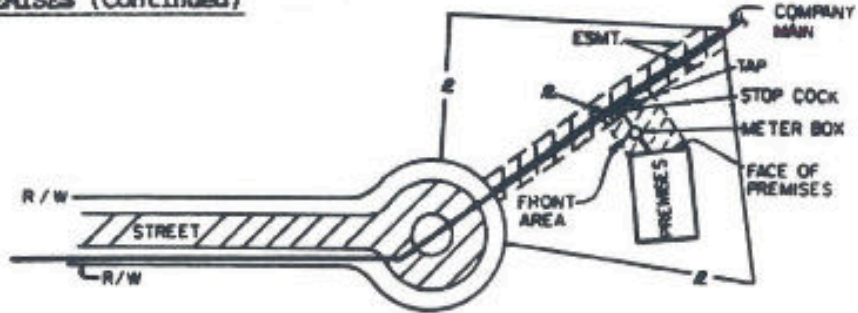
ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
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FACE OF A PREMISES (Continued)



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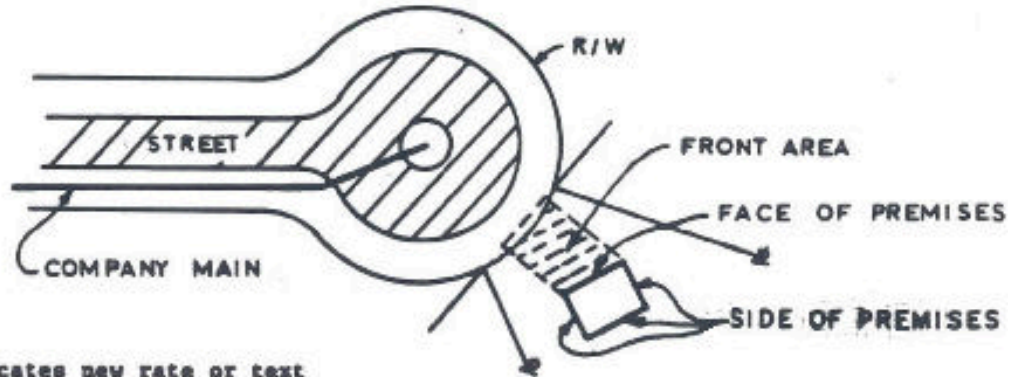
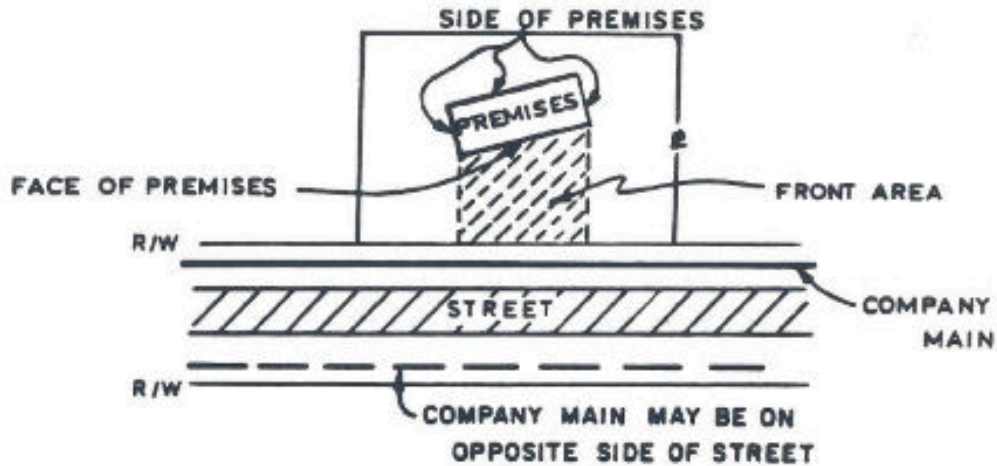
Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

SIDE OF A PREMISES

The "Side of a Premises" is any side of a premises other than the "Face" of the same premises. (See sketch below.)



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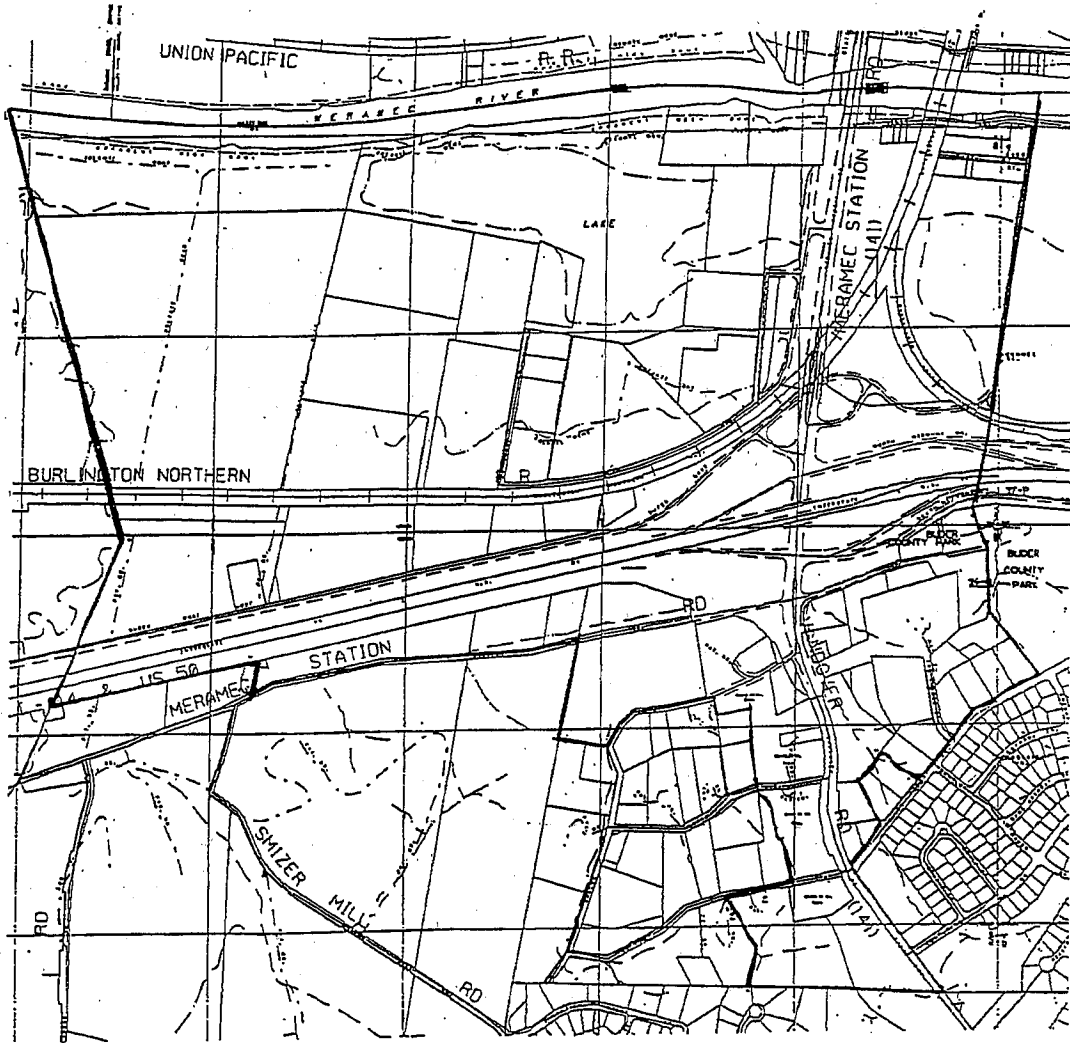
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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis County
and Jefferson County)
Community, Town or City

CERTIFICATED AREAS ACQUIRED AFTER 1/1/95
City of Peerless Park, St. Louis County (Map)



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ISSUED BY: Frank Kartmann, President
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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis County
and Jefferson County)
Community, Town or City

CERTIFICATED AREAS ACQUIRED AFTER 1/1/95
Legal Description - City of Peerless Park, St. Louis County

Property in T44N, R4E and R5E, in St. Louis County, Missouri, and consisting of the established boundaries of the City of Peerless Park as of October 10, 1994 as shown on the attached map and being more particularly described as follows:

Beginning at the intersection of the west line of lot 3 of ALLENS VALLEY PARK SUBDIVISION with the centerline of the Meramec River,

Thence southerly along said west line to the right-of-way of Valley Park Road and the eastern most corner of lot 1 of WARD ACRES SUBDIVISION,

Thence southwesterly along said right-of-way to the southern most corner of lot 6 of said subdivision,

Thence northwesterly along the southwesterly line of said lot to the northern most corner of lot 7 of said subdivision,

Thence southwesterly along the northwesterly lines of said lot 7 and lot 8 of said subdivision to the western most corner of said lot 8,

Thence southerly along the westerly line of said lot to the right -of-way line of Valley Park Road and the southern most corner of said lot,

Thence southwesterly along said right-of-way to the easterly right-of-way line of State Highway 141,

Thence southeasterly along said right- of- way line of State Highway 141 to the south line of US Survey 1983,

Thence westerly along said US Survey line to the southeastern most corner of lot 26 of VALLEY PARK HILLS,

Thence N14-30E a distance of 247.89 feet and N31-00W a distance of 403.59 feet along the easterly lines of said lot to the centerline of Elizabeth Avenue,

Thence easterly along said centerline a distance of 450 feet, more or less,

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis County
and Jefferson County)
Community, Town or City

CERTIFICATED AREAS ACQUIRED AFTER 1/1/95
Legal Description - City of Peerless Park, St. Louis County (continued)

Thence northerly through lot 18 of VALLEY PARK HILLS, a distance of 299.62 feet to the northerly line of said lot,

Thence westerly, along said northerly line a distance of 38.51 feet,

Thence northerly distances of 50.53 feet, 202.7 feet and 70.74 feet through lot 17 of said subdivision to the centerline of Lucie Avenue,

Thence easterly along said centerline a distance of 69.04 feet,

Thence northerly along the easterly lines of lots 9 and 15 of said subdivision a distance of 532.64 feet,

Thence westerly, through said lot 9 a distance of 386.6 feet to the west line of said lot,

Thence northerly along said line a distance of 122.08 feet to the centerline of Valley Avenue,

Thence westerly and southwesterly along said centerline distances of 44.88 feet, 264 feet, 198 feet, 115.5 feet and 162.03 feet to the southern most corner of lot 4 of said subdivision,

Thence westerly along the southerly line of said lot a distance of 316.8 feet, to the west line of US Survey 1983 and said subdivision,

Thence northerly along said US Survey line a distance of 627 feet to the centerline of Meramec Station Road,

Thence westerly along said centerline a distance of 2370 feet, more or less, to the prolongation of the westerly line of property owned by DRURY DISPLAYS, INC. as recorded in Book 8506, Page 1950 of the St. Louis County Records,

Thence northerly along said line to the right-of-way line of Interstate Highway 44,

Thence westerly along said right-of-way line a distance of 1404.71 feet to Williams Creek,

Thence N23-38-30E across said highway and continuing along the westerly line of property owned by PEERLESS PARK GROUP as recorded in Book 7716, Page 67 of the St. Louis County Records distances of 417.88 feet and 786.27 feet, to a point,

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For

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and Jefferson County)
Community, Town or City

CERTIFICATED AREAS ACQUIRED AFTER 1/1/95

Legal Description - City of Peerless Park, St. Louis County (continued)

Thence N16-06-30W along said westerly line, crossing the railroad right-of-way and continuing along the westerly line of property owned by FIRST NATIONAL REALTY as recorded in Book 7597, Page 136 of the St. Louis County Records distances of 193.32 feet, 104.37 feet, 2293.02 feet and 130 feet, more or less, to the centerline of the Meramec River,

Thence along the centerline of the Meramec River to the place of beginning, and containing 550 acres, more or less.

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Missouri-American Water Company
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For

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and Jefferson County)
Community, Town or City

Line Certificate to Provide Wholesale Water Service
As Granted in Case No. WA-2001-473

Phase I - Beginning at a point in the centerline of the Meramec River, said line being the boundary of St. Louis County and Jefferson County, approximately 440 ft. west of the traveled centerline of Missouri Interstate 55 (I-55), thence heading in a southwesterly direction across Lonedell Rd approximately 420 ft. west of the centerline of the I-55 right-of-way, thence heading easterly approximately 140 ft to a point of intersection with the western right-of-way of I-55, thence heading southwestwardly and westwardly along the western right-of-way line of the West Outer Road of I-55 to a point of crossing of Missouri State Route 141, approximately 450 ft. east of the centerline of Church Ave, thence heading southwestwardly along the north right-of-way line of Big Bill Blvd. (formerly Old 141) and along the southern subdivision line of Gebhardt's Subdivision, Velda Terrace, Maxville Heights Subdivision, Grimm Acres, and Walnut Hill to the western subdivision line of Twin Fawn Meadows Subdivision, thence following said western line until intersecting the northern right-of-way line of Old Lemay Ferry Rd, thence heading in a southwesterly direction along the northern right-of-way line of Old Lemay Ferry Rd. to a point of ending approximately 500 ft. west of the centerline of Miller County Rd.

Phase II - Beginning at a point on the northern right-of-way line of Old Lemay Ferry Rd. and the intersection of the western right-of-way line of Richardson Rd, thence southeastwardly along said western right-of-way line of Richardson Rd. to a point of intersection of the northern right-of-way line of Vogel Rd, thence heading westwardly along the northern right-of-way line of Vogel Rd. to a point of intersection of the western right-of-way line of the West Outer Rd. of I-55, thence heading southwardly along the western right-of-way line of the West Outer Rd. of I-55 until the end of West Outer Rd. approximately 700 ft. south of the centerline of Morgan Dr, thence heading westwardly and southwardly to the east property line of Huntleigh Woods Subdivision, thence heading southwardly to a point of intersection with the northwest right-of-way line of I-55 (at Huntleigh Woods); thence extending in a general southwardly direction along the western right-of-way line of I-55 to the intersection of the southern right-of-way line of Haven Hill Rd., thence westwardly and northwardly along the southern/western right-of-way line of Haven Hill Rd. to the intersection of Union Rd., thence westwardly along the southern right-of-way line of Union Rd. to the intersection of the eastern right-of-way line of Dry Creek Rd., thence southwardly along the eastern right-of-way line of Dry Creek Rd. to a point of ending at the intersection of the northern right-of-way line of Old Highway M.

Both phases' route descriptions are approximate and final design will more thoroughly define the location of the Phase I and II routes. It is estimated that the description of these routes may change to within 1000 ft. of either side of the lines as described.

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DATE OF ISSUE: November 19, 2009

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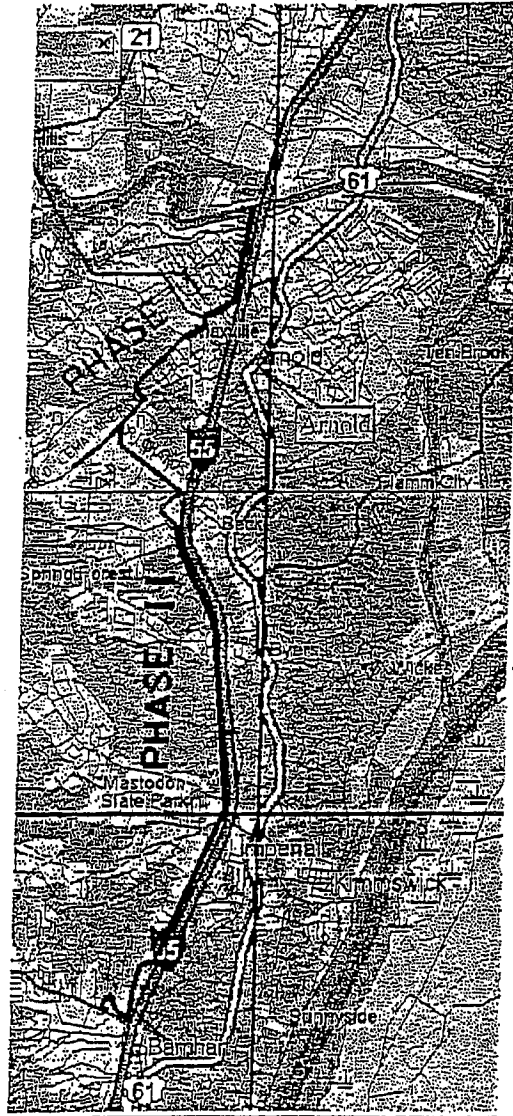
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis County
and Jefferson County)
Community, Town or City

**Line Certificate to Provide Wholesale Water Service
As Granted in Case No. WA-2001-473 (Map)**



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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis County
and Jefferson County)
Community, Town or City

Certificate of Convenience and Necessity
As Granted in Case No. WA-2008-0125 – Legal Description

A TRACT OF LAND BEING PART OF "LOCHMOOR", A SUBDIVISION RECORDED IN PLAT BOOK 71 PAGE 6 AND 7 OF THE JEFFERSON COUNTY RECORDERS OFFICE, IN SECTION 1, TOWNSHIP 43 NORTH, RANGE 4 EAST IN JEFFERSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, TOWNSHIP 43 NORTH, RANGE 4 EAST IN JEFFERSON COUNTY, MISSOURI; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS WEST ALONG THE EASTERN LINE OF SAID SECTION 1, A DISTANCE OF 1394.34 FEET TO THE SOUTHEAST CORNER OF SAID "LOCHMOOR" SUBDIVISION; THENCE DEPARTING SAID SECTION LINE NORTH 88 DEGREES 57 MINUTES 36 SECONDS WEST ALONG THE SOUTHERN LINE OF SAID "LOCHMOOR" SUBDIVISION A DISTANCE OF 2734.37 FEET TO AN ANGLE POINT ON SAID SOUTHERN LINE OF SUBDIVISION; THENCE CONTINUING ALONG SAID SOUTHERN LINE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST A DISTANCE OF 2762.00 FEET TO THE SOUTHWEST CORNER OF SAID "LOCHMOOR" SUBDIVISION, SAID POINT BEING SITUATED ON THE WESTERN LINE OF SAID SECTION 1; THENCE NORTH 00 DEGREES 14 MINUTES 06 SECONDS EAST ALONG THE WESTERN LINE OF SAID SECTION 1, ALSO BEING THE WESTERN LINE OF SAID "LOCHMOOR" SUBDIVISION A DISTANCE OF 1414.09 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT BEING SITUATED ON THE COUNTY LINE BETWEEN ST. LOUIS COUNTY AND JEFFERSON COUNTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 28 OF SAID "LOCHMOOR" SUBDIVISION; THENCE IN AN EASTERLY DIRECTION ALONG THE ST. LOUIS AND JEFFERSON COUNTY DIVIDING LINE AND THE NORTH LINE OF SAID SECTION 1 SOUTH 89 DEGREES 59 MINUTES 54 SECONDS EAST A DISTANCE OF 2803.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID SECTION AND COUNTY DIVIDING LINE SOUTH 89 DEGREES 53 MINUTES 12 SECONDS EAST A DISTANCE OF 2687.31 FEET TO THE POINT OF BEGINNING CONTAINING 7,564,302 SQUARE FEET OR 173.651 ACRES ACCORDING TO CALCULATIONS BY POEHLMAN & PROST, INC. IN OCTOBER OF 2007.

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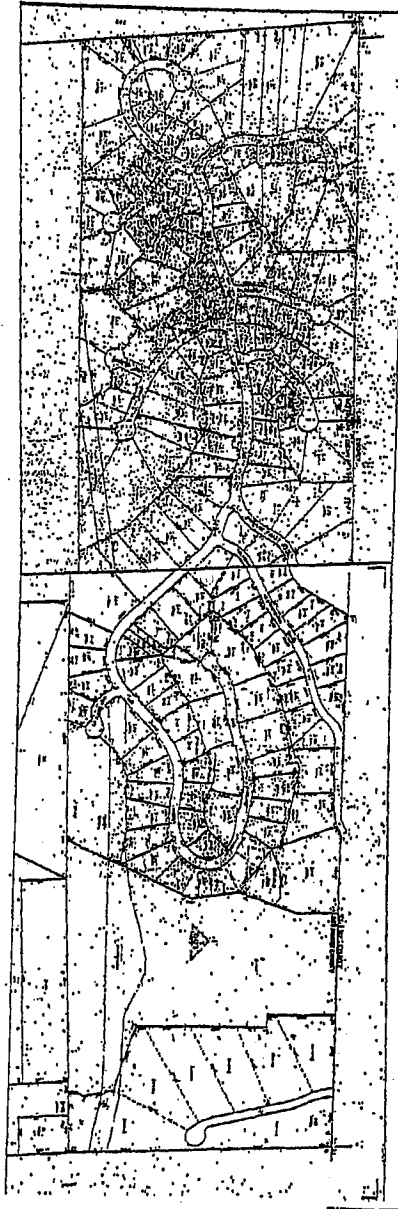
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Louis County
and Jefferson County)
Community, Town or City

Certificate of Convenience and Necessity
As Granted in Case No. WA-2008-0125 (Map)



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DATE OF ISSUE: November 19, 2009

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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Metered Water Service
Legal Description – Weldon Springs Service Area

A tract of land in St. Charles County, Missouri being more particularly described as follows:

Beginning at the intersection of the extension of the centerline of Hemsath Road with the west bank of the Missouri River; thence southwestwardly along the West Bank of the Missouri River, to the eastern extension of the North line of Section 26, T46-R4E; thence west with the North lines of Sections 26 and 27 to its intersection with the North right-of-way line of the M.K. & T. Railroad; thence westwardly with the aforesaid North right-of-way line of the M.K. & T. Railroad to the centerline of U.S. Highway #40-61; thence northwestwardly with the centerline of U.S. Highway #40-61 to Station 632+37.51; thence leaving said centerline South 70 degrees 56 minutes 56 seconds West 3809.47 feet to a point; thence North 18 degrees 26 minutes 06 seconds West, 790.57 feet to a point; thence North 74 degrees 47 minutes 46 seconds West, 1900.86 feet to a point; thence North 8 degrees 51 minutes 31 seconds West, 1113.40 feet to a point on the boundary line of "Weldon Spring Heights Subdivision", a subdivision according to the plat thereof recorded in Plat Book 4 pages 163 and 164 of the St. Charles County records; thence along the boundary line of said "Weldon Spring Heights Subdivision" the following courses and distances: North 63 degrees 37 minutes 30 seconds East, 380.72 feet; North 63 degrees 37 minutes 30 seconds East, 99.32 feet; North 64 degrees 15 minutes 47 seconds East, 429.83 feet; North 26 degrees 22 minutes 15 seconds West, 430.00 feet and North 64 degrees 08 minutes 14 seconds East, 1013.84 feet at the Southeast corner of Lot 2 of aforesaid "Weldon Spring Heights Subdivision"; thence along the boundary of Missouri Research Park and the boundary of "Weldon Spring Heights Subdivision" the following courses and distances; North 26 degrees 31 minutes 19 seconds West, 1261.92 feet; South 63 degrees 51 minutes 06 seconds West, 384.63 feet; North 15 degrees 05 minutes 08 seconds West, 1224.25 feet and North 01 degree 29 minutes 39 seconds East, 270.42 feet to a point on the South line of U.S. Highway #40-61; thence North 13 degrees 19 minutes 34 seconds East, 161.24 feet to a point on the centerline of aforesaid U.S. Highway #40-61; thence continuing along said centerline to the centerline of Missouri State Highway "N" St. Charles County; thence eastwardly with the centerline of aforementioned Highway N to its intersection with the south line of Section 6, T46N-R3E; thence continuing eastwardly along the south line of Section 6, 5 & 4 of T46N-R3E to the southeast corner of Section 4; thence North with the east line of Section 4 to the northeast corner of Section 4, which is also the township line between T46N and T47N; thence West with the aforesaid township line to the centerline of Missouri State Highway "K", St. Charles County, thence in a northerly direction along the centerline of aforesaid Highway "K" to the centerline of U.S. Interstate Highway #70; thence in an easterly direction along said Highway #70 a distance of 3700 feet more or less to a point that intersects the East line of Hilltop Manor Subdivision extended; thence in a northerly direction a distance of 125 feet to the southeast corner of

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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Metered Water Service
Legal Description – Weldon Springs Service Area (continued)

Hilltop Manor Plat One Subdivision, said point also being in the North line of Interstate Highway #70, thence North 86 degrees 1/2 minutes East a distance of 579.95 feet to a point; thence North 86 degrees 48 minutes East a distance of 530 feet to a point; thence North 0 degrees 1/2 minute East a distance of 635.55 feet to a point; thence North 89 degrees 25 minutes 30 seconds West, 1359.31 feet to a point; thence along the east line of County Life Acres Plat 2 Subdivision North 0 degrees 12 minutes West a distance of 1550 feet to a point in the centerline of the Wabash Railroad Tracks; thence in an Easterly direction along the centerline of the Wabash Railroad Tracks 18,000 feet to its intersection with Dardenne Creek; thence in a northerly direction with the centerline of Dardenne Creek to the North line of U.S. Survey 1754; thence eastwardly with the North line of U.S. Survey 1754 to the West line of Section 29, T47N-R4E; thence North with the West line of Section 29 to its intersection with the western prolongation of the North line of Section 28; thence eastwardly with the aforesaid prolongation of the North line of Section 28 to the northeast corner of Section 28; thence South with the East line of Section 28 to the North line of U.S. Survey 291; thence northeastwardly with the North line of U.S. Survey 291 to the most northern corner of U.S. Survey 291; thence southeastwardly with the East line of U.S. Survey 291 to its intersection with the East-West centerline of Section 23, T47N-R4E; thence East along the aforesaid East-West centerline of Section 23, to the southwest corner of the southeast 1/4 of the NE1/4 of Section 23, T47N-R4E; thence North with the 1/4-1/4 section to the northwest corner of the SE1/4 of the NE1/4 of Section 23; thence East along the North line of the aforesaid SE1/4 of the NE1/4 to its intersection with the East line of Section 23, T47N-R4E; thence South with the East lines of Section 23 and 26 to its intersection with the North line of Droste Road; thence northwestwardly with the North line of Droste Road to the center of Zumbahl Road; thence South with the centerline of Zumbahl Road to its intersection with the centerline of U.S. Interstate Highway #70; thence eastwardly with the aforesaid Highway I-70 to its intersection with the western extension of the North line of Lot 25 of Block 6 of Steen & Cunningham of the Commons of St. Charles; thence northeastwardly with the aforesaid North line of Lot 25 to the northeast corner of Lot 25; thence southeastwardly with the East line of Lots 24 and 25 of Block 6 to the southeast corner of Lot 24; thence northeastwardly with the North line of Lot 22 of Block 6 to the northeast corner of Lot 22 of Block 6; thence southeastwardly with the east line of Lot 22 of Block 6 to the North line of Lot 32 of Block 6 of Steen and Cunningham Commons of St. Charles; thence northeastwardly with the North line of Lot 32, 910 feet more or less to the most eastern corner of said Lot 32 of Block 6; thence southwardly with the southeastern line of said Lot 32 to the southwest corner of Lot 32; thence northwesterly with the southwestern line of Lot 32 to the corner of Lot 32, said corner also being the most northern corner of Lot 36 of Block 6 of Steen and Cunningham Commons of St. Charles; thence southwestwardly with the southeast line of Lot 36

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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Metered Water Service
Legal Description – Weldon Springs Service Area (continued)

to its intersection with the East line of Block 2 of Steen and Cunninghams Commons of St. Charles; thence North with the East line of Block 2 to the Northeast corner of Lot 21 of aforesaid Block 2; thence southwestwardly with the North line of Lot 21, 22, 23, 24 and 25 to the West line of aforesaid Block 2; thence North with the west line of Block 2, 450 feet more or less to an old iron stake marking the southeast corner of proposed Graystone Subdivision said point also being South 33 degrees 30 minutes East, 1643.4 feet more or less from the northern most corner of Lot 9 of Block 8 of Steen and Cunninghams Commons of St. Charles; thence the following courses and distances to the centerline of Old Highway 94: South 59 degrees West, 560.3 feet; South 33 degrees 56 seconds East, 82.5 feet; South 61 degrees 28 minutes East, 170.61 feet; South 22 degrees 52 minutes West, 495.5 feet; South 52 degrees 23 minutes East, 189.7 feet; South 9 degrees 47 minutes East, 69.5 feet; South 19 degrees 47 minutes East 438.7 feet; South 22 degrees 10 minutes East 13.5 feet; South 26 degrees 55 minutes East 506.7 feet to the centerline of Old Highway 94; thence southwestwardly along the centerline of aforesaid Old Highway 94, 291 feet more or less to the centerline of Hemsath Road; thence southeastwardly along the centerline of Hemsath Road and its extension to the Missouri River and the point of beginning.

Excepting therefrom Scarsdale Subdivision per Case No. WM-81-321. Also that area in Section 34, T47N-R4E which was certificated to Kurt Achelpohl in case #15,357. A tract of land in St. Charles County, Missouri in U.S. Survey #312, Township 46 North, Range 4 East, and described as follows: Beginning at the southwest corner of property described in Book 300, page 113, St. Charles County records; thence along the South line of said property North 71 degrees 41 minutes East 611.60 feet to a point; thence North 17 degrees 39 minutes West to the South line of Greens Bottom Road; thence West along said South line to its intersection with the centerline of Caulks Hill Road; thence South along said centerline to the place of beginning.

Also excepting therefrom that area known as Martell Ridge Subdivision, which area was certificated to Martell Private Water and Sewer Company in Case No. 16,186.

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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County
and St. Louis County)
Community, Town or City

Metered Water Service
Legal Description – Line Certificate Case No. WA-96-353

DESCRIPTION OF LAND TO BE ADDED
TO CERTIFICATED AREA IN
ST. CHARLES COUNTY AND ST. LOUIS COUNTY, MISSOURI

A strip of land, 2,400 feet wide, the centerline of which follows the proposed route of a source of supply transmission main; being part of U.S. Survey 312, U.S. Survey 289, U.S. Survey 743, and U.S. Survey 64; being part of Fractional Section 34, Township 46 North, Range 4 East; being part of Fractional Sections 2 and 4, Township 45 North, Range 4 East; being in St. Charles County and St. Louis County, Missouri; and being more particularly described as follows:

Commencing at the intersection of the north right-of-way line of the Katy Trail State Park (formerly known as M.K. & T. Railroad) with the centerline of Caulks Hill Road, which intersection point is on the existing Certificated Area line; thence eastwardly along the north right-of-way line of the Katy Trail State Park and along the existing Certificated Area line, 34.0 feet, more or less, to a point marking the intersection of the north right-of-way line of the Katy Trail State Park with the centerline of a proposed source of supply transmission main, which point is the POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED, and which point is on the centerline of the 2,400 feet wide strip; thence along the Centerline of the 2,400 feet wide strip of land the following courses and distances: South 15° 44' 42" East, 830.00 feet; South 51° 37' 14" East, 716.48 feet; North 73° 59' 18" East, 637.00 feet; South 15° 45' 51" East, 4711.70 feet; North 73° 41' 00" East, 938.15 feet; South 15° 34' 53" East, 1,763.87 feet; South 57° 48' 49" East, 5,313.47 feet to the north bank of the Missouri River; and thence crossing the Missouri River, South 45° 47' 35" East, 2,500 feet, more or less, to a point on the property of the City of St. Louis Howard Bend Water Treatment Plant; which point is the POINT OF TERMINUS OF THE STRIP OF LAND HEREIN DESCRIBED.

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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Certificated Area No. 1 as Authorized by Case No. WA-97-45
Legal Description

DESCRIPTION OF LAND TO BE ADDED
TO CERTIFICATED AREA IN
ST. CHARLES COUNTY, MISSOURI

(AREA 1)

A tract of land being part of Sections 33, 34 and 35 of Township 46 North, Range 3 East, and part of Sections 3 and 4 of Township 45 North, Range 3 East, St. Charles County, Missouri, and more particularly described as follows:

Commencing at the intersection of the north right-of-way line of the Katy Trail State Park (formerly know as the M.K. & T. Railroad) with the centerline of U.S. Highway 40-61, which intersection point is on existing Certificated Area line, and which intersection point is the POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; thence northwestwardly along the centerline of U.S. Highway 40-61 and the existing Certificated Area line to a point known as Sta. 632+37.51; thence leaving the centerline of U.S. Highway 40-61 and continuing along the existing Certificated Area line the following courses and distances: South 70° 56' 56" West 3,809.47 feet, North 18° 26' 06" West 790.57 feet and North 74° 47' 46" West 1,900.86 feet to a point on the west line of the Missouri Research Park; thence leaving the existing Certificated Area line and southeastwardly along the west line of the Missouri Research Park and the prolongation thereof to a point on the north right-of-way line of the Katy Trail State Park (formerly known as the M.K. & T. Railroad); thence northeastwardly along the north right-of-way line of the Katy Trail State Park to the POINT OF BEGINNING.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Certificated Area No. 2 as Authorized by Case No. WA-97-45

Legal Description

MISSOURI-AMERICAN WATER COMPANY.
ST. CHARLES DISTRICT

DESCRIPTION OF LAND TO BE ADDED
TO CERTIFICATED AREA IN
ST. CHARLES COUNTY, MISSOURI

(AREA 2)

A tract of land being part of U.S. Survey 1796, part of U.S. Survey 1669, part of Fractional Sections 31 and 32 of Township 46 North, Range 3 East, part of U.S. Survey 1798, and part of Section 6 of Township 45 North, Range 3 East, St. Charles County, Missouri and being more particularly described as follows:

Commencing at the intersection of the centerline of U.S. Highway 40-61 with the centerline of Missouri State Highway "N", which intersection point is on the existing Certificated Area line; thence southeastwardly along the centerline of U.S. Highway 40-61 and along the existing Certificated Area line to a point marking the intersection of the centerline of U.S. Highway 40-61 with the north line of U.S. Survey 1796, which point is the POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; thence leaving the existing Certificated Area line and southwestwardly along the north line of U.S. Survey 1796 to a point marking the most western corner of said U.S. Survey 1796; thence southwestwardly to a point marking the intersection of the west line of U.S. Survey 1669 with the north line of Fractional Section 32, T. 46 N., R. 3 E.; thence westwardly along the north line of said Fractional Section 32 to a point marking the common corner of Fractional Sections 29, 30, 31 and 32 of T. 46 N., R. 3 E.; thence westwardly along the north line of said Fractional Section 31 to a point marking the intersection of the north line of said Fractional Section 31 with the east line of U.S. Survey 1798; thence southwardly along the east line of U.S. Survey 1798, 3000 feet; thence southwestwardly to a point marking the intersection of the township line between T. 46 N. and T. 45 N. with the range between R. 2 E. and R. 3 E.; thence southwardly along the west line of Section 6, T. 45 N. R. 3 E. to a point marking the southwest corner of the northwest quarter of the northwest quarter of said Section 6; thence eastwardly along the south line of the north half of the northwest quarter of said Section 6 to a point marking the southwest corner of the northwest quarter of the northeast quarter of said Section 6; thence eastwardly along the south line of the northwest quarter of the northeast quarter of said Section 6 to a point marking the intersection of the said south line of the northwest quarter of the northeast quarter of Section 6 with the south right-of-way line of Missouri Route 94; thence northeastwardly along the south right-of-way line of Missouri Route 94 to a point marking the intersection of the south right-of-way line of Missouri Route 94 with the centerline of U.S. Highway 40-61, which point is on the existing Certificated Area line; thence northwestwardly along the centerline of U.S. Highway 40-61, and along the existing Certificated Area line to the POINT OF BEGINNING.

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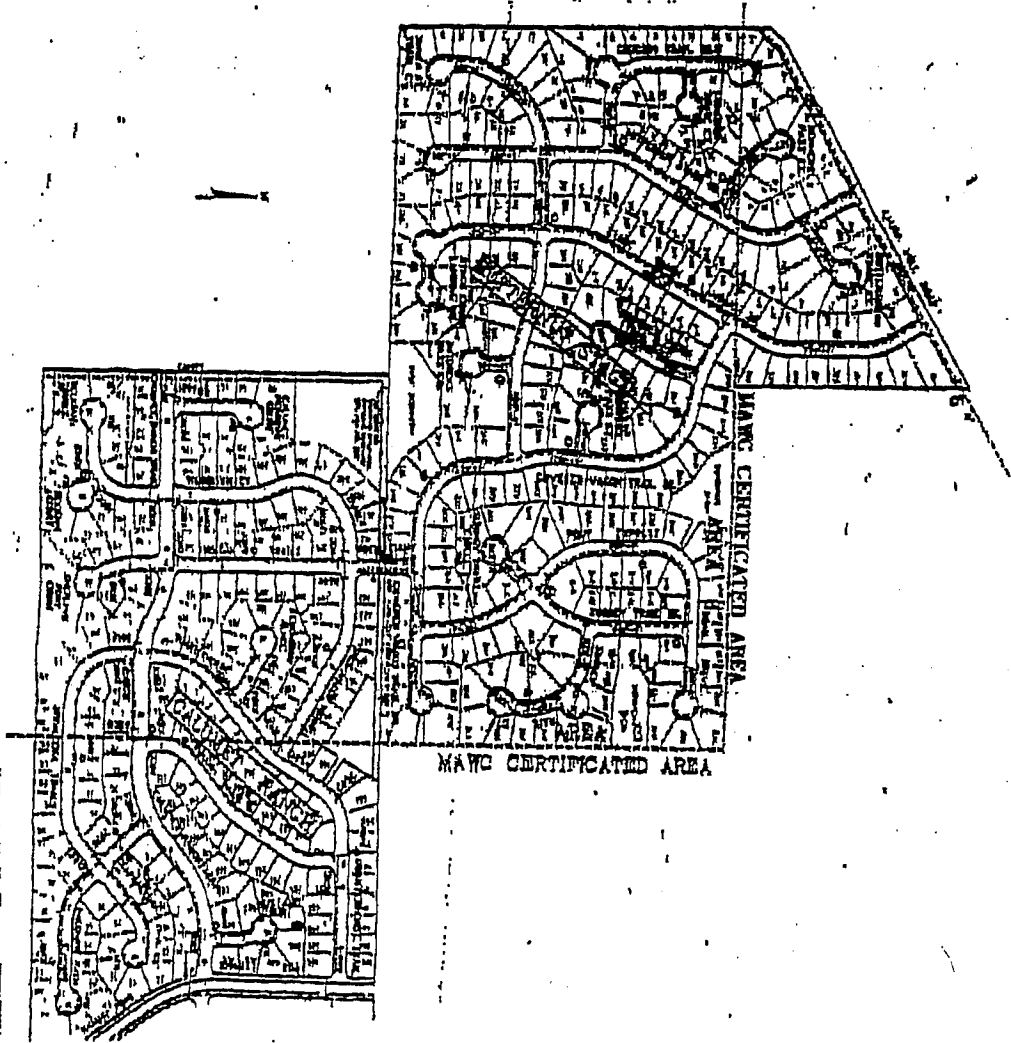
Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Certificated Area No. 3 as Authorized by Case No. WA-97-45
Legal Description

Description of subdivisions as recorded with St. Charles County Recorder of Deeds as follows: Calumet Ranch, Plat Three, at Book 33, pages 275-279; Calumet Ranch, Plat Two, at Book 33, pages 138-140; Butternut Stage, Plat One, at Book 33, pages 280, 281; Timber Hills (formerly Butternut Stage, Plat Two) at Book 34, pages 201-203; Huntington Downs (formerly Butternut Stage, Plat Three) at Book 33, pages 349, 350.



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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Cole Creek Area as Authorized by Case No. WA-2000-59

Legal Description

Beginning at the intersection of the southeast boundary of the Missouri American Water Company's Certificate of Convenience & Necessity (as existing on March 21, 1983, then Missouri Cities Water Company) with the southeasterly extension of the centerline of Hemsath Road; thence northwesterly along the centerline of Hemsath Road to the centerline of Old Highway 94; thence northeasterly along the centerline of Old Highway 94 a distance of 291 feet, more or less to a point from which an iron pipe bears North 26 degrees 55 minutes West 35 feet; thence North 26 degrees 55 minutes West 506.7 feet to an iron pipe; thence North 22 degrees 10 minutes West 13.5 feet to an iron pipe; thence North 19 degrees 47 minutes West 438.7 feet to an iron pipe; thence North 9 degrees 47 minutes West 69.5 feet to an iron pipe; thence North 52 degrees 23 minutes West 189.7 feet to an iron pipe; thence North 22 degrees 52 minutes East 495.5 feet to an iron axle; thence North 61 degrees 28 minutes West 170.61 feet to an iron pipe; thence North 33 degrees 56 minutes West 82.5 feet to an iron stake; thence North 59 degrees 00 minutes East 560.3 feet to an iron stake; thence South 33 degrees 30 minutes East to the most westerly corner of Lot 25 in Block 2 of Steen & Cunningham's Subdivision; thence northeasterly along the northwest line of Lots 25, 24 and 23 in Block 2 of Steen and Cunningham's Subdivision to the boundary of the Missouri American Water Company; thence southerly along said boundary to the point of beginning.

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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Certificated Area as Authorized by Case No. WA-2000-461
Legal Description

A strip of land located in U.S. Survey 312, U.S. Survey 29, U.S. Survey 657, and U.S. Survey 16, in St. Charles County, Missouri. Said strip of land 1,000 feet wide, and bound on the north by a line described as follows: Commencing at the intersection of the north right-of-way line of the Katy Trail State Park (formerly the north right-of-way of the Missouri Kansas and Texas Railroad) and the centerline of Caulks Hill Road; thence westerly along said right-of-way 10,600 feet to a point west of the westerly right-of-way of Pittman Hill Road, which point is the northwest corner of said strip of land; excluding overlapping area granted as part of a line certificate in Case no. WA-96-353.

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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441

MAWC will serve customers located within its certificated area east of the following line:

Description:

Starting from a point at Belleau Creek Road and Interstate 70 heading 900' southeast on and along the centerline of Belleau Creek Road to a point 300' north of the centerline of Belleau Lake Drive. (1300' north of centerline of Schoal Creek) Head 1300' northwest to the centerline of Old Highway 40 and Galaxy. At that point head 1100' head southwest on and along the centerline of Old Highway 40. At that point head 4300' southeast along the southwest side of Belleau Lake Estates Subdivision and southwest side of Schrader Farms Subdivision to the centerline of Mexico Road. At that point head 3800' northwest on and along the centerline of Mexico Road to a point 300' west of the centerline of White Oak. From that point head 1300' southwest to the northeast corner of Autumn Chase Subdivision. Head south 4000' along the west side of Legacy Estates and Fawn Meadows Subdivision to the centerline of Laura Hill Road and St. Anthony. From the centerline of St. Anthony 's, head 400' east on and along the centerline of Laura Hill Road. At that point head south 1500' on and along the west side of Butternut Stage Subdivision to the southwest corner of Butternut Stage Subdivision. At that point head 1400' east on and along the south side of Butternut Stage and the north side of Hutchings Farms Subdivision (northeast corner of Hutchings Farms Subdivision) Then head 1400' south along the west side of Calumet Ranch and the east side of Hutchings Farms Subdivision. Then head 2800' east along the south side of Calumet Ranch and the north side of Knaust Manor Subdivision to the centerline of Knaust Road and 400' north of the centerline of Lion. At that point head 1000' south along the centerline of Knaust Road to a point 150' south of the centerline of Donnie. Turn and head 600' west from the centerline of Knaust Road at that point head 1900' south to a point 200' north of Avondale .At that

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+ Indicates change

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DATE OF EFFECTIVE: December 19, 2009

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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

**Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)**

point head 600' east to the centerline of Knaust Road and follow the centerline of Knaust Road 400' southeast, then head 1900' along the southeast side of Avondale Subdivision at that point 3200' head west along the south side of Avondale and the north side of Highland Trails Subdivision (This would be the southwest corner of Avondale Subdivision). Then head 1500' northwest along the northwest side of Avondale Subdivision to a point of projection of the centerline of Lac Terra, this point is also 250' northeast of the centerline of Dardenne Farms. From this point head southwest 500' (also 250' southwest of centerline of Dardenne Farms) at this point head north 350' from the centerline of Lac Terre .At that point head 1300' southwest along the northwest side of Dardenne Farms Enclaves Subdivision. Then head 3400' southeast along the northeast side of Wheatfield Subdivisions and the west side of Dardenne Farms and Meadow Lakes Subdivisions to the centerline of Highway N (This point is also 200' west of the centerline of Meadow Lake). From the centerline of Highway N continue to head 2600' south to the centerline of Dardenne Creek, at that point follow the centerline of Dardenne Creek southwest 3800' to the centerline of Highway K (This point is also 350' north of the centerline of Sports Park Drive). From that point head 2700' south on and along the centerline of Highway K to the centerline of O'Fallon Road. Head 2500' on and along the centerline line of O'Fallon Road to the southwest corner of Monticello Estates Subdivision (This point is also 600' south of the centerline of Chelsea Way) Head 3400' southwest on and along the south side of Monticello Estates Subdivision to the centerline of Highway K. Head 500' south along the centerline of Highway K to a point 350' south of Carters Grove. Head south 2200' south along the west side of Monticello Manor Subdivision to the centerline of Weldon Springs Road. Head 3100' southwest along the centerline of Weldon Springs Road to the centerline of Highway K. Head south 1000' along the centerline of Highway K to the centerline of Highway 40/61.

From that point continue to head 1900' south to a point, then head 4000' southwest to the centerline of Highway D. Follow the centerline of Highway D 2300'. (This point is approximately 5800' east of the centerline of the Entrance to the Conservation Area). Head 700' south from the centerline of Highway D to a point, where you turn and head 1200' southwest to a point, where you turn south for 600'. At this point turn and head east 2000' to the centerline of Highway 94. At that point follow the centerline of Highway 94 northeast 11000' to the intersection of Highway 40/61. Head 4000'

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Community, Town or City

**Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)**

southeast of the centerline of Highway 40/61 to a point 350' southwest of the projection of South Drive .At that point head 500' southeast to a point then turn south for 400' to a point 600' northwest of the cul-de-sac of the Missouri Research Park. At that point head 900' southwest to a point. From that point head 6300' south to the north bank of the Missouri River (this point is also 1500' south of the centerline of the Katy Trail and 7000' southwest of the centerline of Highway 40/61. From that point head east to the St. Charles and St. Louis County Line.

**Areas West of Boundary Line Serviced by Missouri
American**

Pursuant to the Territorial Agreement, MAWC will continue to serve the following areas which are west of the Boundary Line:

Deer Creek Crossing and Bates Village

Starting from a point northeast on the northeast side of Deer Creek Crossing and the centerline of Highway K heading 3300' northwest on and along the north side of Deer Creek Crossing and Bates Village. Turn and head 1100' southwest on and along the west side of Bates Village to a point. Then head southeast 800' to a point and head 1100' southeast to the centerline of Highway N and 700' southeast of the centerline of McCluer Road. From that point head 3200' east along the centerline of highway K, then head 1500' north along the centerline of Highway K to the northeast corner of Deer Creek Crossing, approximately 700' south of the centerline of Royal Spring Parkway.

Cheneaux Village

Starting from a point 150' north of the centerline of Cinnamon Tea (this is also the northwest corner of Cheneaux Village). Head 2000' northeast from the centerline of Henning Road to the northeast corner of Cheneaux Village at that point head 2500' southeast to the centerline of Dardenne Creek and follow Dardenne Creek 2800' west to the centerline of Henning Road 1700' to a point 150' north of the centerline of Cinnamon Tea.

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Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

**Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)**

Field Stone Farms

Starting from the centerline of the intersection of Weldon Springs and Brook. At that point head 3100' northeast on and along the north line of Field Stone Farms Subdivision. Head 900' south then 350' southwest, 1200' southeast, 650' southwest, 1100' north, 1000' southwest, 2800' southwest, 1200' southeast to the centerline of Highway K. At that point head 350' southeast on and along the centerline of Highway K to a point 250' southeast of the centerline of Crusher. Then head west 1100' to a point, turn 600' southwest to the centerline of Weldon Springs Road. Follow the centerline of Weldon Springs 4200' northwest to the intersection of Weldon Springs Road and Brook.

**Areas East of Boundary Line
Serviced by Public Water District #2**

Pursuant to the Territorial Agreement, Public Water District #2 will continue to serve the following areas which are east of the Boundary Line:

Persimmon Woods Golf Course

"All of lots 11, 12, part of 13 of the John D. Coalters Howell Prairie tract and US Survey 1669 Township 46 N Range 3 East S. Charles County Missouri" as further identified in the Extension Agreement recorded at Book 1955, Page 1575 of the Recorder of Deeds St. Charles County, Missouri.

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Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)

MCI World Com and Bender Properties

The MCI World Com Property consists of the following:

PARCEL ONE

The following described property located in the County of St. Charles, State of Missouri:

Lot No. 35 of the Howell Prairie Tract, part of U.S. Survey No. 1669, Township 46 North, Range 3 East, containing 45.15 acres. For a more particular description of said lot, reference is made to the Plat and field notes of the Survey of said Howell Prairie Tract, which are attached to and recorded with a Deed to one Frederick Busch, recorded in Book "H," No. 2, Page 140, of the Recorder's Office of St. Charles County, Missouri.

EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND:

TRACT NO. 1, that part acquired by the State of Missouri as set forth in Commissioners Report recorded in Book 455, page 293. An easement for right-of-way for State Highway Route 40TR in St. Charles County, Missouri, (all direct access to the thruway of Route 40TR from the abutting property is herewith prohibited or limited except as herein set out) across the following parcel of land containing 4.94 acres, more or less, of new right-of-way situate in Lot 5 of Howell's Prairie Tract in U.S. Survey 1669, Township 46 North, Range 3 East, St. Charles County, Missouri, described as follows: Being all of defendants' land bounded on the Southeast by defendants' Southeast property line, also being the South line of said Survey 1669; on the Southwest by the existing Northeast right-of-way line of Route 40TR; bounded on the Northwest by defendants' Northwest property line; and bounded on the Northeast by a line described as follows: Beginning at a point on defendants' said Northwest property line being 199.96 feet radial distance Northeast of Station 578+81.41 on the hereinafter described centerline of Route 40TR; thence South 35 degrees 39 minutes 05 seconds East 1195.32 feet to a point being 270 feet perpendicular distance Northeast of centerline Station 590+00; thence parallel to said centerline South 26 degrees 11 minutes 50 seconds East 488.41 feet to a point on defendants' said Southeast property line, being 270 feet perpendicular distance Northeast of centerline Station 594+88.41.

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Missouri Service Area (St. Charles County)
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**Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)**

The centerline of Route 40TR is described as follows: Beginning at Station 577+97.25 on the centerline of Route 40TR, being South 64 degrees 05 minutes 10 seconds West 145.24 feet along the Southwest prolongation of defendants' said Northwest property line from defendants' Northwest property corner; thence Southeast on the arc of a curve to the right having a radius of 1393.87 feet, a distance of 486.93 feet to C.S. Station 582+84.18 on said centerline; thence Southeast on the arc of a spiral curve to the right having a spiral angle of 6 degrees 09 minutes 57 seconds, a distance of 300 feet to centerline S.T. and equation Station 585+84.18 back equals Station 585+86.30 ahead; thence South 26 degrees 11 minutes 50 seconds East 899.36 feet to the Southwest prolongation of defendants' said Southeast property line intersecting said centerline at Station 594+85.66.

TRACT No. 2, that part conveyed to Frederic H. Baumgarth and Catherine M. Baumgarth, his wife, by Deed recorded in Book 705, page 523 of the St. Charles County records. A tract of land being a part of Lot No. 35 of Howell's Prairie Tract as the same is set out on a Plat of Howell's Prairie Tract set out in a deed of Frederic Busch recorded in Book "H," No. 2, Page 140, in the St. Charles County Recorder's Office, being more particularly described as follows: Commencing at the point of intersection of the Southwest corner of Granada Hills Subdivision as the same is set out on a plat thereof recorded in Plat Book 5 Pages 86-87 in the St. Charles County Recorder's Office and the Northwest line of Lot No. 35 of Howell's Prairie Tract as the same is set out in Book "H" No. 2 Page 140; thence Southwestwardly along the Northwest line of said Lot No. 35 to its point of intersection with the East right-of-way line of U.S. Highway No. 40 as said right-of-way was established in State of Missouri ex rel State Highway Commission vs. Florence Meyer, et al., Cause No. 4509, Circuit Court of St. Charles County, Missouri, which is the beginning point of the tract of land herein conveyed; thence Northeast along the Northwest line of said Lot No. 35 a distance of 306 feet to a point; thence Southeast along a line parallel to the East line of said Lot No. 35 a distance of 537 feet to a point; thence Southwest along a line parallel to the Northwest line of said Lot 35 a distance of 204 feet to the East right-of-way line of said Highway No. 40; thence Northwest along said East highway right-of-way line to the place of beginning.

TRACT NO. 3, that part conveyed to Walter Bender, et al., by Deed recorded in Book 705, Page 920 of the St. Charles County records. A tract of land being a part of Lot No. 35 of Howell's Prairie Tract as the same is set out on a Plat of Howell's Prairie Tract

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

**Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)**

set out in a deed to Frederick Busch recorded in Book "H" No. 2 Page 140 in the St. Charles County Recorder's Office, being more particularly described as follows: Commencing at the most Northeastern corner of said Lot No. 35; thence Northwestwardly along the Northeast line of said Lot No. 35 a distance of 238 feet to a point; thence Northwestwardly along a line parallel to the Southeast line of said Lot No. 35 a distance of 920 feet, more or less, to the Northeast right-of-way line of U.S. Highway 40-61; thence Southeast along said Highway right-of-way line a distance of 238 feet, more or less, to its point of intersection with the Southeast line of said Lot No. 35, thence Northeast along the Southeast line of said Lot No. 35, 920 feet to the point of beginning, containing 5.026 acres, more or less.

PARCEL TWO

The Walter L. and David C. Bender, Trustees of Unified Credit Trust Created Under Section 3 of the Last Will and Testament of Melba L. Bender and Bender Investment Partners, Inc. as Tenants in Common is as follows:

A tract of land being part of Fractional Section 27, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of above said Section 27; thence North 89 degrees 57' 30" West along the South line of said Section 27 a distance of 1052.26 feet to the Northeasterly line of U.S. Highway 40TR as established in Commissioners Report recorded in Deed Book 455 page 293 of the St. Charles County Records; thence North 28 degrees 15' 08" West along the Northeasterly line of said U.S. Highway 40TR a distance of 221.16 feet to the Southeasterly line of U.S. Survey 1669; thence North 62 degrees 14' 50" East along the Southeasterly line of said U.S. Survey 1669 a distance of 922.37 feet; thence departing the Southeasterly line of said U.S. Survey 1669 South 28 degrees 35' 27" East 711.90 feet to the point of beginning.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Boundary as Established by Territorial Agreement with Public Water District #2
And Commission Case No. WO-2001-441 (continued)

PARCEL THREE

The Walter L. and David C. Bender as Trustees of the Unified Credit Trust Created Under Section 3 of the Last Will and Testament of Melba L. Bender property is as follows:

A tract of land being part of fractional Section 34, Township 46 North, Range 3 East, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of above said Section 34; thence South 01 degrees 17' 49" West a distance of 1,117.66 feet; thence North 88 degrees 42' 18" West a distance of 340.38 feet to a point on the Northeasterly line of U.S. Highway 40; thence Northwesterly along said Northeasterly line of U.S. Highway 40 a distance of 1,334.23 feet to a point on the North section line of said section 34; thence North 87 degrees 50' 58" west along the North section line of said Section 34 a distance of 1,001.90 to the point of beginning.

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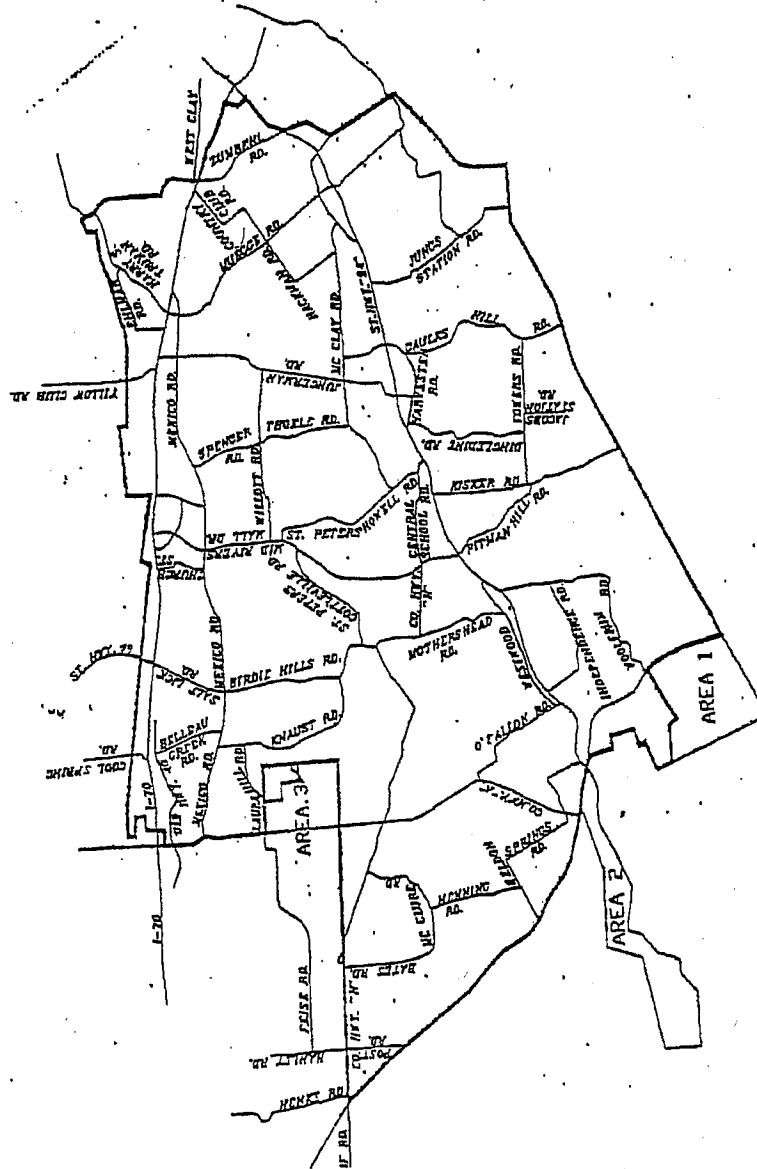
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Map - Certificated Area as Amended by Case No. WA-97-45



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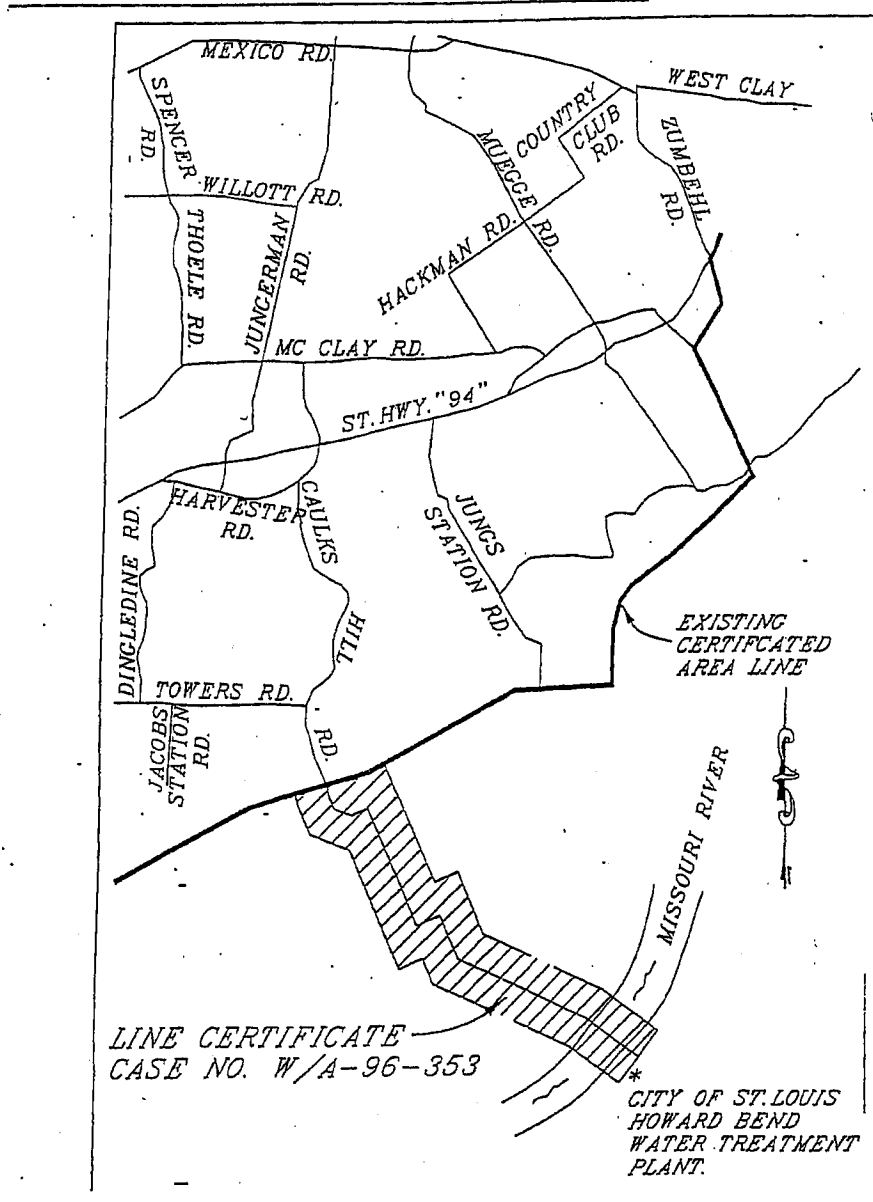
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727 Craig Road, St. Louis, MO 63141

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Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Map - Certificated Area as Amended by Case No. WA-96-353



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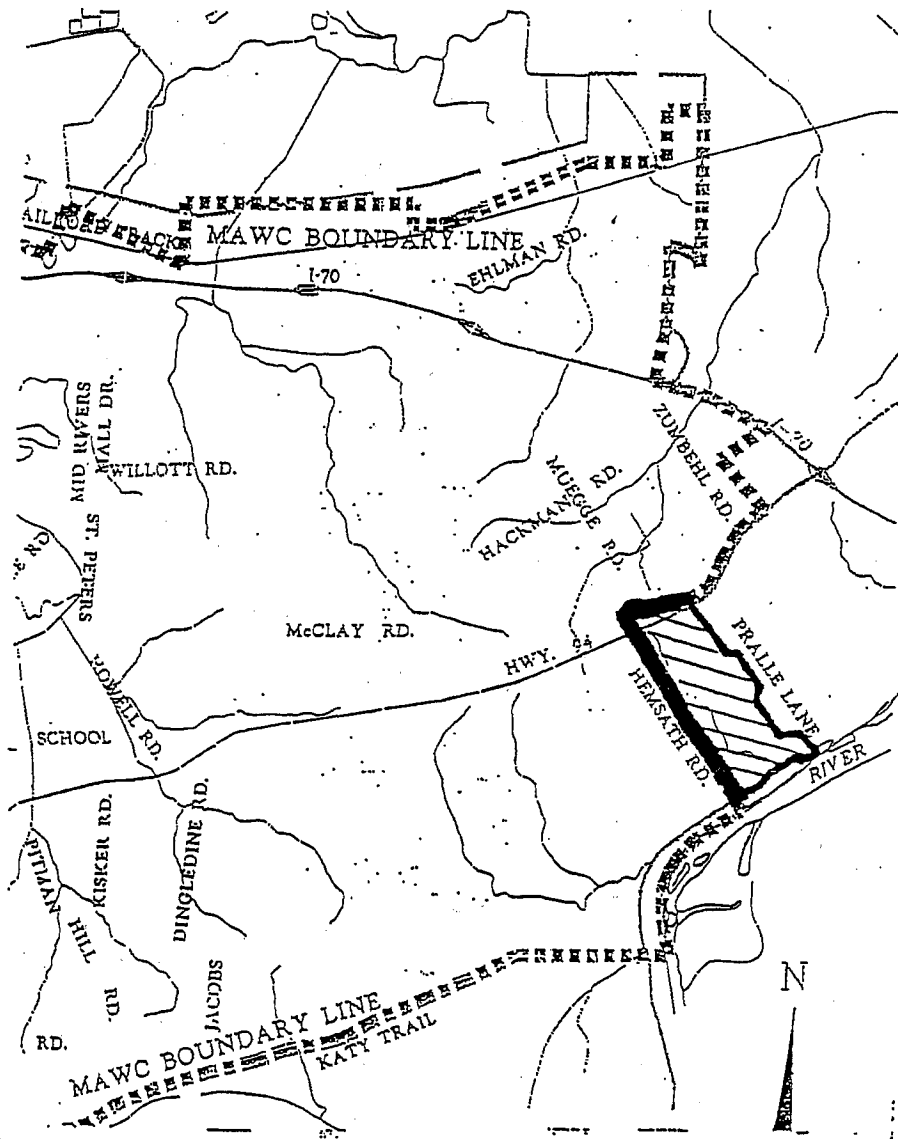
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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Map - As Authorized by Case No. WA-2000-59



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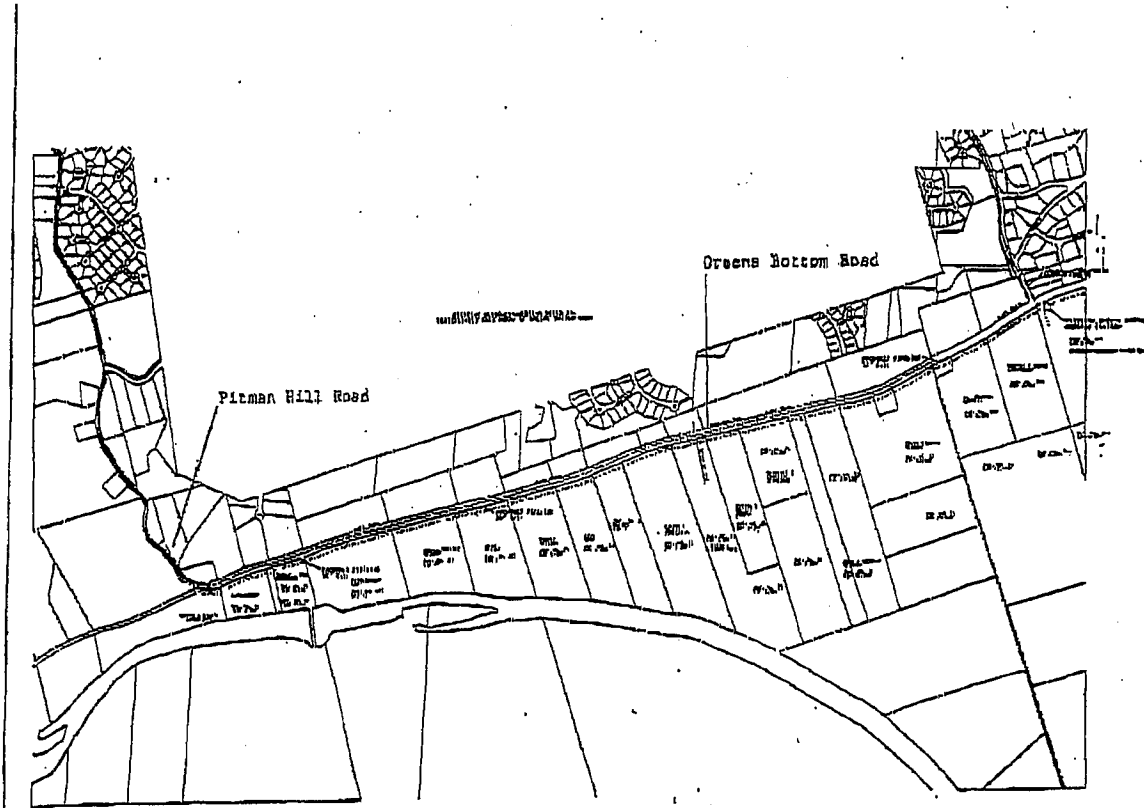
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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Map - As Authorized by Case No. WA-2000-461



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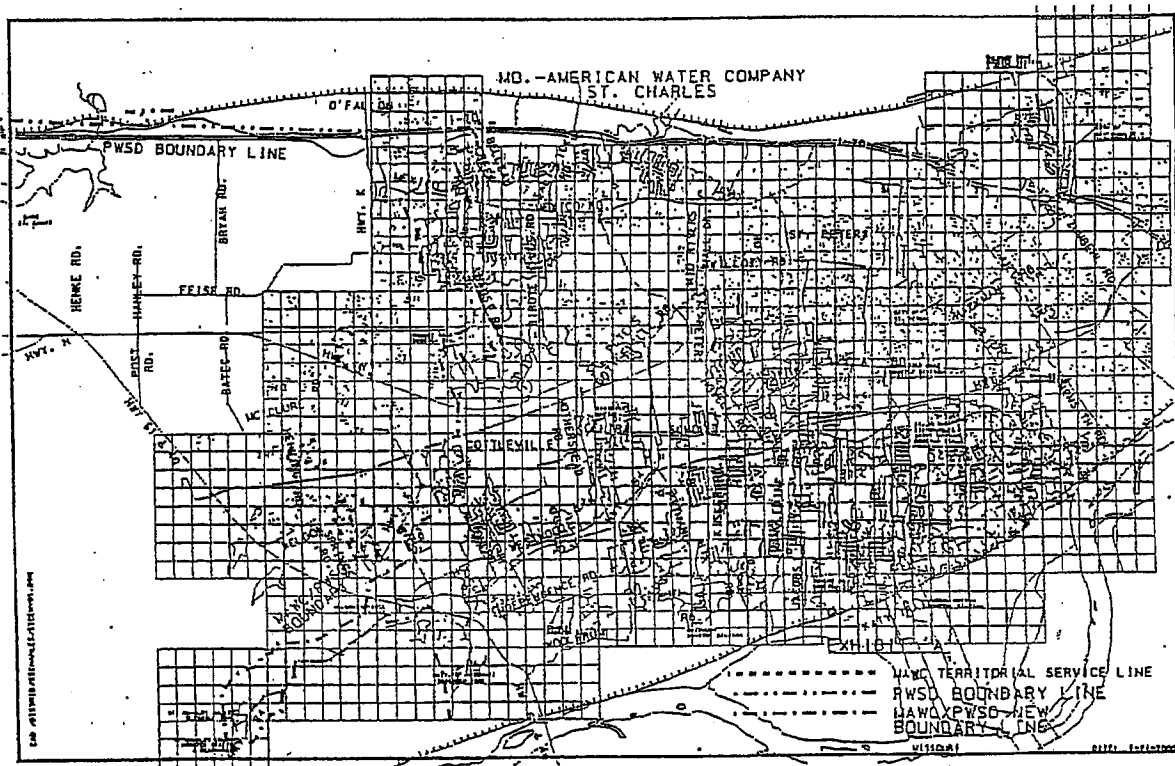
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For

Missouri Service Area (St. Charles County)
Community, Town or City

Map - As Established by Territorial Agreement



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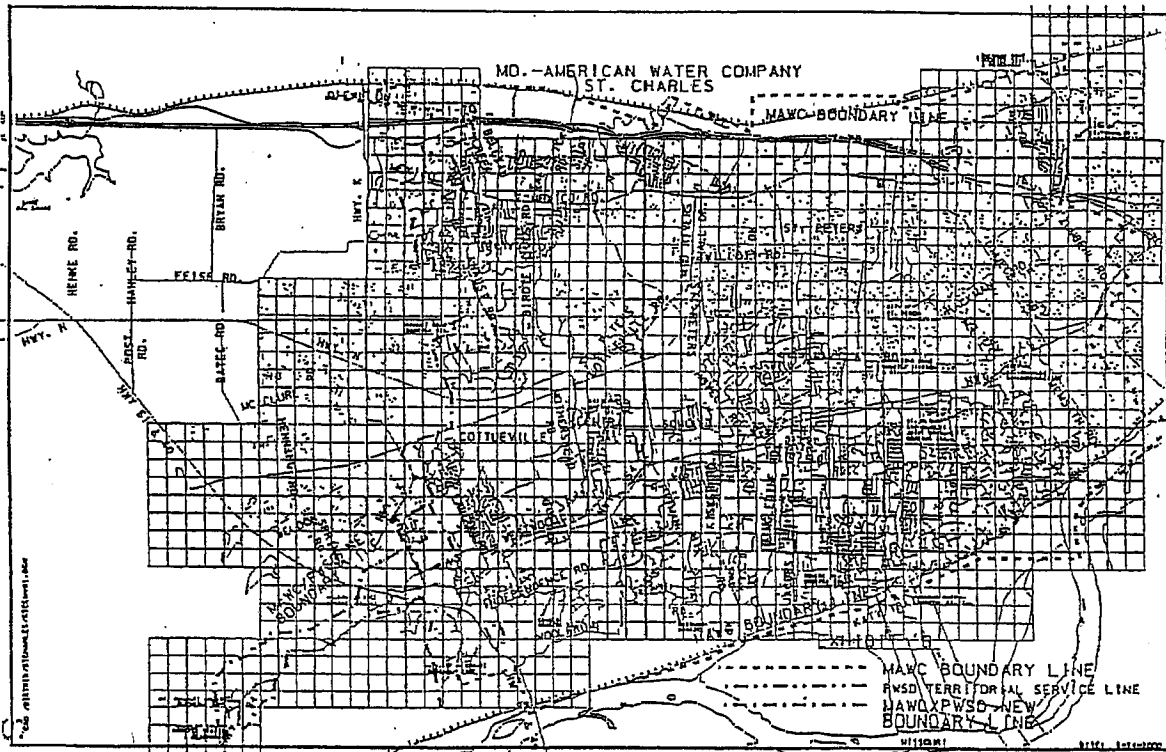
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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (St. Charles County)
Community, Town or City

Map - As Established by Territorial Agreement



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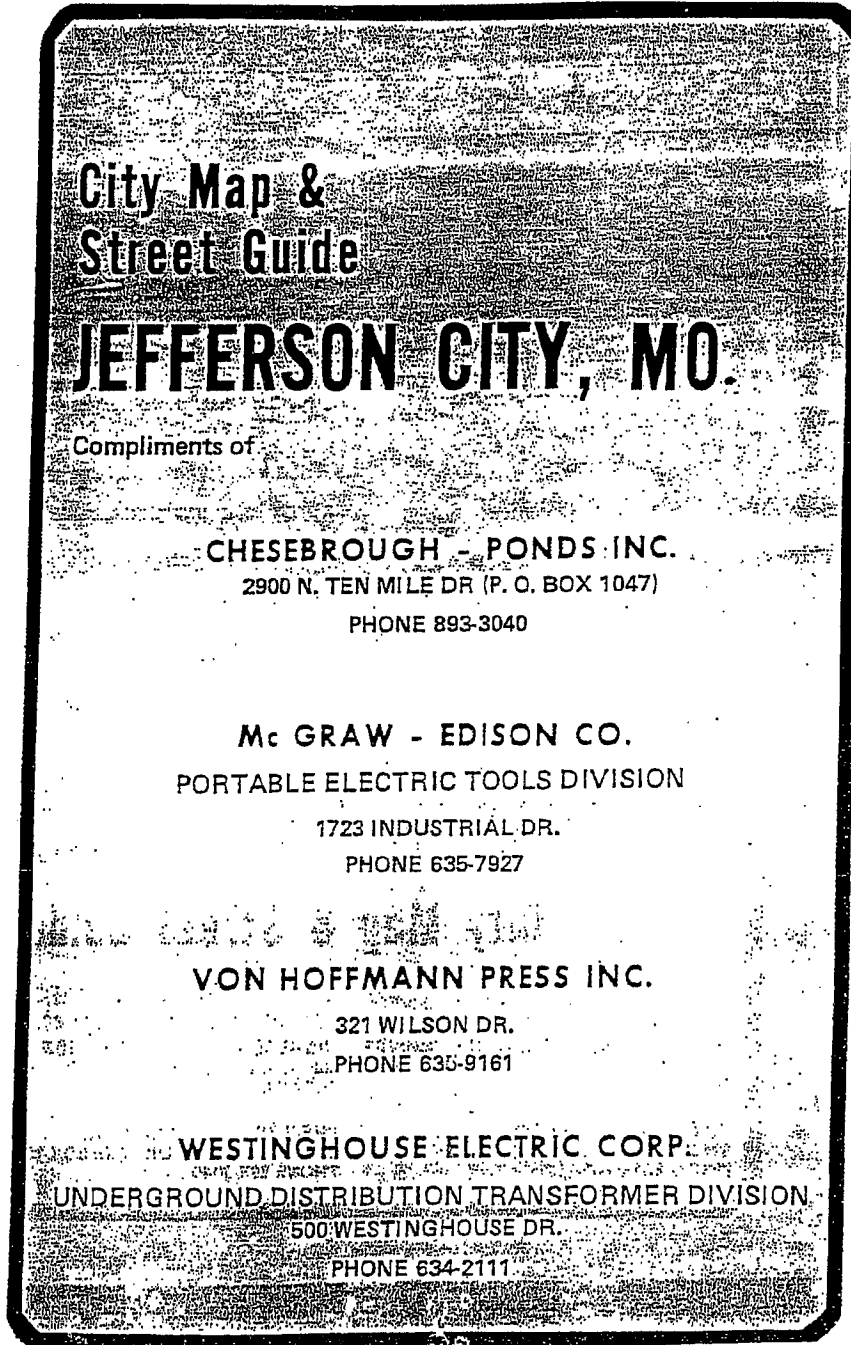
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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Jefferson City)
Community, Town or City

Service Area Map



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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Platte County)
Community, Town or City

Water Service
Legal Description

All that part of Platte County, Missouri, described as follows:

Beginning at the southerly prolongation of the west line of Section Twenty-four (24), Township Fifty-one (51), Range Thirty-five (35), and its intersect with the northerly line of the Missouri River; thence North along the west lines of Sections Twenty-four (24), Thirteen (13), Twelve (12), and One (1), Township Fifty-one (51), Range Thirty-five (35), and the west lines of Sections Thirty-six (36), Twenty-five (25), and Twenty-four (24), Township Fifty-two (52), Range Thirty-five (35), to the Northwest corner of said Section Twenty-four (24); thence East along the north line of Section Twenty-four (24), Township Fifty-two (52), Range Thirty-five (35), and the north line of Section Nineteen (19), Township Fifty-two (52), Range Thirty-four (34), to a point One Hundred Eighty (180) feet West of the east line of said Section 19; thence South along a line One Hundred Eighty (180) feet West of and parallel with the east lines of Sections Nineteen (19), Thirty (30), and Thirty-one (31), Township Fifty-two (52), Range Thirty-four (34), to a point One Hundred Eighty (180) feet South of the north line of the South Half of the North Half of said Section 31; thence East along a line One Hundred Eighty (180) feet South of the north line of the South Half of the North Half of Sections Thirty-one (31) and Thirty-two (32), Township Fifty-two (52), Range Thirty-four (34), to a point One Hundred Eighty (180) feet West of the east line of the West Half of the West Half of said Section 32; thence South along a line One Hundred Eighty (180) feet West of the east line of the West Half of the West Half of said Section 32, and continuing South along a line One Hundred Eighty (180) feet West of the east line of the West Half of the West Half of Sections Five (5) and Eight (8), Township Fifty-one (51), Range Thirty-four (34), to a point One Hundred Eighty (180) feet South of the north line of the South Half of the South Half of said Section 8; thence East along a line One Hundred Eighty (180) feet South of and parallel with the north line of the South Half of the South Half of Sections Eight (8) and Nine (9), Township Fifty-one (51), Range (34), to the east line of said Section 9; thence North along the west lines of Sections Ten (10) and Three (3), Township Fifty-one (51), Range Thirty-four (34) and the west lines of Sections Thirty-four (34),

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Platte County)
Community, Town or City

Water Service
Legal Description (continued)

Twenty-seven (27), Twenty-two (22), and Fifteen (15), Township Fifty-two (52), Range Thirty-four (34), to the northwest corner of said Section 15; thence East along the north lines of Sections Fifteen (15), Fourteen (14) and Thirteen (13), Township Fifty-two (52), Range Thirty-four (34) and the north lines of Sections Eighteen (18), Seventeen (17), Sixteen (16), and Fifteen (15), Township Fifty-two (52), Range Thirty-three (33), to the Platte-Clay Counties Line; thence South along the Platte-Clay Counties Line to a common corner which is the southern boundary of Kansas City, Missouri, as it existed on August 11, 1982, the northern boundary of the City of Northmoor, Missouri, as it existed on August 11, 1982, and the State Highway right-of-way South Boundary of Interstate 29, as it existed on August 11, 1982; thence West along the said Kansas City, Missouri, Boundary Line Two Thousand Five Hundred Forty (2,540) feet to the center line of Line Creek (said center line is Nine Hundred Twenty-Five (925) feet West of the center line of Highway AA); thence southerly following the center line of Line Creek to the center point of a bridge over Line Creek on US Highway 69 and 169 (which point is also Ninety-Five (95) feet East of the center line of the intersection of Homestead Road); thence easterly along the center line of US Highway 69 and 169 for Three Thousand (3,000) feet to the Platte-Clay Counties Line; thence South along the Platte-Clay Counties Line to its intersection with the north line of the Missouri River; thence northwesterly along the north line of the Missouri River and its meandering thereof to the point of beginning.

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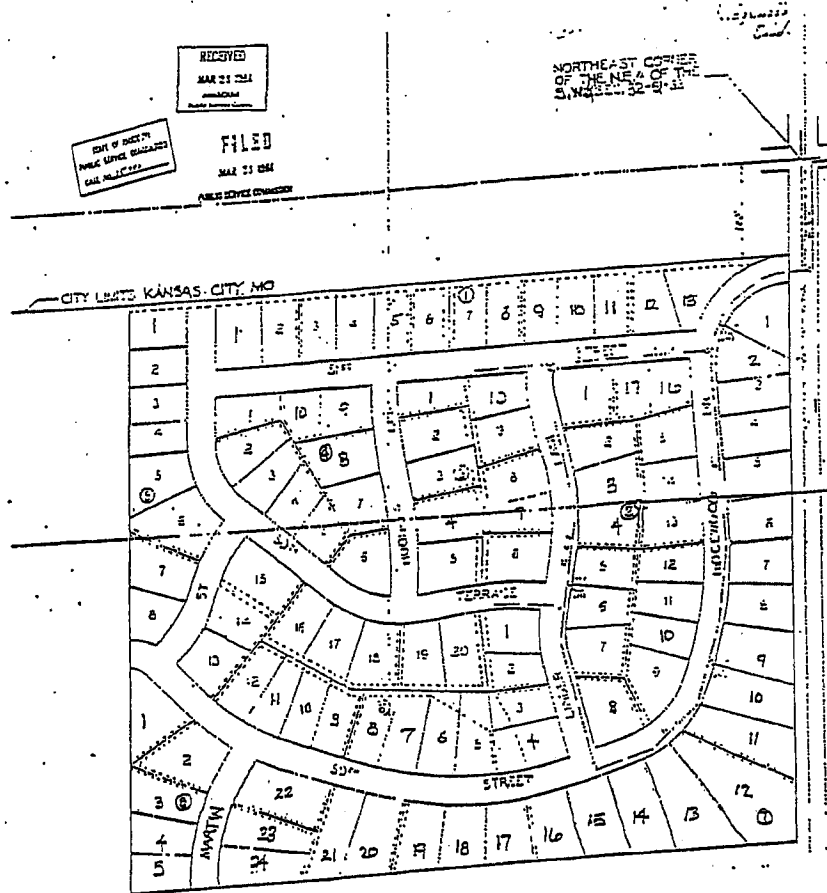
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For

Missouri Service Area (Platte County)
Community, Town or City

**Sewer Service Area
Map**



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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Platte County)
Community, Town or City

Sewer Service Area
Legal Description

The facilities serve approximately 100 lots in Ridgewood Estates Subdivision located in Section 31, Township 51N, Range 33W, in Platte County, Missouri.

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Warrensburg and adjacent area)
Community, Town or City

Certificated Area as Authorized by Case No. WA-2000-58
Legal Description

The southeast quarter of Section 1, Township 45 North, Range 26 West.

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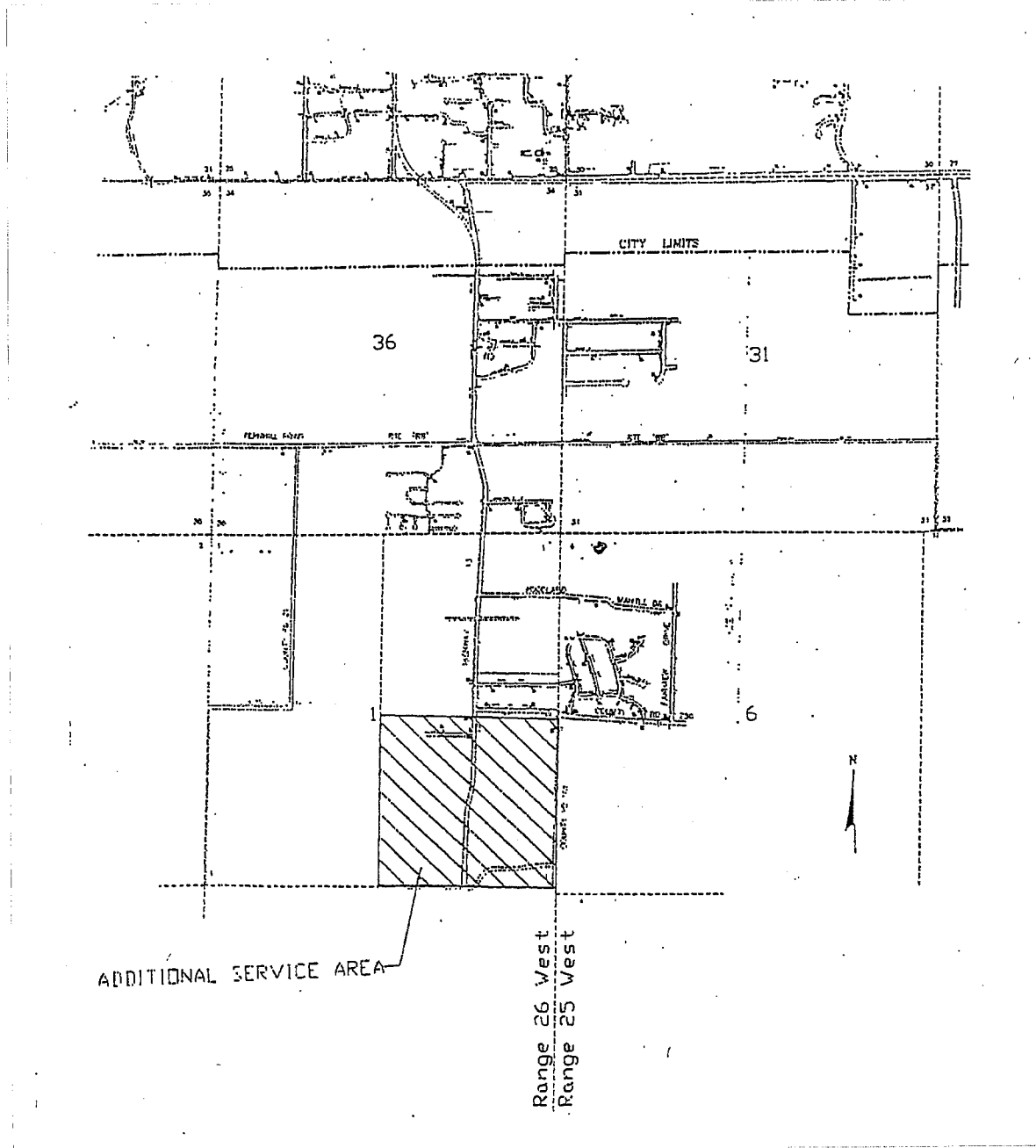
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Warrensburg and adjacent area)
Community, Town or City

Certificated Area as Authorized by Case No. WA-2000-58
Map



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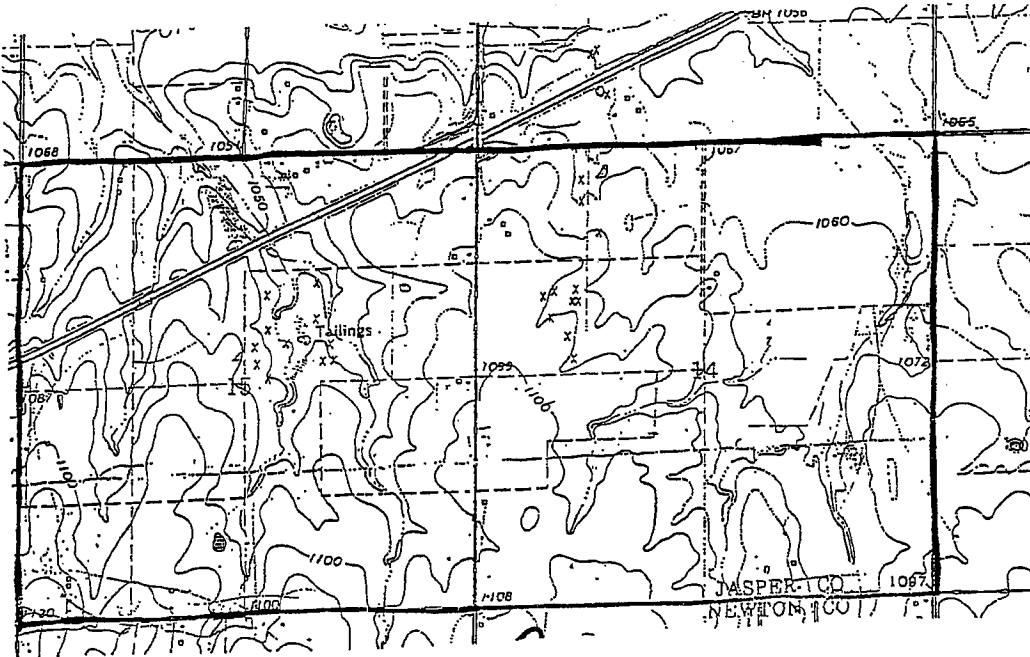
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (City of Joplin and vicinity)
Community, Town or City

Certificated Area as Authorized by Case No. WA-2000-405
Map



* Indicates new rate or text

+ Indicates change

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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (City of Joplin and vicinity)
Community, Town or City

Certificated Area as Authorized by Case No. WA-2000-405
Legal Description

Land consisting of all Section 14, Township 27 North, Range 32 West, Jasper County, Missouri and all Section 15, Township 27 North, Range 32 West, Jasper County, Missouri.

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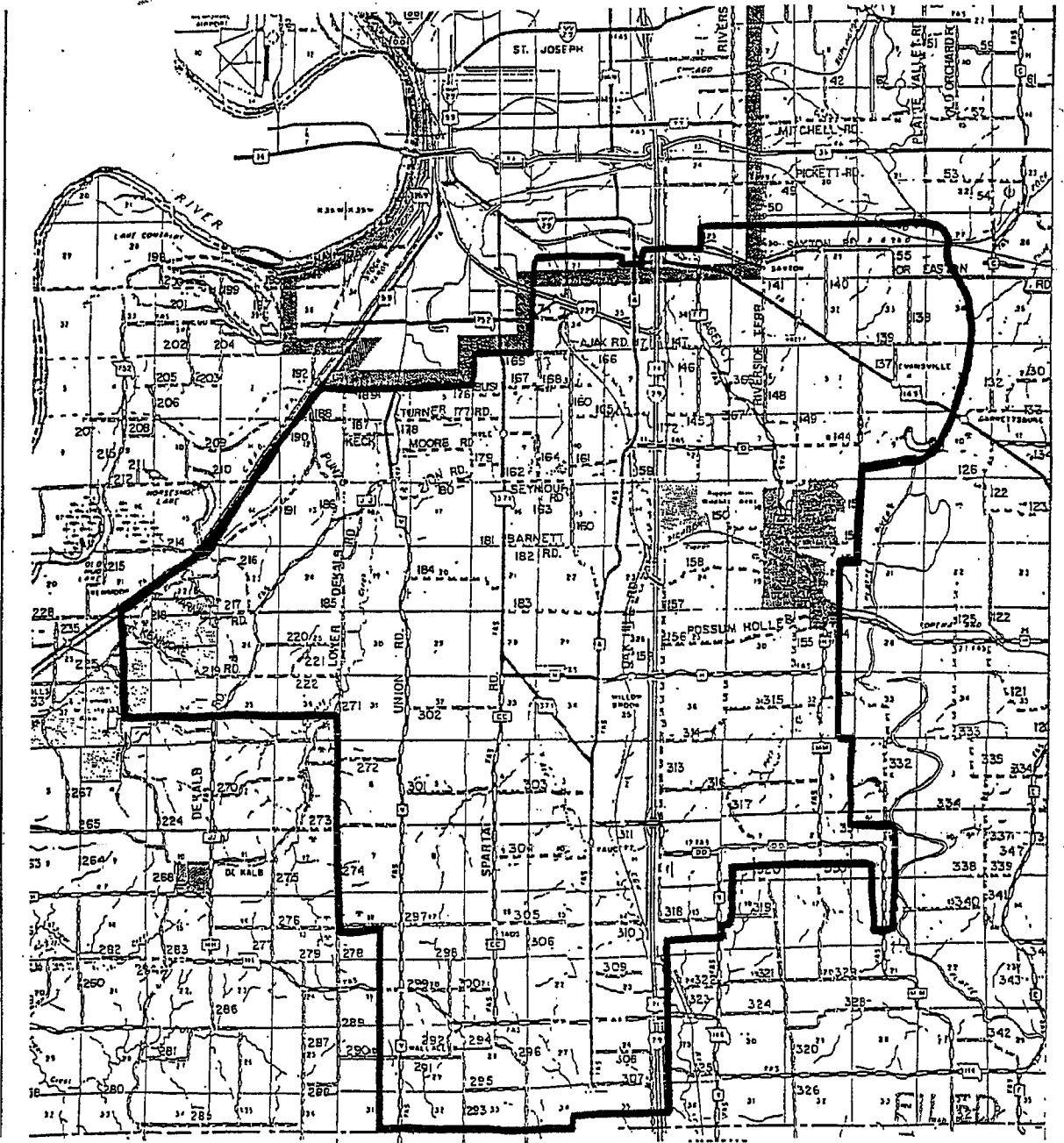
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (City of St. Joseph
and vicinity)
Community, Town or City

Certificated Area as Authorized by Case No. WA-92-84
Map



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DATE OF ISSUE: November 19, 2009

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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (City of St. Joseph
and vicinity)
Community, Town or City

Certificated Area as Authorized by Case No. WA-92-84
Legal Description (continued)

Beginning at a point on the city limit line of the City of St. Joseph, Buchanan County, Missouri, and said point being the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Five (5), Township Fifty-six (56), Range Thirty-five (35); thence East along the East and West centerline of said Section Five (5) to the East line of said Section Five (5); thence North along the line of said Section Five (5) to the South line of Section Thirty-three (33), Township Fifty-seven (57) North, Range Thirty-five (35) West; thence East along the South line of said Section Thirty-three (33); thence North along the East line of said Section Thirty-three (33) and of Section Twenty-eight (28), Township Fifty-seven (57) North, Range Thirty-five (35) West to the East and West centerline of Section Twenty-seven (27), Township Fifty-seven (57), Range Thirty-five (35); thence East along the East and West centerline of Section Twenty-seven (27) and Section Twenty-six (26), Township Fifty-seven (57), Range Thirty-five (35) to the North-South centerline of said Section Twenty-six (26); thence South along said North-South centerline, a distance of 1,850 feet; thence East to the West right-of-way line of Interstate Highway 29; thence Northerly along the West right-of-way line of said Interstate Highway 29 to the East-West centerline of said Section Twenty-six (26); thence East along said East-West Centerline to the East line of said Section Twenty-six (26); thence South on said Section line 0°32' East, a distance of 104 feet; thence South 57°32' East, a distance of 330 feet; thence South 70°32' East, a distance of 670 feet; thence North 85°17" East, a distance of 528.71 feet; thence South 302.62 feet; thence South 89°40' East, a distance of 1,112.36 feet; thence North 39°40" West 480.53 feet; thence North 47°49" West 199.29 feet to the Northeast Corner of Lot one (1), "MUNGER'S SUBDIVISION"; thence due North to the North line of the C.B.&W. Railroad Right-of-Way, said point being the South line of Saxton Road, thence Easterly along the North line of said right-of-way to the East line of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-five (25), Township Fifty-seven (57) North, Range Thirty-five (35) West; thence North along the North and South centerline of said Section Twenty-five (25) to the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast

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For

Missouri Service Area (City of St. Joseph
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Community, Town or City

Certificated Area as Authorized by Case No. WA-92-84
Legal Description (continued)

Quarter (NE $\frac{1}{4}$) of said Section Twenty-five (25), thence East along the North line of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty-five (25) to the Northeast Corner of said South Half (S $\frac{1}{2}$) of said Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty-Five (25); thence along the Range line between Ranges Thirty-five (35) and Thirty-four (34) to the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), Township Fifty-seven (57), Range Thirty-four (34); thence East along the North line of the South Half (S $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of Section Thirty (30), twenty-nine (29), Twenty-eight (28) and Twenty-seven (27) to the center of the Platte River; thence Southerly along the center of the Platte River to a point on the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of Section Nine (9), Township Fifty-six (56), Range Thirty-four (34); thence West along the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of Section (9), Township Fifty-six (56), Range Thirty-four (34), to the Northeast Corner of the South Half (S $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of Section Eight (8), Township Fifty-six (56), Range Thirty-four (34); thence South along the East line of Sections Eight (8), Seventeen (17) and Twenty (20), Township Fifty-six (56), Range Thirty-four (34), to the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20); thence West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20) to the Southwest Corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty (20); thence South along the east line of the West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of Sections Twenty (20), twenty-nine (29) and Thirty-two (32), Township Fifty-six (56), Range Thirty-four (34) to the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section thirty-two (32); thence East along the Township line between Townships Fifty-six (56) and Fifty-five (55) to the Northeast Corner of Section Five (5), Township Fifty-five (55), Range Thirty-four (34); thence South along the East line of

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Missouri-American Water Company
Name of Issuing Corporation

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Missouri Service Area (City of St. Joseph
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Community, Town or City

Certificated Area as Authorized by Case No. WA-92-84
Legal Description (continued)

Sections Five (5) and Eight (8), Township Fifty-five (55), Range Thirty-four (34), to the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Fifty-five (55), Range Thirty-four (34); thence East along the North line of the South Half (S $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of said Section Nine (9) to the Northeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Nine (9); thence South along the East line of the West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of Sections Nine (9) and Sixteen (16), Township Fifty-five (55), Range Thirty-four (34), to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Sixteen (16); thence West along the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of said Section Sixteen (16) to the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Sixteen (16); thence North along the West line of the East Half (E $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of said Sections Sixteen (16) and Nine (9) to the Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Nine (9); thence West along the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of Sections Nine (9), Eight (8) and Seven (7), Township Fifty-five (55), Range Thirty-four (34) to the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Seven (7); thence South along the East line of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of Sections Seven (7) and Eighteen (18), Township Fifty-five (55), Range Thirty-four (34) to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Eighteen (18); thence West along the South line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Eighteen (18) to the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Eighteen (18); thence along the Range line between Ranges Thirty-five (35) and Thirty-four (34) to the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the

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Missouri-American Water Company
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Community, Town or City

Certificated Area as Authorized by Case No. WA-92-84
Legal Description (continued)

Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township Fifty-five (55), Range Thirty-five (35); thence West along the South line of the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of said Section Thirteen (13) to the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Thirteen (13); thence South along the East line of Sections Fourteen (14), Twenty-three (23), Twenty-six (26) and Thirty-five (35); Township Fifty-five (55), Range Thirty-five (35) to the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Thirty-five (35); thence West along the East and West centerline of Sections Thirty-five (35) and Thirty-four (34), Township Fifty-five (55), Range Thirty-five (35) to the North-South centerline of the East Half (E $\frac{1}{2}$) of Section Thirty-four (34), Township Fifty-five (55), Range Thirty-five (35); thence South along said North-South centerline to the county line between Platte and Buchanan Counties; thence West along said county line to the North-South centerline of the East Half (E $\frac{1}{2}$) of Section Thirty-one (31), Township Fifty-five (55), Range Thirty-five (35); thence North along the North-South centerline of the East Half (E $\frac{1}{2}$) of Sections Thirty-one (31), Thirty (30), Nineteen (19) and Eighteen (18), Township Fifty-five (55), Range Thirty-five (35), to the East-West centerline of said Section Eighteen (18); thence West to the Range line between Range Thirty-five (35) and Range Thirty-six (36); thence North along said Range line to the East-West centerline of Section Thirty-six (36), Township Fifty-six (56), Range Thirty-six (36); thence West along the centerline of Sections Thirty-six (36), Thirty-five (35), Thirty-four (34) and Thirty-three (33), Township Fifty-six (56), Range Thirty-six (36) to the North-South centerline of said Section Thirty-three (33); thence North along the North-South centerline of Sections Thirty-three (33), Twenty-eight (28) and Twenty-one (21), Township Fifty-six (56), Range Thirty-six (36) to the centerline of U.S. Highway 59, thence Northeasterly along said centerline of U.S. Highway 59 to the East-West centerline of Section Fourteen (14), Township Fifty-six (56) North, Range Thirty-Six (36) West; thence East to the center of said Section

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Certificated Area as Authorized by Case No. WA-92-84
Legal Description (continued)

Fourteen (14); thence North along the North-South Centerline of Section Fourteen (14) to the North line of said Section Fourteen (14); thence East along the North line of said Section Fourteen (14) to the Southwest Corner of Section Twelve (12), Township Fifty-six (56), Range Thirty-six (36); thence North along the West line of said Section Twelve (12) to the centerline of U.S. Highway 59; thence Northeasterly along said centerline of U.S. Highway 59 to the East-West centerline of Section One (1), Township Fifty-six (56), Range Thirty-six (36); thence East along the East-West centerline of Section One (1) to the Range line between Range Thirty-six (36) and Range Thirty-five (35); thence along said Range line to the East-West centerline of said Section Six (6), Township Fifty-six (56), Range Thirty-five (35); thence East along said East-West centerline of said Section Six (6) to the point of beginning.

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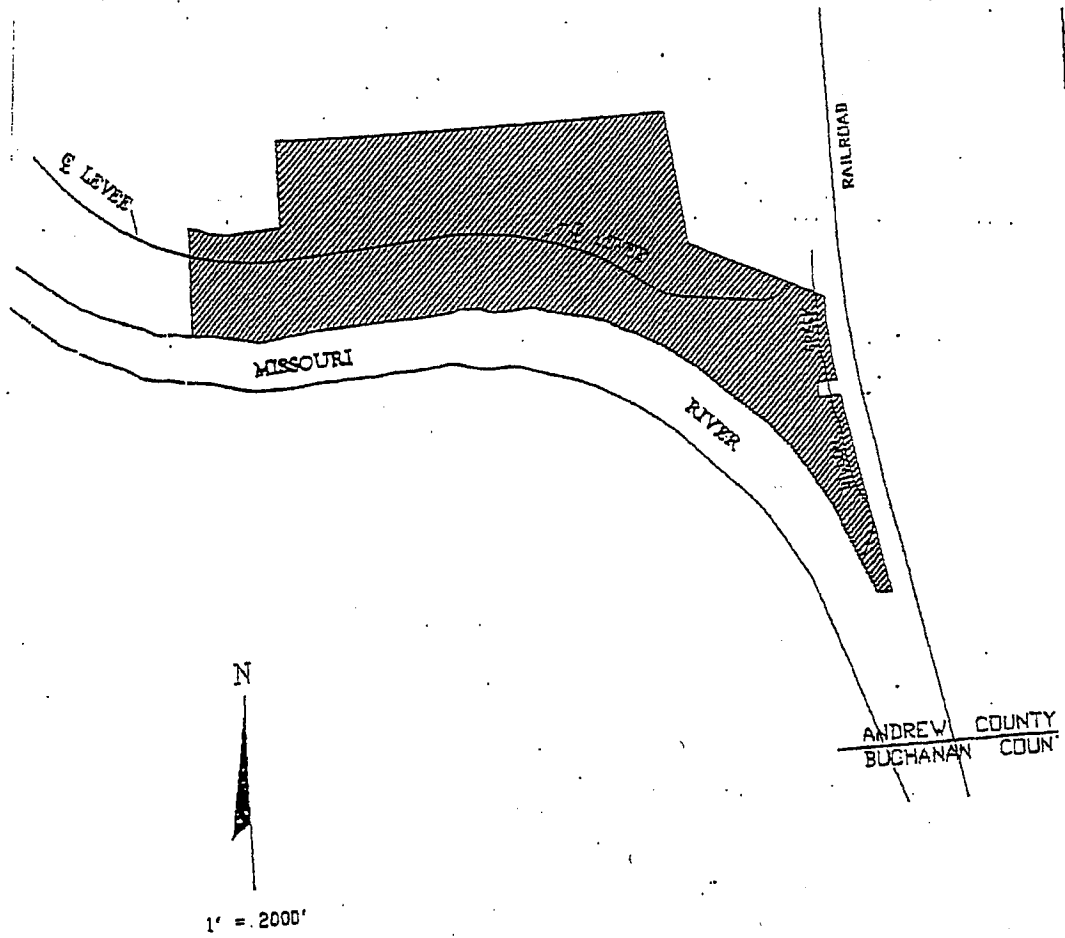
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (City of St. Joseph and vicinity)
Community, Town or City

Certificated Area as Authorized by Case No. WA-97-46
Map



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

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (City of St. Joseph
and vicinity)
Community, Town or City

Certificated Area as Authorized by Case No. WA-97-46

Legal Description

A tract of land in Sections 13, 14, and 24, Township 58 North, Range 36 West, and in Sections 18 and 19, lying West of the Westerly right-of-way of the C.B. & Q. Railroad, now Burlington Northern Railroad, in Township 58 North, Range 35 West, together with all accretions to said lands West or South to the Missouri River, except 1½ acres, more or less, to the Boy Scouts of America for water purposes as recorded in Book 186, Page 59, Deed Records of Andrew County, Missouri, and except all that part of a tract of land by Quit-Claim Deed to Nodaway Island Drainage District No. 1, recorded in Book 192, Page 146, dated February 7, 1947, all in Andrew County, Missouri, and being more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 14, Township 58 North, Range 36 West, thence along the North line of the Southeast Quarter North 89°51'57" West, 1400.62 feet to the West line of the East half of the Southeast Quarter of said Section 14; thence South 00°52'35" West along said Quarter Quarter line 1146.21 feet to a point in the center of a ditch; thence along center of said ditch the following bearings and distances: South 85°48'42" West, 512.40 feet; thence South 86°42'35" West, 361.44 feet; thence North 79°38'00" West, 110.53 feet; thence North 74°08'49" West, 451.05 feet to a point on the West line of the Southeast Quarter of Section 14; thence along the West line of said Southeast Quarter of Section 14 South 01°41'25" West, 1490.03 feet to a point on the high bank of the Missouri River; thence along the said high bank the following bearings and distances: North 89°41'27" East, 37.59 feet; South 79°26'53" East, 180.61 feet; South 85°27'46" East, 157.38 feet; South 82°11'42" East, 244.13 feet; South 75°33'51" East, 327.73 feet; North 71°44'17" East, 150.92 feet; South 72°04'22" East, 255.32 feet; North 72°13'13" East, 152.11 feet; South 84°51'08" East, 130.56 feet; North 82°17'39" East, 841.93 feet; North 77°49'20" East, 457.46 feet; North 88°53'27" East, 436.96 feet; North 86°56'01" East, 95.46 feet; North 84°33'18" East, 222.55 feet; North 85°57'20" East, 164.05 feet; North 67°35'58" East, 117.99 feet; South 84°35'28" East, 118.10 feet; South 89°45'41" East, 115.23 feet; South 72°49'36" East, 187.84 feet; South 72°09'59" East, 53.94 feet; South 89°16'40" East, 337.21 feet; North 84°03'19" East, 220.99 feet; South 72°46'18" East, 277.33 feet; South 79°26'23" East, 208.73 feet; South 76°45'21" East, 217.44 feet; South 75°29'39" East, 179.68 feet; South 70°25'32" East, 175.37 feet; South 63°45'34" East, 196.98 feet; South 61°48'32" East, 68.40 feet; South 73°55'16" East, 109.48 feet; South 63°03'40" East, 171.73 feet; South 65°34'41" East, 187.49 feet; South 60°05'55" East, 185.55 feet; South 54°04'00" East, 178.68 feet; South 56°39'16" East, 237.15 feet; South 55°26'15" East, 165.70 feet; South 49°38'02" East, 208.80 feet; South 48°17'04" East, 279.28 feet; South 50°15'03" East, 231.02 feet; South 46°04'08" East, 247.01 feet; South 48°15'28" East, 196.78 feet; South 41°28'48" East, 263.41 feet; South 40°34'16" East, 235.09 feet; South 35°40'07" East, 228.01 feet; South 34°02'31" East, 752.92 feet; South 24°45'48" East, 1301.82 feet; thence leaving said high bank of the Missouri River at a point on the South line of the North one-half of the Southwest Quarter of said Section 19, along the South line of said North one-half South 89°56'16" East 205.45 feet to a point on the Westerly right-of-way line of the C.B. & Q. Railroad; thence North 71°50'51" West,

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Certificated Area as Authorized by Case No. WA-97-46
Legal Description (continued)

2698.08 feet to a point on the South line of the tract sold to the Boy Scouts of America recorded in Book 186, Page 59; thence along said South line North 89°56'16" East, 330.00 feet; thence North 00°03'44" East, 198.00 feet; thence South 89°56'16" East, 288.24 feet to a point on the Westerly right-of-way line of the C.B. & Q. Railroad; thence North 11°50'51" West, 240.95 feet along said Westerly right-of-way line to a point on a curve to the right having a radius of 7541.57 feet for an arc length of 879.66 feet chord bearing North 05°05'05" West, to a point in line with an existing drainage ditch from the Northwest; thence North 64°31'29" West, 539.16 feet along the center of said drainage ditch to the center line of an existing levee; thence along the former western boundary of said drainage ditch North 64°30' West 1518.3 feet; thence North 8°29' West 1788.8 feet to the North line of the Southeast Quarter of said Section 13; thence North 89°57' West 4035.3 feet along the North line of the Southeast Quarter and Southwest Quarter of said Section 13 to the point of beginning; EXCEPT all that part of a tract of land by Quit-Claim Deed to Nodaway Island Drainage District No. 1, recorded in Book 192, Page 146, dated February 7, 1947, being described as follows: Beginning at a point 250 feet North and 170.8 feet East of the center of the Southeast Quarter of Section 13, Township 58, Range 36, Andrew County, Missouri; thence South 8°10' East, 1685.5 feet; thence South 3° East 874.9 feet; thence North 87° East 200 feet; thence North 3° West, 874.9 feet; thence North 8°10' West, 1685.5 feet; thence West 202.0 feet to the place of beginning. Subject to public roads and highways.

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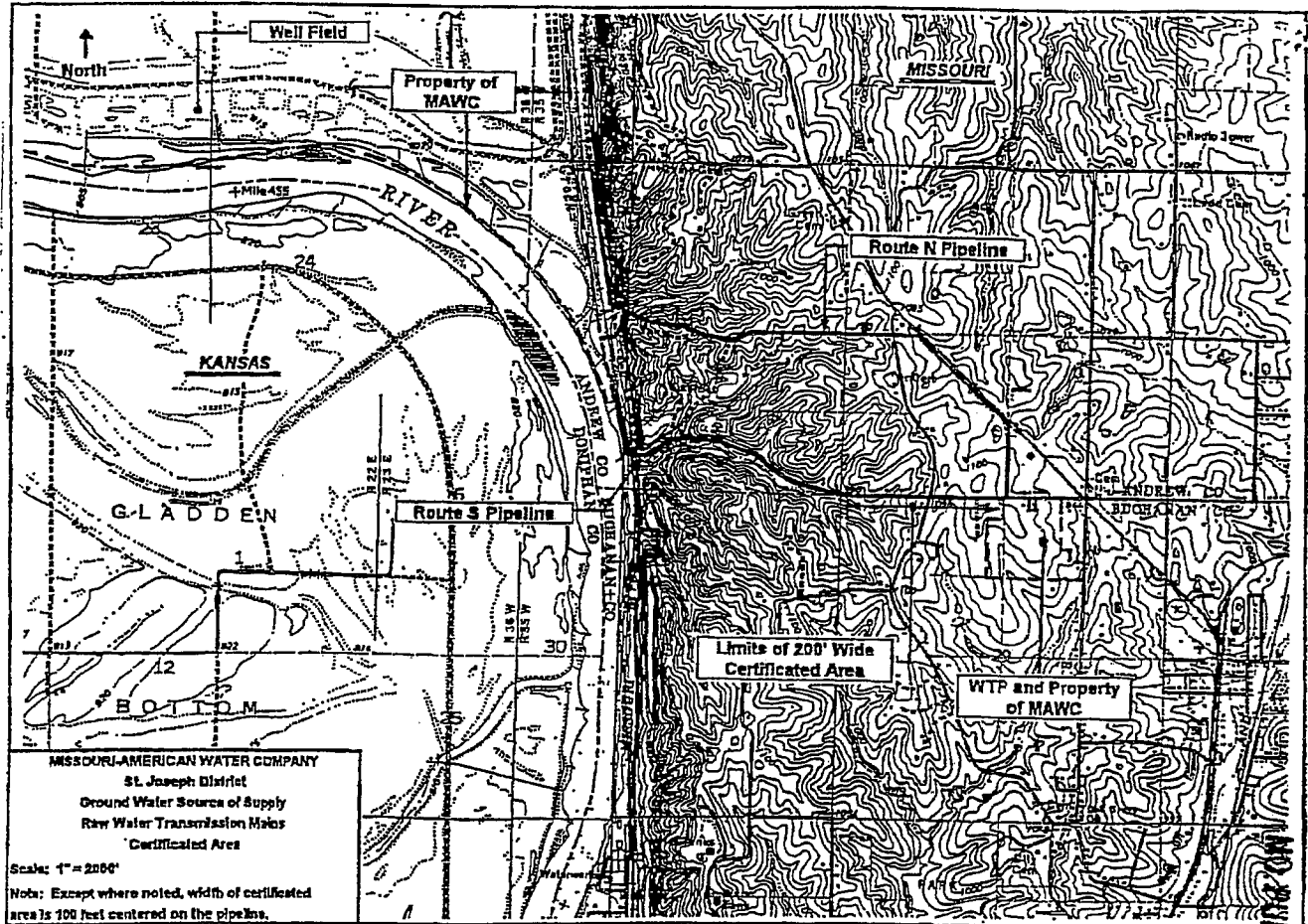
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Map



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Certificated Area as Authorized by Case No. WA-97-46
Legal Description (continued)

Commencing at the south quarter corner of Section 20, Township 58 North, Range 35 West, Andrew County, Missouri; thence along the south line of said section south 89 degrees 51 minutes 21 seconds west, 4.37 feet to the Point of Beginning; thence north 45 degrees 00 minutes 00 seconds west, 7.92 feet; thence north 00 degrees 16 minutes 52 seconds east, 1166.98 feet; thence north 45 degrees 36 minutes 24 seconds west, 480.26 feet; thence north 46 degrees 30 minutes 58 seconds west, 1013.43 feet; thence north 47 degrees 05 minutes 18 seconds west, 197.82 feet; thence north 46 degrees 29 minutes 55 seconds west, 401.69 feet; thence south 89 degrees 52 minutes 26 seconds west, 345.90 feet; thence north 67 degrees 37 minutes 34 seconds west, 52.78 feet; thence south 89 degrees 52 minutes 26 seconds west, 735.80 feet to the west line of said Section 20; thence south 89 degrees 56 minutes 25 seconds west, 742.23 feet to the east right-of-way line of Interstate 229; thence south 89 degrees 58 minutes 17 seconds west, 328.44 feet; thence south 86 degrees 22 minutes 55 seconds west, 102.55 feet; thence south 89 degrees 27 minutes 47 seconds west, 62.74 feet to the west right-of-way line of Interstate 229; thence continuing south 89 degrees 27 minutes 47 seconds west, 162.28 feet; thence north 86 degrees 19 minutes 01 seconds west 59.03 feet; thence north 89 degrees 04 minutes 28 seconds west, 118.74 feet; thence south 44 degrees 41 minutes 36 seconds west, 102.81 feet; thence south 72 degrees 17 minutes 15 seconds west, 140.74 feet; thence north 83 degrees 37 minutes 04 seconds west, 63.16 feet; thence north 89 degrees 01 minutes 07 seconds west, 79.97 feet; thence south 89 degrees 03 minutes 44 seconds west, 121.57 feet; thence north 67 degrees 21 minutes 34 seconds west, 252.32 feet; thence south 86 degrees 25 minutes 36 seconds west, 79.97 feet; thence south 80 degrees 25 minutes 36 seconds west, 79.97 feet; thence south 73 degrees 40 minutes 36 seconds west, 99.93 feet; thence south 67 degrees 39 minutes 31 seconds west, 115.68 feet to the west line of the southeast 1/4 of Section 19, Township 58 North, Range 35 West, Andrew County, Missouri; thence south 56 degrees 19 minutes 45 seconds west, 55.53 feet; thence south 33 degrees 49 minutes 45 seconds west, 52.69 feet; thence south 78 degrees 49 minutes 45 seconds west, 42.31 feet; thence north 89 degrees 55 minutes 15 seconds west, 203.21 feet; thence south 78 degrees 49 minutes 45 seconds west, 104.96 feet; thence north 78 degrees 40 minutes 15 seconds west, 59.81 feet; thence north 59 degrees 10 minutes 15 seconds west, 205.26 feet; thence north 33 degrees 48 minutes 11 seconds west, 116.86 feet to the south line of the northwest 1/4 of said Section 19, said point being 723.27 feet west of the center of said Section 19; thence north 33 degrees 42 minutes 08 seconds west, 44.03 feet; thence north 56 degrees 12 minutes 08 seconds west, 202.05 feet; thence north 33 degrees 42 minutes 08 seconds west, 54.60 feet; thence north 33 degree 42 minutes 08 seconds west, 77.59 feet; thence north 56 degrees 12 minutes 08 seconds west, 41.85 feet; thence north 78 degrees 47 minutes 52 seconds west, 126.70 feet; thence north 56 degrees 12 minutes 08 seconds west, 104.96 feet; thence north 11 degrees 15 minutes 20 seconds west, 1560.87 feet; thence north 09 degrees 59 minutes 50 seconds west, 553.16 feet; thence north 07 degrees 04 minutes 00 seconds west, 223.06 feet; thence north 51 degrees 05 minutes 53 seconds west, 14.18 feet; thence south 83 degrees 54 minutes 07 seconds west, 127.94 feet to the point where said centerline intersects the westerly right-of-way line of the Chicago, Burlington, and Quincy Railroad, said line also being the east line of property currently owned by the Missouri-American Water Company.

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Certificated Area as Authorized by Case No. WA-97-46
Legal Description (continued)

Commencing at the center of Section 19, Township 58 North, Range 35 West, Andrew County, Missouri; thence along the south line of the northwest 1/4 of said section south 89 degrees 55 minutes 45 seconds west, 1156.32 feet; thence north 00 degrees 04 minutes 15 seconds west, 263.97 feet to the Point of Beginning for said line, said point being at the intersection with the north raw waterline; thence south 33 degrees 41 minutes 01 seconds west, 108.80 feet to the eastern right-of-way line of the Chicago, Burlington, and Quincy Railroad; thence south 78 degrees 46 minutes 16 seconds west, 124.65 feet to the western right-of-way line of Chicago, Burlington, and Quincy Railroad, said point also being the east line of property owned by Missouri-American Water Company.

South Route Raw Waterline:

Commencing at the north quarter corner of Section 29, Township 58 North, Range 35 West, Buchanan County, Missouri; thence along the east line of the northwest quarter of said section south 00 degrees 02 minutes 14 seconds west, 35.11 feet to the Point of Beginning; thence south 89 degrees 57 minutes 34 seconds west, 2656.14 feet; thence north 67 degrees 53 minutes 23 seconds west, 79.62 feet to the south line of Section 19, Township 58 North, Range 35 West, Andrew County, Missouri; thence continuing north 67 degrees 53 minutes 23 seconds west, 97.44 feet; thence north 75 degrees 10 minutes 47 seconds west, 392.86 feet to the east right-of-way line of Interstate 229; thence continuing north 75 degrees 10 minutes 47 seconds west, 80.14 feet; thence north 70 degrees 09 minutes 44 seconds west, 79.19 feet; thence north 66 degrees 18 minutes 01 seconds west, 73.83 feet; thence north 63 degrees 45 minutes 09 seconds west, 81.56 feet; thence north 56 degrees 41 minutes 14 seconds west, 141.08 feet; thence north 46 degrees 56 minutes 42 seconds west, 245.18 feet; thence north 55 degrees 17 minutes 49 seconds west, 225.01 feet; thence north 78 degrees 13 minutes 15 seconds west, 281.98 feet to the west right-of-way line of Interstate 229; thence continuing north 78 degrees 13 minutes 15 seconds west, 101.21 feet; thence north 55 degrees 43 minutes 15 seconds west, 187.32 feet; thence north 79 degrees 27 minutes 11 seconds west, 68.83 feet; thence north 87 degrees 56 minutes 54 seconds west, 178.68 feet; thence north 79 degrees 39 minutes 29 seconds west, 123.32 feet; thence south 78 degrees 35 minutes 12 seconds west, 253.22 feet; thence north 75 degrees 18 minutes 01 seconds west, 92.37 feet; thence south 65 degrees 10 minutes 24 seconds west, 93.91 feet; thence south 69 degrees 40 minutes 24 seconds west, 80.02 feet; thence south 59 degrees 03 minutes 00 seconds west, 332.96 feet; thence south 50 degrees 40 minutes 57 seconds west, 61.58 feet; thence south 45 degrees 34 minutes 37 seconds west, 122.45 feet; thence south 68 degrees 04 minutes 37 seconds west, 69.25 feet; thence north 89 degrees 25 minutes 52 seconds west, 311.66 feet; thence north 44 degrees 45 minutes 26 seconds west, 25.64 feet; thence north 00 degrees 14 minutes 34 seconds east, 45.07 feet; thence north 11 degrees 00 minutes 26 seconds west, 116.50 feet; thence north 11 degrees 12 minutes 01 seconds west, 765.0 feet, more or less, to the south boundary of property currently owned by Missouri-American Water Company.

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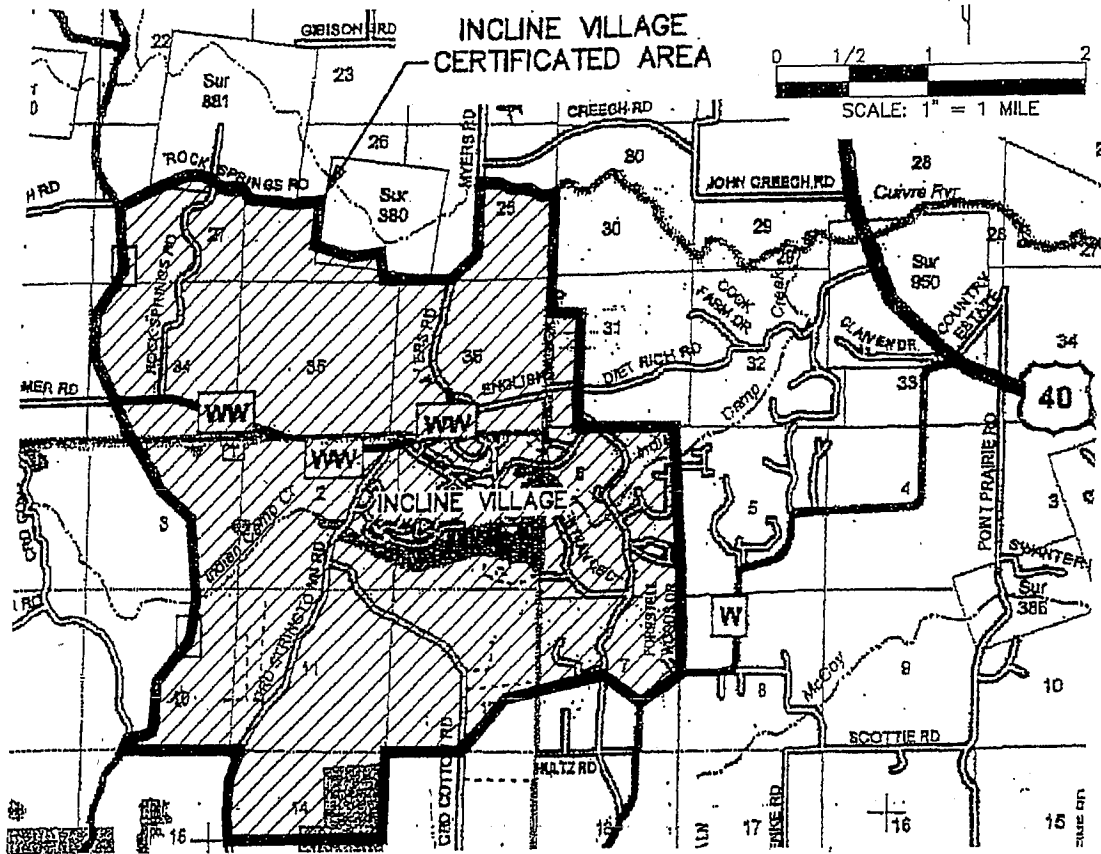
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Incline Village
Subdivision & adjacent areas)
Community, Town or City

**Sewer Service Area
Map**



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727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Incline Village
Subdivision & adjacent areas)
Community, Town or City

Sewer Service Area
Legal Description

AN AREA LOCATED IN PART OF U.S. SURVEYS 380 AND 881, AND PART OF SECTIONS 25, 26, 27 AND 34 AND ALL OF SECTIONS 35 AND 36 IN TOWNSHIP 48 NORTH, RANGE 1 WEST IN LINCOLN COUNTY, ALSO PART OF SECTION 31 IN TOWNSHIP 48 NORTH, RANGE 1 EAST IN ST. CHARLES COUNTY, ALSO ALL OF SECTION 6 AND PART OF SECTION 7 IN TOWNSHIP 47 NORTH, RANGE 1 EAST IN ST. CHARLES COUNTY AND ALL OF SECTIONS 1, 2, 11 AND PART OF SECTIONS 3, 10, 12, 13 AND 14 IN TOWNSHIP 47 NORTH, RANGE 1 WEST IN WARREN COUNTY, MISSOURI AND ADJACENT AREAS ALSO, AND ENCOMPASSING INCLINE VILLAGE IN SAID COUNTIES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF SECTION 10, TOWNSHIP 47 NORTH, RANGE 1 WEST WITH THE WESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY "J", THENCE IN A NORTHWARD DIRECTION ALONG SAID WESTERN RIGHT-OF-WAY OF STATE HIGHWAY "J" TO ITS INTERSECTION WITH ROCK SPRINGS ROAD; THENCE DEPARTING SAID HIGHWAY "J" AND GOING IN AN EASTWARD DIRECTION ALONG THE NORTHERN RIGHT-OF-WAY LINE OF ROCK SPRINGS ROAD AND ITS PROLONGATION EASTWARDLY OF EAST ROCK SPRINGS ROAD TO ITS INTERSECTION WITH MYERS ROAD; THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERN RIGHT-OF-WAY LINE OF MYERS ROAD TO ITS INTERSECTION WITH THE CENTERLINE OF BIG CREEK; THENCE DEPARTING SAID MYERS ROAD GOING IN AN EASTWARD DIRECTION ALONG THE CENTERLINE OF SAID BIG CREEK TO ITS INTERSECTION WITH THE EASTERN LINE OF LINCOLN COUNTY; THENCE IN A SOUTHERN DIRECTION ALONG THE COMMON COUNTY LINE BETWEEN ST. CHARLES COUNTY AND LINCOLN COUNTY TO ITS INTERSECTION WITH HUNN ROAD; THENCE IN AN EASTERLY AND SOUTHERLY DIRECTION ALONG

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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Incline Village
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Sewer Service Area
Legal Description (continued)

THE NORTHERN AND EASTERN RIGHT-OF-WAY LINE OF HUNN ROAD TO ITS INTERSECTION WITH DIETRICH ROAD; THENCE CONTINUING IN A SOUTHERN DIRECTION ALONG THE EASTERN RIGHT-OF-WAY LINE OF SAID DIETRICH ROAD TO ITS INTERSECTION OF THE NORTHERN LINE OF SECTION 6, TOWNSHIP 47 NORTH, RANGE 1 EAST OF ST. CHARLES COUNTY; THENCE DEPARTING SAID DIETRICH ROAD GOING IN AN EASTWARD DIRECTION ALONG THE NORTHERN LINE OF SAID SECTION 6 TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERN LINE OF SAID SECTION 6 TO THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE CONTINUING IN A SOUTHERN DIRECTION ALONG THE EASTERN LINE OF SECTION 7, TOWNSHIP 47 NORTH, RANGE 1 EAST OF ST. CHARLES COUNTY TO ITS INTERSECTION WITH SPARTAN DRIVE; THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERN RIGHT-OF-WAY LINE OF SPARTAN DRIVE AND FORISTELL WOODS DRIVE TO ITS INTERSECTION WITH THE SOUTHERN RIGHT-OF-WAY LINE OF STATE HIGHWAY "W"; THENCE IN A SOUTHWESTERLY AND SOUTHERN DIRECTION ALONG THE SOUTHERN AND EASTERN RIGHT-OF-WAY ON SAID STATE HIGHWAY "W" AN APPROXIMATE DISTANCE OF 1560 FEET TO THE PLUS OR MINUS WATERSHED LINE FOR THE AREA; THENCE DEPARTING SAID STATE HIGHWAY "W" NORTH 67 DEGREES WEST ALONG THE APPROXIMATE WATERSHED LINE A DISTANCE OF 1592 FEET MORE OR LESS TO A POINT; THENCE SOUTH 83 DEGREES WEST ALONG SAID APPROXIMATE WATERSHED LINE A DISTANCE OF 3520 FEET MORE OR LESS TO A POINT; THENCE IN A STRAIGHT LINE IN A SOUTHWESTERLY DIRECTION TO THE SOUTH QUARTER CORNER OF SECTION 12 IN TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE IN A WESTERLY DIRECTION ALONG THE SOUTHERN LINE OF SAID SECTION 12, 2640 FEET MORE OR LESS TO THE COMMON CORNER OF SECTIONS 11, 12, 13 AND 14 OF SAID TOWNSHIP 47 NORTH, RANGE 1 WEST; THENCE IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID SECTION 14, 2640 FEET MORE OR LESS TO THE EAST

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Subdivision & adjacent areas)
Community, Town or City

Sewer Service Area
Legal Description (continued)

QUARTER CORNER OF SAID SECTION 14; THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 14 IN TOWNSHIP 47 NORTH, RANGE 1 WEST TO ITS INTERSECTION WITH THE WESTERN RIGHT-OF-WAY LINE OF NORTH STRINGTOWN ROAD; THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERN RIGHT-OF-WAY LINE OF SAID NORTH STRINGTOWN ROAD TO ITS INTERSECTION WITH THE NORTHERN LINE OF SAID SECTION 14; THENCE DEPARTING NORTH STRINGTOWN ROAD IN A WESTERLY DIRECTION ALONG THE SOUTHERN LINE OF SECTIONS 10 AND 11 TO THE POINT OF BEGINNING.

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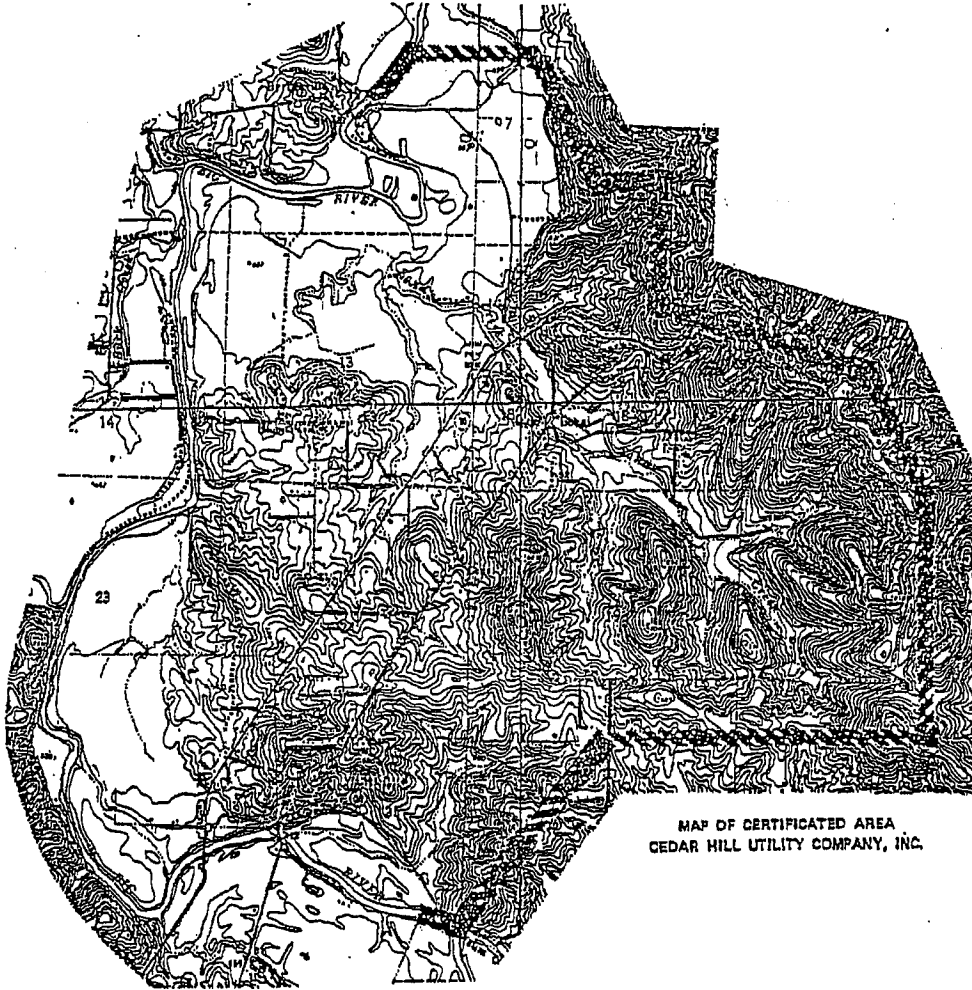
ISSUED BY: Frank Kartmann, President
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Cedar Hill area in Jefferson County)
Community, Town or City

Sewer Service Area
Map



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Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area (Cedar Hill area in
Jefferson County)
Community, Town or City

Sewer Service Area
Legal Description

An area located in Jefferson County, Missouri, more particularly described as follows:

Beginning at the centerline of Big River at a point approximately 3500 feet north of the south line of fractional Section 12, Township 42 North, Range 3 East of the Fifth Principal Meridian; thence east to the southeast corner of the northwest quarter of the northwest quarter of Section 7, Township 42 North, Range 4 East; thence southeasterly to the northeast corner of the southeast quarter of the southwest quarter of said Section 7; thence east to the northwest corner of the southeast quarter of the southeast quarter of said Section 7; thence south to the southwest corner of the northeast quarter of the northeast quarter of Section 18, Township 42 North, Range 4 East; thence southeasterly to the center of Section 17, Township 42 North, Range 4 East; thence southeasterly to the southwest corner of the southeast quarter of the southeast quarter of said Section 17; thence south to the southwest corner of the southeast quarter of the southeast quarter of Section 20, Township 42 North, Range 4 East; thence west along the south line of Sections 20 and 19, Township 42 North, Range 4 East to the southwest corner of the southeast quarter of said Section 19; thence along a line southwesterly to the northwest corner of the southwest quarter of the southwest quarter of Section 30, Township 42 North, Range 4 East and extension thereof to the centerline of Big River; thence northerly along said centerline to the place of beginning.

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