Original Sheet No. <u>Title Page</u>

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

All Missouri Areas

Community, Town or City

RULES GOVERNING RENDERING OF WATER SERVICE

LIBERTY UTILITIES (MISSOURI WATER) LLC (WATER) D.B.A. LIBERTY UTILITIES or LIBERTY

SCHEDULE OF RATES, RULES AND REGULATIONS AND CONDITIONS OF SERVICE GOVERNING THE PROVISION AND TAKING OF WATER SERVICE

Original Sheet No. TOC 1

Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty Name if Issuing Corporation

All Missouri Areas

Community, Town or City Rules and Regulations Governing Rendering of Water Service

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Original Sheet No. TOC 1.a

Sheet No.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	All Missouri Areas
Name if Issuing Corporation	Community, Town or City
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Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Noel, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area

Noel, Missouri



Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	Noel, Missouri
Name if Issuing Corporation	Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

The Company is authorized to own, maintain and operate a waterworks system in the City of Noel, Missouri, as the corporate limits of the same may change from time to time, and in the area adjacent to the City of Noel in McDonald County, Missouri, more particularly described as follows:

(A) All of Lots 29, 30 and 31 in Block 1 of Kistler and Davis Addition to Noel, Missouri; and

(B) All of Lots 29, 30, 31, 32, 33, 34, 35 and 36, and that part of Lots 25, 27 and 28 lying North and East of State Highway P, in Block 2 of Kistler and Davis Addition to Noel, MO; and

(C) All of Lots 5, 6, 9 and 10 in Block 6 of Kistler and Davis Addition to Noel, MO; and

(D) All of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 in McMillen Heights Subdivision in the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 23, Township 21, Range 33; and

(E) All of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 23, Township 21, Range 33, lying North and East of State Highway P.

(F) All of the Northwest Quarter (NW ¼) of Section 23, Township 21, Range 33, exclusive of McMillen Heights Subdivision and EXCEPTING the three following described tracts:

(1) Beginning at a point where the South Right-of-way line of State Highway P intersects with the West line of said Section 23, thence South along said Section line to intersection with the North Right-of-way line of Davis Avenue, thence East along said North Right-of-way of Davis Avenue to intersection with said State Highway P, then Northwesterly along and with the West or South Right-of-way line of said Highway to the point of beginning; and

(2) Beginning at the southeast corner of Lot 22 in Block 1 of Kistler and Davis Addition to Noel, thence South 50°5′ East a distance of 142 feet, thence North 30° East a distance of 50 feet, thence North 16°15′ West a distance of 110 feet, thence North 25° West a distance of 184 feet to the East line of said Kistler and Davis Addition, thence South along said East line of said Addition a distance of 280 feet more or less to the point of beginning; and

(3) Beginning at an iron pin at the northwest corner of Lot 1 in McMillen Subdivision, thence North 23°15′ East a distance of 63 feet 2 inches to an iron pin---the point of beginning: thence North 16°15′ West a distance of 130 feet, thence North 22° West a distance of 60 feet, thence North 73° East a distance of 50 feet, thence South 35° East a distance of 64 feet to an iron pin, thence South 41° East (along road) a distance of 212 feet to an iron pin, thence South 54°15′ East a distance of 35 feet to an iron pin, thence South 48° West a distance of 35 feet, thence South 31°30′ East a distance of 80 feet, thence South 27°45′ East a distance of 160 feet, thence South 61°30′ West a distance of 90 feet to the Easterly Right-of-way of Otis Drive, thence northwesterly along the said Right-of-way of Otis Drive a distance of 381 feet more or less to the point of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Cedar Hill Estates Jefferson County, Missouri

Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



 STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

 P.S.C. MO. No.
 22

 Canceling P.S.C. MO No.

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

Cedar Hill Estates Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

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

Beginning at a point on the westerly right-of-way line of Missouri Route 30 and the centerline of Big River, which point is situated in fractional section 26, Township 42 North, Range 3 East; thence along the meanders of said centerline in a downstream direction to its intersection with a line which bears south 89 degrees 30 minutes east to an old iron pipe; thence south 89 degrees 30 minutes east along said line a distance of 3586 feet, more or less, to the said old iron pipe which marks the northeast corner of Lot 8 of Sherikie Forrest Subdivision, Block 2, as recorded in Book 35, Page 15 of the land records of Jefferson County and being within U.S. Survey 359, Township 42 North, Range 3 East; thence from said old iron pipe south 0 degrees 30 minutes west a distance of 400 feet, more or less, to the westerly rightof-way line of Missouri Route 30; thence southerly along said right-of-way line to the point of beginning. Less an excepting therefrom the following described tracts:

(1) A tract conveyed to Sieveking, Inc. recorded in Book 469, Page 731, of the said land records.

(2) Lots 5 and 6 of Block A of Cedar Hill Estates, as recorded in Plat Book 65, Page 4 of the said land records.

(3) Lot 10 of Block A of Cedar Hill Estates, as recorded in Plat Book 65, Page 4 of the said land records.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty

Crest View Acres, Franklin County, Missouri Community, Town or City



STATE OF MISSOURI, PUB	LIC SERVICE COMMISSION
P.S.C. MO. No.	22
Canceling P.S.C. MO No.	

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

Crest View Acres, Franklin County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

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

Beginning at the Northeast corner of the Northwest quarter of Southeast quarter of Section 36; thence South 0 degrees 45 minutes west along the quarter-quarter section line 1,360 feet, more or less, to the Southeast corner of the Northwest quarter of the Southeast quarter of Section 36; thence along the quarter-quarter section line North 89 degrees 20 minutes West, 1,333 feet, more or less, to the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36; thence along the quarter section line North 0 degrees 50 minutes East 669.9 feet to an O.I.P. at the Northwest corner of the South half of the Northwest quarter of the Southeast quarter of Section 36, as shown on Plat of "CREST VIEW ACRES No. 5"; thence South 88 degrees 40 minutes East, 679 feet, more or less, to the West line of First Street as recorded on Plat of "CREST VIEW ACRES No. 2"; thence North 0 degrees 45 minutes East, 690 feet, more or less to the quarter section line; thence along said quarter section line South 89 degrees 20 minutes East of the point of beginning, and containing 31 acres, more or less.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation High Ridge Manor Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area

High Ridge Manor (Jefferson County)



STATE OF MISSOURI, PUB	LIC SERVICE COMMISSION
P.S.C. MO. No.	22
Canceling P.S.C. MO No.	

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

High Ridge Manor Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

RECORDED IN PLAT BOOK 26 PAGE 8 OF THE JEFFERSON COUNTY RECORDER OF DEEDS

The Northwest quarter of the Southeast quarter, and a part of the East half of the Southwest quarter, and a part of the Southeast quarter of the Northwest quarter, of Section 35, Township 43 North, Range 4 East, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section, thence North 89 degrees 56 minutes 30 seconds West along the South line of said Section, a distance of 995.28 feet to the Southeast corner of Lot 2 of Land O' Lakes Subdivision No. 4 as platted and established, thence North 0 degrees 03 minutes 39 seconds West along the East line of Land O' Lakes distance of Subdivision Nos. 4, 5, and No. 2 as platted and established, a distance of 2,649.06 to the Northeast corner of Lot 33 of Land O' Lakes Subdivision No. 2 as platted and established, thence South 89 degrees 30 minutes West along the North line of said Lot 33 a distance of 401.96 feet to the Northwest corner of said Lot 33, thence North 0 degrees 16 minutes West along the East line of part of Lot 19, Land O' Lakes Subdivision No. 2 and the East line of Lots 18 and 17, Land O' Lakes Subdivision No. 1, a distance of 532.40 feet to the Northeast corner of Lot 17, Land O' Lakes Subdivision No. 1, as platted and established, thence North 89 degrees 44 minutes East, a distance of 50.00 feet, thence North 0 degrees 16 minutes West a distance of 134.42 feet, thence South 37 degrees 56 minutes 50 seconds East, a distance of 158.29 feet, thence South 75 degrees 37 minutes 40 seconds East a distance of 825.14 feet, thence South 13 degrees 24 minutes 10 seconds East, a distance of 350.91 feet to a point on the East and West centerline of said Section 35, thence North 89 degrees 20 minutes 50 seconds East along the centerline of said Section 35, a distance of 1,728.98 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 35, thence South 0 degrees 23 minutes 35 seconds East along the East line of said quarter-quarter Section, a distance of 1,323.23 feet to the Southeast corner of said quarter-quarter Section, thence South 89 degrees 20 minutes 29 seconds West along the South line of said quarter-quarter Section, a distance of 1,372.97 feet to the Southwest corner of said quarter-guarter Section, thence South 0 degrees 39 minutes 10 seconds East along the North and South centerline of said Section 35, a distance of 1,323.36 feet to the point of beginning, containing 111.84 acres.

Also: Thirty-four hundredths (0.34) of an acre, being part of Tract 3 of The William C. Weber Farm in Sections 34 and 35, Township 43 North, Range 4 East plat of which is recorded in plat book 20, at page 21 of the Jefferson County Land Records, described as follows:

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Util	ittes o
Name if Issuing Corpora	ation

High Ridge Manor Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area (Continued)

Beginning at an iron pin in the east boundary line of said Tract Three (3), and marking an the Northwest corner of Southeast quarter of the Northwest quarter of Section 35; proceed thence with the east boundary line of said Tract 3 North 0 degrees 35 minutes West 163.76 feet to the Southeast corner of a tract of land conveyed by Julie Weber to Eugene Skiles and wife, by deed dated October 12, 1959, recorded in book 291 at page 153 of the aforesaid records; thence with the southern boundary line of said Skiles tract South 89 degrees 19 minutes West 153.18 feet to the Southwest corner of said Skiles tract; thence South 38 degrees 30 minutes East 181.97 feet to a point in the East line of said Tract 3; thence North 0 degrees 25 minutes West 32.39 feet to the place of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Hillshine Community Franklin County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area

Hillshine Community (Franklin County)



Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u>

Name if Issuing Corporation

Hillshine Community Franklin County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

The following described area located in Franklin County, Missouri (at Catawissa) and part of the North 1/2 of the Southeast 1/4 of Section 34, Range 2 East, Township 43 North. The area contained in a line beginning at Highway O and Meadow Drive North intersection, thence generally west on Highway O, 1190 feet to Highway HH, thence south on Highway HH approximately 500 feet to the intersection of Meadow Drive West and Highway HH, and thence continuing south on Highway HH another 465 feet, thence North 79 degrees 25 minutes east for 1240 feet, thence generally north 510 feet intersecting Meadow Drive, thence continuing generally north on Meadow Drive North to the point of beginning at the intersection of Highway O and Meadow Drive North; and also including the Catawissa Union Protestant Church located north of Highway O near the intersection of Highways O, N, and HH.

And also including: Part of the South half of the Southeast Quarter of Section 34, Township 43 north, Range 2 East of the 5th P.M., more fully described as follows:

Beginning at a point in the East line of Meadow Drive, which is South 14 degrees 15 minutes East 20 feet and North 75 degrees 45 minutes East 50 feet from the Northeast corner of Lot 20 of Sunshine Acres Subdivision, thence North 75 degrees 45 minutes east to a point in the corner of a creek, thence following the centerline of said creek in a Northeastwardly direction to the intersection with the South line of Missouri Highway O, thence Westwardly on the South line of Missouri Highway O to its intersection with the east line of Meadow Drive, thence Southeastwardly on the East line of Meadow Drive to the point of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Lakewood Hills Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUBI	LIC SERVICE COMMISSION
P.S.C. MO. No.	22
Canceling P.S.C. MO No.	

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

Lakewood Hills Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

All that part of the South ½ of Section 28, part of the North ½, and the Northwest ¼ of the Southwest ¼ in Section 33, and part of the South ½, and part of the Southeast ¼ of Section 32 all in Township 43 North, Range 3 East described as follows:

Beginning at an old stone marking the center of Section 32; thence North 89 degrees 29 minutes West with the quarter section line 675 feet; thence South 0 degrees 01 minute East 675.20 feet; thence South 89 degrees 30 minutes East 330.00 feet; thence South 0 degrees 01 minute East 330.00 feet; thence South 89 degrees 30 minutes East 1342.40 feet to a point; thence continuing South 89 degrees 30 minutes East to the intersection with the center line of Labarque Creek; thence with the center line of Labarque Creek in a Northeasterly direction to its intersection with the East-West guarter section line of Section 33; thence North 89 degrees 44 minutes West with said quarter section line to its intersection with the center line of Wade County Road; thence with the center of said County Road as follows: North 41 degrees 24 minutes East 52.93 feet, North 30 degrees 41 minutes East 320.73 feet, North 0 degrees 14 minutes East 24.4 feet, North 77 degrees 48 minutes East 217.39 feet, South 88 degrees 00 minutes East 175.76 feet, North 71 degrees 56 minutes East 108.45 feet, North 58 degrees 08 minutes East 209.50 feet, North 66 degrees 50 minutes East 170.89 feet, North 65 degrees 56 minutes East 298.37 feet, North 74 degrees 58 minutes East 184.68 feet and North 70 degrees 49 minutes East 113.60 feet; thence departing from said County Road North 18 degrees 53 minutes West 526.85 feet; thence North 44 degrees 46 minutes East 119.00 feet; thence North 14 degrees 43 minutes West 572.00 feet; thence South 70 degrees 00 minutes East 77.00 feet; thence South 41 degrees 20 minutes East 341.05 feet; thence South 47 degrees 00 minutes East 432.0 feet; thence South 15 degrees East 479.55 feet to the center of Wade County Road; thence with said County Road as follows: South 56 degrees 56 minutes East 105.04 feet; South 75 degrees 09 minutes East 210.15 feet; South 80 degrees 24 minutes East 364.00 feet; South 88 degrees 03 minutes East 131.09 feet; North 61 degrees 05 minutes East 194.66 feet; North 80 degrees 56 minutes East 131.98 feet; North 73 degrees 58 minutes East 168.20 feet; and North 84 degrees 38 minutes East 67.21 feet; thence departing from said County Road North 508.60 feet; thence North 89 degrees 58 minutes West 115.00 feet; thence North 18 degrees 15 minutes East 713.77 feet to the approximate center line of State Highway F; thence Westward with the approximate center of said State Highway 4,024.58 feet to the Northward extension of the center of the "Doc Sargent" County Road, from which point the Northwest corner of Section 33, Township 43 North, Range 3 East, bears South 74 degrees 25 minutes West 1,153.60 feet distant; thence departing from the center of said State Highway F and running with the center of said County Road as follows: South 4 degrees 35 minutes West 135.33 feet, South 21 degrees 28 minutes West 121.95 feet; and South 11 degrees 45

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty	<i>y</i> utilities o
Name if Issuing C	orporation

Lakewood Hills Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area (Continued)

minutes West 61.06 feet to the North line of Section 33; thence South 89 degrees 54 minutes West with the North line of said Section 376.88 feet to an old stone marking the Northwest corner of East ½ of West ½ of the Northwest ¼ of said section; thence

South 0 degrees 06 minutes West with the West line of said East ½ of the West ½ of the Northwest ¼ 2716.00 feet to the East-West quarter section line; thence North 89 degrees 44 minutes West with said quarter section line 679.20 feet to a point in the West line of said Section 33; thence North 89 degrees 39 minutes West with the East-West quarter section line of Section 32 1344.40 feet to an old stone; thence North 0 degrees 31 minutes East 1366.40 feet to a stone pile; thence North 89 degrees 39 minutes West 1355.70 feet to an old stone in North-South quarter section line of Section 32; thence South 0 degrees 37 ½ minutes West 1361.00 feet to the place of beginning.

Included within the above description are portions of Lakewood Hills Gem Lake Addition as shown upon plat filed for record in the recorder's office of Jefferson County in plat book 27 at page 11; Lakewood Hills Crystal Lake Addition recorded in plat book 34 at page 17 and Lakewood Hills Whispering Pines Addition recorded in plat book 34 at page 19.

Also added to the above description, Lakewood Hills, Whispering Pines Addition Lots 6, 7, 8 and 9 and all of Lots 24, 25, 26, 27 and 28 in Lakewood Hills, Whispering Pines Addition Plat Three of the Lakewood Hills Subdivision, Jefferson County, Missouri.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation City of Scotsdale Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

City of Scotsdale Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

A certain tract of real estate in the Southwest quarter of Section 4, Township 42 North, Range 4 East, in Jefferson County, Missouri. This area is platted and subdivided under the name of Scotsdale Subdivision.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Warren Woods Subdivision Jefferson County Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area

Warren Woods Subdivision (Jefferson County)



STATE OF MISSOURI, PUBLIC SERVICE COMMISS P.S.C. MO. No. <u>22</u> Canceling P.S.C. MO No	SION Original Sheet No. <u>CA 8.2</u>	
Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty	Warran Woods Subdivision Joffarson County Missouri	
A/D/A LIDERLY OUTILIES OF LIDERLY Name if Issuing Corporation	Warren Woods Subdivision Jefferson County Missouri Community, Town or City	
Rules and Regulations Governing Rendering of Water Service		
Legal Description of Service Area		

Warren Woods Subdivision, a subdivision recorded in the Recorder of Deeds in Jefferson County, Missouri at Plat Book 21, Page 30 more particularly defined as follows:

Beginning at the Southwest corner of Warren Woods Subdivision, said point being along the right-ofway of Old Gravois Road and at the North line of Lot 5 of Bear Creek Subdivision; thence N 1° 56' E, 690 feet more or less to a point; thence N 89° 41'E, 1,163 feet more or less to a point; thence South, 580 feet more or less to a point; thence S 89° 26' W, 766 feet more or less to a point; thence S 0° 16'W, 104 feet more or less to a point; thence S 89° 26'W, 421 feet more or less to the point of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Holiday Hills Resort Taney County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



Liberty Utilities (Missouri Water) LLC (Water)

<u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Holiday Hills Resort Taney County, Missouri

Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

A trace of land in Taney County, Missouri, more particularly described as the b of Lot 1 of the NETCH of Sec. J. Twp, 22, Rep, 21; the NA of the SEP, of said Section 3; the Sh of the Wy of Lot 1 of the NETCH of said feeture J; that part of the D of Lot 2 of NETLY of said Section 3 detculhed as beginning at the SK Opmer of said Eq of Lot 2 of NETLY; there exists a paint near the little wetweather spring; there Last 0 187.62 feet to a point near the little wetweather spring; there Last 0 187.62 feet to a point near the little wetweather spring; there Last 0 187.62 feet to a point near the little wetweather spring; there Last 0 188. Neth 0 50° West 60 feet be a point 572 feet South of the North line of the Point 10 2 of the NEX of said Section 1; thence North 0 20° 7.5° East 950.59 feet to the East line of said D; of Lot 2 NEX; thereo Next line of the Southeast Corner of said EY of Lot 2 of the NEX; thereo Next Along the South line of said EY of Lot 2 of the NEX to the point of beginning. All of the subdivisit. of Heritage Place lies within the above described trace of Land, And, also, a trace of Land described as all that part of the Highway 66 (new Hay, 76 January, 1964) i cight-of-way Jong the East side thereof. (The subdivisit. of Heritage Place lies within the above described trace of Land, And, also, a trace of Land described as all that part of the Highway 66 (new 76 watproximately 490 feet to a point which is the SW Opmer of Lot 13 of said Heritage fracters subdivision there on North 926 West 167.71 feet; phene North 50° marce 75 feet; there North 36 West 10.63 MeV there with apring Nithers to the West line of Baid NA; there South Along the west line of said Heritage fracters whith on the South Cight-of-way line of Highway 66 (new 76); there of North 60° marce 75 point on the South Cight-of-way line of Highway 66 (new 76); there of the SM point on the South Cight of was 167.71 feet; phene North 50° marce 76 point on the South Cightway 66 (new 76); there the SM point of Baid NA; theres Bouth Along the we

THE FULLOWING ARE EXCEPTIONS FROM THE ABOVE LEGAL DESCRIPTION:

 All of Country Club Estates, a subdivision, as per the recorded plat hereof.

2. All of Heritage Estates, a subdivision, as per the recorded plat thereof.

3. All of a tract of land being a part of the NEW of the SMM, Section 2, township 22, Pange 21, more particularly described as follows: Starting at a point 280 feet Nest of the NE corner of said NEW of SMM of Section 2: thence South to the South right-of-way line of Mighawy 86 (new 76) for a point of beginning; thence Seat to a point on said South right-of-way line, which point is 50 feet East of the East boundary line of Bertage Estatus; thence SMM 109.65 feet; thence East to a point due South of the point of beginning; thence North to the point of beginning.

The following described tract is subject to a 30 foot road easement along the North and East sides thereof: A tract in the N₂ of the SWA of Section 2, Township 22, Range 21, described as follows: Beginning at the SN corner of said Section 2; theree North along the East line of said SWA, 2401.89 feet; theree West 496.50 feet; to a new point of beginning; theree South 109.65 feet; theree Mest 150.29 feet; theree N24'7'30"E, 123.21 feet; theree S1'30'W, 2.60 feet; theree East 100 feet to the new point of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

<u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Holiday Hills Resort Taney County, Missouri

Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area (Continued)

This is a subdivision of land in the North 1/2 of the Southwest 1/4 of Section 2, Tourship 22 North, Range 21 Nort, Tanga Sounty, Missmari, more particularly described as follows:

Gounty, Maamari, more particularly described on failend: Beginning at the Northensi corner of Lot 21, Merlings Estates as per recorded plat thereout, and point being 1122.35 fact Horth and 1670.89 fast East of the Southmast corner of the Horth 1/2 of the Southmast 1/h of sould Seation 2, thence 0 67° 09' 8 store a 6.6555 curve to the loft, 10.00 foot, thence 0 67° 09' 8 store a 6.6555 curve to the loft, 10.00 foot, thence 0 67° 09' 8 store a 6.6555 curve to the loft, 10.00 foot, thence 0 67° 09' 8 store a 6.6555 curve to the loft, 10.00 foot, thence 0 67° 09' 8 store a 6.6555 curve to the loft, 10.00 foot, thence 0 67° 09' 8 store a 6.6555 curve to the loft, 91.99 foot, thence 5 16° 29.5' N, 112.52 feet, thence 5 53° 1.11' N, 303.23; foot, thence 5 16° 29.5' N, 112.52 feet, thence 5 53° 1.11' N, 303.23; foot, thence 5 76° 11.5' X, 156.10 feet, thence 5 614 16.5' N, 10.00 foot, thence 5 76° 11.5' X, 121.13 feet, thence 5 79° 25' N, 113.31 foot, thence 5 76° 11.5' X, 121.13 feet, thence 8 76° 26' H, 114.16 feet, thence 1 65' 16.5' N, 161.17 foot, thence H 25° 39.5' E, 116.65 feet, thence H 61° 20.5' K along a 19.5510° curve to the right, 606.79 feet, thence H 61° 20.5' K along a 19.5510° curve to the right, 606.79 feet, thence H 71° 27' K, 19.00 feet, thence H 26° 11.5' E, 196.50 feet, thence H 72° 01.5' E, 153.65 feet, thence H 60° 11.5' E, 196.50 feet, thence H 72° 01.5' K, 153.65 feet, thence store along a 3.9003' curve to the right, 176.60 fact, thence S 71° 17.5' E, 116.3h feet, thence f 0° 26.5' X, 67.17 feet, thence N 60° 31.5' E, 106.16 curve to the right, 176.60 fact, thence S 71° 17.5' E, 116.3h feet, thence f 0° 26.5' X, 87.17 feet, thence N 61° 36' S, 153.96 feet, thence N 69° 18' S, 62.36 feet, to the South line of eatd Lot 21 having a 5.6919° curve to the left, 71.05 feet to the South line of eatd Lot 21, thence N 69° 18' S, 62.36 feet, to the South line of eatd Lot 21, thence N 69° 18' S, 62.36 feet, to the Jouth line of eatd Lot 21, thaving a 5.6919° curve to the lef

Also known as:

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All of Lots 1, 2, 3, 4, 5, 6, and 7 in Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 12, and 13 in Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 in Block 3, all in COUNTRY CLUB ESTATES, a subdivision as per the recorded plut therwof, Taney County, Missouri.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Ozark Mountain Resort Stone County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Ozark Mountain Resort Stone County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

A parcel of land situated in the E ½ of the SE ¼ of Section 16 and the SW ¼ of Section 15, Township 22 North, Range 23 West, Stone County, Missouri, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 16, thence N 87 degrees 33'28" W along the South line of the SE ¼, 621.13 feet, to the East R/W line of Missouri State Highway #13, thence northerly along said East R/W line to the North line of the SW ¼ of Section 15, 103.62 feet to Corps of Engineers monument # T648-5, thence along the government fee taking line, Table Rock Lake, to the Southeast corner of the SW ¼ of the SW ¼ of said Section 15, thence N 87 degrees 34'53" W, 1315.91 feet to the point of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Timber Creek Resort Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



Timber Creek Resort (Jefferson County)

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u>

Name if Issuing Corporation

Timber Creek Resort Jefferson County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

A tract of land in parts of Sections 21 and 28, Township 39 North, Range 5 East in Jefferson County, Missouri being more particularly described as follows: commencing at the Section Corner common to Sections 21, 22, 29 and 28; thence along the North line of said Section 28, North 89 degrees 16 minutes 19 seconds West, 283.16 feet to the West line of a 100 foot wide abandoned railroad to the point of beginning; thence southerly on a non-tangent curve concave southeasterly, having a radius 931.47 feet a chord bearing South 07 degrees 32 minutes 56 seconds West an arc distance 473.98 feet to a point of tangent; thence South 07 degrees 01 minutes 43 seconds East 600.00 feet to a point of curve: thence along a curve concave westerly having a radius of 1024.30 feet a chord bearing South 00 degrees 58 minutes 16 seconds West an arc distance of 286.02 feet to a point on the south line of the North ½ of the North 1/2, of said Section 28; thence South 89 degrees 30 minutes 09 seconds West 1106.58 to a found iron rail; then continuing on said North line South 89 degrees 30 minutes 09 seconds West 1339.06 feet to a found iron rail; thence continuing on said North line South 89 degrees 26 minutes 03 seconds West 1322.21 feet to a point 30.00 feet East of the southwest corner of the Northeast ¼ of the Northwest ¼ of said Section 28; thence North 01 degrees 53 minutes 59 seconds East 662.34 feet to a point; thence South 89 degrees 33 minutes 42 seconds West 30.03 feet to a point on the West line of the said Northeast ¼ of the Northwest ¼ of Section 28; thence North 01 degrees 53 minutes 59 seconds East 687.47 feet to a point on the North line of said Section 28; thence westerly along said North line South 89 degrees 59 minutes 18 seconds West 263.97 feet to the easterly right-of-way line of Missouri State Highway Route 67; thence along the said light-of-way line North 04 degrees 51 minutes 26 seconds East 612.52 feet; thence South 85 degrees 08 minutes 34 seconds East 25.00 feet; thence North 04 degrees 51 minutes 26 seconds East 1200.00 feet; thence North 85 degrees 08 minutes 34 seconds West 25.00 feet thence North 04 degrees 51 minutes 26 seconds East 867.51 feet to a point on the North line of the South ½, of said Section 21; thence leaving the said right-of-way line along the said North line of the South ½ North 89 degrees 16 minutes 10 seconds East 1414.75 feet to the center of said Section 21; thence North 89 degrees 27 minutes 46 seconds East 1415.39 feet to a point on the westerly line of Propst Acres a subdivision recorded in Plat Book 45 on page 8 and also being the northeast corner of the Northwest ¼ of the Southeast ¼ of said Section 21; thence South 02 degrees 41 minutes 23 seconds West 1309.06 feet to an iron rod marking the Northwest corner of the Southeast ¼ of the Southeast ¼ of said Section 21; thence North 89 degrees 27 minutes 45 seconds East 1258.33 feet to a point on the westerly right-of-way line of Missouri State Highway "II" (60' wide); thence southeasterly along said right-of-way line South 27 degrees 52 minutes 25 seconds East 180.37 feet; thence leaving said right-ofway line South 02 degrees 14 minutes 06 seconds West 803.79 feet to a point in the said northerly rightof-way of the abandoned railroad; thence along a curve concave southerly having a radius of 931.47 feet, a chord bearing South 37 degrees 24 minutes 21 seconds an arc distance or 496.80 to the point of beginning containing 331.65 acres more or less.

Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Lake St. Clair Franklin County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



Lake St. Clair (Franklin County)

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

Lake St. Clair Franklin County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

Beginning at the Southwest corner of the Southeast Quarter of Section 2, Township 41 North, Range 1 West of the Fifth (5th) Principal Meridian, Franklin County, Missouri; thence East along the South line of Section 2 to the West right-of-way of Missouri State Route PP; thence North along said right-of-way to the South line of the Northeast Quarter of the Southeast Quarter of Section 2; thence West along said South line 658.73 ft.: thence North 1330.85 ft.; thence North 89 degrees 24 minutes West 694.67 ft. to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 2; thence North along the East line of the West half of the Northeast Quarter of Section 2 to the Northeast corner of the Southwest Quarter of the said Northeast Quarter; thence along the North line of the South half of the said Northeast Quarter to the Northeast corner of Southeast Quarter of the Northwest Quarter of Section 2; thence along the North line of the South half of the said Northwest Quarter to a point that is 432.00 ft. East of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 2; thence South 0 degrees 12 minutes West 424.59 ft.; thence North 89 degrees 31 minutes West 409.10 ft. to a point on the East right-of-way of Peacock Road, said point being 25.0 ft. East of the West line of said Northwest Quarter; thence in a Southerly direction along said right-of-way to the South line of the North half of the Southwest Quarter of Section 2; thence Easterly along said South line to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 2; thence Southerly along the West line of the East half of the Southwest Quarter to the Southwest comer of the Southeast Quarter of the Southwest Quarter; thence Westerly along the South line of Section 2 to the East right-of-way of County Road, said right-of-way being 25.0 ft. East of the West line of Section 11; thence Southerly along the said right-of-way to the South line of the North half of the Northwest Quarter of said Section 11; thence Easterly along said South line to the Southeast corner of the North half of the Northwest Quarter of said Section 11; thence Northerly along the East line of the said North half of the Northwest Quarter to the point of beginning, containing 460 acres, more or less.

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u>

Name if Issuing Corporation

Bolivar Polk County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area

Bolivar (Polk County)



Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation

Bolivar Polk County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

Beginning at the Northwest corner of the Southeast Quarter of said Section Thirty-three (33), Township Thirtyfour (34), Range Twenty-three (23); Thence East along the North line of said Southeast Quarter of Section Thirty-three (33) to the Northeast corner of said Southeast Quarter; Thence continuing East along the North line of the Southwest Quarter and Southeast Quarter of said Section Thirty-four (34), Section Thirty-five (35), and Section Thirty-six (36) all in Township Thirty-four (34), Range Twenty-three (23) to the Northeast corner of said Southeast Quarter of Section 36, said point also being the intersection of Missouri Highway D and East 425th Road; Thence along the jog in the Range Line, if any, to the Northwest corner of the Southwest Quarter of Section Thirty-one (31), Township Thirty-four (34), Range Twenty-two (22); Thence East along the North line of the Southwest Quarter and the Southeast Quarter to the Northeast corner of said Southeast Quarter of Section Thirty-one (31), said point being the intersection of East 425th Road and South 140th Road; Thence South along the East line of said Southeast Quarter of Section Thirty-one (31) to the Southeast corner of said Southeast Quarter of Section Thirty-one (31); Thence continuing South along the East line of the Northeast Quarter of Section Six (6), Township Thirty-three (33), Range Twenty-two (22), to the Southeast corner of said Northeast Quarter of Section Six (6); Thence East along the North line of the Southwest Quarter and the Southeast Quarter of Section Five (5), Township Thirty-three (33), Range Twenty-two (22) to the Northeast corner of said Southeast Quarter of Section Five (5); Thence East along the North line of the Southwest Quarter and Northwest Quarter of the Southeast Quarter of Section Four (4), Township Thirty-three (33), Range Twenty-two (22) to the Northeast corner of the said Northwest Quarter of the Southeast Quarter of Section Four (4); Thence South along the East line of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter to the Southeast corner of said Southwest Quarter of the Southeast Quarter of Section Four (4); Thence continuing South along the East line of the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of said Section Nine (9), Township Thirty-three (33), Range Twenty-two (22) to the Southeast corner of said Southwest Quarter of the Northeast Quarter of Section Nine (9); Thence continuing South along the East line of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of said Section Nine (9) to the Southeast corner of said Southwest Quarter of the Southeast Quarter of Section (9); Thence continuing South along the East line of the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section Sixteen (16), Township Thirty-three (33), Range Twenty-two (22) to the Southeast corner of said Southwest Quarter of the Northeast Quarter of Section Sixteen (16); Thence West along the South line of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of said Section Sixteen (16) and the South line of the Northeast Quarter and the Northwest Quarter of Section Seventeen (17), Township Thirty-three (33), Range Twenty-two (22) to the Southwest corner of said Northwest Quarter of Section Seventeen (17), said corner also being the Northeast corner of the Southeast Quarter of Section Eighteen (18), Township Thirty-three (33), Range Twenty-two (22); Thence South along the East line of the Southeast Quarter of said Section Eighteen (18) and the East line of Section Nineteen (19), Township

 STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

 P.S.C. MO. No.
 22

 Canceling P.S.C. MO No.

Liberty Utilities (Missouri Water) LLC (Water)

<u>d/b/a Liberty Utilities or Liberty</u>	Bolivar Polk County, Missouri
Name if Issuing Corporation	Community, Town or City
Rules and Regulations Governing Rendering of Water Service	
Legal Description of Service Area (Continued)	

Thirty-three (33), Range Twenty-two (22) to the Northeast corner of said Section Thirty (30), Township Thirtythree (33), Range Twenty-two (22); Thence South along the East line of said Section Thirty (30), said line also being the centerline of South 140th Road, to the Northeast corner of Section Thirty-one (31), Township Thirtythree (33), Range Twenty-two (22); Thence South along the East line of said Section Thirty-one (31) to the Southeast corner of the Northeast Quarter of said Section Thirty-one (31); Thence West along the South line of said Northeast Quarter of Section Thirty-one (31) to the East Right-of-Way line of Highway 13 (South 138th Road); Thence Southeasterly along said Right-of-Way line of Highway 13 to the Southwest corner of Parcel 16.01 of Section Thirty-one (31), Township Thirty-three (33), Range Twenty-two (22), recorded in Book 2019L at Page 4814; Thence along the South line of said Parcel 16.01 and the South line of Parcel 8.01 of Section Thirty-two (32), Township Thirty-three (33), Range Twenty-two (22), recorded in Book 2019L at Page 4814 to the Northeast corner of Parcel 9 of Section Thirty-two (32), Township Thirty-three (33), Range Twenty-two (22), recorded in Book 2018L at Page 354; Thence South along the East line of said Parcel 9 of Section Thirty-two (32) to the South line of said Section Thirty-two (32), said point being on the centerline of East 490th Road; Thence West along said centerline of East 490th Road as it curves and crosses Highway 13 in Sections Five (5) and Six (6), Township Thirty-two (32), Range Twenty-two (22), to the intersection with South 135th Road at the South line of Section Thirty-one (31), Township Thirty-three (33), Range Twenty-two (22); Thence West along the South line of said Section Thirty-one (31) to the Southwest corner of said Section Thirty-one (31), said point being the Southeast corner of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-three (23); Thence West along the South line of said Section Thirty-six (36) to the centerline of South 127th Road; Thence North along said centerline of South 127th Road to the North line of said Section Thirty-six (36), said point being on the centerline of State Highway "U"; Thence West along the North line of said Section Thirty-six (36) and Section Thirty-five (35) to the Northwest corner of the Northeast Quarter of Section Thirty-five (35), Township Thirty-three (33), Range Twenty-three (23), said point also being the centerline of South 115th Road (Shelton Road); Thence North along the West line of the Southeast Quarter and Northeast Quarter of Section Twenty-six (26) and the West line of the Southeast Quarter and South Half of the Northeast Quarter of Section Twenty-three (23) all in Township Thirty-three (33), Range Twenty-three (23), said line being the centerline of South 115th Road, to a point directly East of the Northeast corner of Parcel 9 of Section Twenty-three (23), Township Thirty-three (33), Range Twenty-three (23), recorded in Book 625 at Page 894; Thence West along the North line of said Parcel 9 of Section Twenty-three (23) and Parcel 5 of Section Twenty-two (22), Township Thirty-three (33), Range Twenty-three (23), recorded in Book 484 at Page 562 to the centerline of South 107th Road; Thence North along said centerline of South 107th Road, to the North line of the Southeast Quarter of said Section Fifteen (15), Township Thirty-three (33), Range Twenty-three (23); Thence West along the North line of said Southeast Quarter and the North line of the Southwest Quarter of Section Fifteen (15) and the North line of the Southeast Quarter of Section Sixteen (16), Township Thirty-three (33), Range Twenty-three (23) to the centerline of "T" Highway, said point being the Southwest corner of the Northeast Quarter of said Section Sixteen (16); Thence North along the West line of said Northeast Quarter of Section Sixteen (16)

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	Bolivar Polk County, Missouri
Name if Issuing Corporation	Community, Town or City
Rules and Regulations Governing Rendering of Water Service	
Legal Description of Service Area (Continued).	

to the Northwest corner of said Northeast Quarter of Section Sixteen (16), said point being the Southwest corner of the Southeast Quarter of Section Nine (9), Township Thirty-three (33), Range Twenty-three (23); Thence North along the West line of the Southeast Quarter and the Northeast Quarter of said Section Nine (9) to the Northwest corner of the Northeast Quarter of said Section Nine (9), said point being on the centerline of Highway 32, Thence West along the North line of the Northwest Quarter of said Section Nine (9) to the Northwest corner of said Section Nine (9), said point also being the Southeast corner of the Southwest Quarter of Section Four (4), Township Thirty-three (33), Range Twenty-three (23), and the centerline of South 90th Road; Thence North along the West line of said Section Four (4) to the Northwest corner of said Section Four (4), said line also being the centerline of South 90th Road; Thence West along the South line of Section Thirtythree (33), Township Thirty-four (34), Range Twenty-three (23) to the Southwest corner of said Section Thirtythree (33); Thence North along the West line of said Section Thirty-three (33), said line also being the centerline of said South 90th Road, to the centerline of East 425th Road; Thence East along said centerline of East 425th Road as it curves and crosses Highway 13, to the East line of the Northwest Quarter of said Section Thirty-three (33); Thence South along the East line of said Northwest Quarter and the centerline of said East 425th Road, to the Northwest corner of the Southeast Quarter of said Section Thirty-three (33), said point being the Point of Beginning.

Less and except the water system rights in the following sections and subdivisions:

The intent of this description is to exclude all rights to the water system in the following described area. This exception falls within the above described Polk County Service Area Limit Line. The following described area includes all or part of the following sections and sub-divisions: The Northeast Quarter of Section Twenty-three (23), Township Thirty-three (33) North, Range Twenty-three (23) West and the Northwest Quarter of Section Twenty-three (24), Township Thirty-three (33) North, Range Twenty-three (23) West, Prairie Heights, Prairie Heights First Addition, Prairie Heights Mini Estates and Prairie Lane Estates all in Polk County, Missouri. More particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section Twenty-three (23) said point being the intersection of East 460th Road and South 115th Road; Thence South along the West line of said Northeast Quarter to the Southwest corner of the Northwest Quarter of the said Northeast Quarter of Section Twenty-three (23), said line being the centerline of South 115th Road; Thence East along the South line of said Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of said Section Twenty-three (23) to the Southwest corner of the Northwest Quarter of said Section Twenty-four (24) to the West Right-of-Way line of Highway 13, following all bends and curves, to the North line of said Section Twenty-three (23); Thence West along the North line of said Section Twenty-three (23) to the point of beginning.

Original Sheet No. CA 14.1

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Oakbrier Estates, Wayne County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Oakbrier Estates, Wayne County, Missouri

Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

Boundary Description

All that part of the Southeast Quarter of Section 35, Township 26 North, Range 6 East of County Road 543.

AND ALSO,

All that part of the South one-half of the North one-half and the South one-half of Section 35, Township 26 North, Range 6 East lying West of County Road 543.

AND ALSO,

All of the Northeast Quarter of Section 34, Township 26 North, Range 6 East. Except the north half of the northwest quarter of the northwest quarter, the north half of the northwest quarter of the northeast quarter of the northwest quarter, and the north half of the northeast quarter of the northeast quarter of the northeast quarter of Section 34, Township 26 North, Range 6 East.

AND ALSO,

The North half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 2, Township 25 North, Range 6 East.
Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Lakeland Heights Wayne and Butler County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUB	LIC SERVICE COMMISSION
P.S.C. MO. No.	22
Canceling P.S.C. MO No.	

Liberty Utilities (Missouri Water) LLC	(Water)
d/b/a Liberty Utilities or Liberty	

Name if Issuing Corporation

Lakeland Heights Wayne and Butler County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

A Tract of land in Wayne County, Missouri, described as follows:

The Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter all in Section 4, Township 26 North, Range 7 East, and all of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter all in Section 3, Township 26 North, Range 7 East.

A Tract of land in Butler County, Missouri, described as follows:

The Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter all in Section 9, Township 26 North, Range 7 East and the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter all in Section 10, Township 26 North, Range 7 East.

Original Sheet No. CA 16.1

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Whispering Hills, Wayne County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUB	LIC SERVICE COMMISSION
P.S.C. MO. No.	22
Canceling P.S.C. MO No.	

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u>

Name if Issuing Corporation

Whispering Hills, Wayne County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

LEGAL DESCRIPTION OF SERVICE AREA

All of the Northwest Quarter of Section 26, Township 27 North, Range 7 East, and all of the Southwest Quarter of the Southwest Quarter of Section 23, Township 27 North, Range 7 East, containing 170 acres, more or less, all in Wayne County, Missouri .

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Bilyeu Ridge Subdivision Unincorporated Area in Christian County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area

Map of Service Area



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION P.S.C. MO. No. 22 Canceling P.S.C. MO No.	Original Sheet No. <u>CA 17.2</u>
Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation	Bilyeu Ridge Subdivision Unincorporated Area in Christian County, Missouri Community, Town or City
Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area	

Part of the East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 11, Township 26N, Range 22W, Christian County, Missouri, described as beginning at the Southwest corner of said East Half of the Northwest Quarter; thence along the West line of said East Half of the Northwest Quarter N00°34'33" E 2105.92 feet; thence N80°44'49"E 658.45 feet; thence S 1 1 '03' 10"E 568.24 feet; thence N89°57' 51"E 576.67 feet to the East line of said East Half of the Northwest Quarter; thence along said East line S00°36'48"W 1620.01 feet to the South line of said East Half of the Northwest Quarter; thence West to the point of beginning.

Part of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section 11, Township 26N, Range 22W, Christian County, Missouri, described as commencing at the Northwest corner of said Section 11; thence S00°32'15" W 665.95 feet to the Northwest corner of the South Half of the Northwest Quarter of the Northwest Quarter for a true point of beginning; Thence N87°42'17"E 1341.43 feet to the Northeast corner of said South Half of the Northwest Quarter of the Northwest Quarter; thence along the East line of said West Half of the Northwest Quarter S00°33'45"W 1097.26 feet; thence S67°46'W 295.82 feet; thence N26° 30' W 71.78 feet; thence N41° 47' 30"W 247.18 feet; thence N57°46' W 318.32 feet; thence N08°45'55"W 93.91 feet to the North line of the Southwest Quarter of the Northwest Quarter; thence S87°58' 14"W 610. 70 feet to the Southwest corner of the South Half of the Northwest Quarter of the Northwest Quarter; thence S87°58' 14"W 610. 70 feet to the Southwest corner of the South Half of the Northwest Quarter of the Northwest Quarter; thence along the West line thereof N00°32'15"E 665.95 feet to the point of beginning.

The Southwest Quarter (SW 1/4) and the West Half of the Southeast Quarter (W 1/2 SE 1/4), all in Section 11, Township 26N, Range 22W, Christian County, Missouri.

The Northwest Quarter (NW I/4) of Section 14, Township 26N, Range 22W, Christian County, Missouri, lying North of a county road; EXCEPT the West 605 feet thereof.

The Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 14, Township 26N, Range 22W, Christian County, Missouri, lying North of a county road.

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Hidden Meadow Estates Subdivision Unincorporated Area in Christian County, Missouri Community, Town or City





Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Hidden Meadow Estates Subdivision Unincorporated Area in Christian County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

Legal Description of Service Area

Hidden Meadow Estates, a subdivision in Christian County, Missouri; and all that part of the remainder of Section 21, Township 27, Range 23 lying south and east of the old Missouri Pacific Railroad right-of-way, in Christian County, Missouri.

Boundary Description

From the Southwest corner of Section 21, Township 27, Range 23, Christian County, Missouri, then east along the section line to the southeast corner of said section, thence north along the section line to the northeast corner of said section, thence west along the section line to the eastern boundary of the old Missouri Pacific Railroad right-of-way, thence southwesterly along said boundary line to the most southwest corner of Hidden Meadow Estates, a subdivision in Christian County, Missouri, thence due cast to the western section line of said section, thence south along the section line to the point of beginning.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Moore Bend Subdivision, Taney County, Missouri Community, Town or City



Bull Shoals Lake Reservoir

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty Name if Issuing Corporation Moore Bend Subdivision, Taney County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

All that part of the SW 1/4 of Section 34, Township 23, Range 20, in Taney County, Missouri, described as follows: Beginning at the SE corner of said SW 1/4, thence North 990 feet, thence Northwesterly to the NW corner of said SW 1/4, thence South 1980 feet, thence East 330 feet, thence East 660 feet, thence South 660 feet, thence West 330 feet, thence South 330 feet to the South line of said SW 1/4, thence East to the point of beginning.

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Riverfork Ranch Subdivision Unincorporated Area in Stone County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUBL	IC SERVICE COMMISSION
P.S.C. MO. No.	22
Canceling P.S.C. MO No.	

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Riverfork Ranch Subdivision Unincorporated Area in Stone County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

A tract of land situated in Sections 4, 5, 8, 9, and 16 of Township 26 North, Range 22 West, Stone County, Missouri, being more particularly described as follows: Beginning at the intersection of the East Bank of the James River and the North Bank of Finley Creek in said Section 8; thence Northerly along said East Bank of the James River to a point where said East Bank intersects the West line of the NE I/4 SE 1/4 in said Section 5; thence South along said West line to the Southwest corner of said NE 1/4 SE 1/4; thence East along the South line of said NE 1/4 SE 1/4 to the Southeast corner of said NE 1/4 SE 1/4; thence continue East along the South line of the NW 1/4

SW 1/4 of said Section 4 to the Southeast corner of said NW I /4 SW 1/4; thence North along the East line of said NW 1/4 SW 1/4 to the Northeast corner of said NW 1/4 SW 1/4; thence East along the North line of the NE 1/4 SW 1/4 of said Section 4 to a point on the Westerly right-of-way line of M.S.H.D. No. "M"; thence Southwesterly along said West right-of-way line to a point on the North line of said Section 9, thence East along said North line, 650 feet, more or less to a point on the centerline of a large hollow; thence Southeasterly along said hollow centerline 2100 feet, more or less, thence South 20 degrees East, 1050 feet, more or less, to a point on the North bank of said Finley Creek; in said Section 9, thence along said North Bank in a Southerly and Westerly direction to the point of beginning.

Original Sheet No. CA 21.1

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u>

Name if Issuing Corporation

Lakeway Village Unincorporated Area of Taney County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION		
P.S.C. MO. No. 22	Original Sheet No. <u>CA 21.2</u>	
Canceling P.S.C. MO No.		
Liberty Utilities (Missouri Water) LLC (Water)	Lakeway Village	
d/b/a Liberty Utilities or Liberty	Unincorporated Area of Taney County, Missouri	
Name if Issuing Corporation	Community, Town or City	
Rules and Regulations Gove	erning Rendering of Water Service	
Legal Descript	tion of Service Area	

A tract of land situated on Section 36, Township 24 North, Range 20 West, Taney County, Missouri, being all of the SW 1/4 and that part of the SW 1/4 of the NW 1/4 being more particularly described as follows: Beginning in the Northwest corner of the said SW 1/4 NW 1/4, thence South 89 degrees 50' 40" East along the North line of said SW 1/4 of the NW 1/4, 136.21 feet to a point on the centerline of the bed of the branch; thence along said centerline as follows- S36 degrees 07' 34" E, 78.80 feet; thence South 22 degrees 02' 30" East, 186.08 feet; thence South 57 degrees 05' 00" East, 100.54 feet; thence South 71 degrees 59' 00" East, 210.81 feet; thence South 73 degrees 02' and 00" East 194.92 feet; thence South 7 degrees 41' 00" West 158.84 feet; thence South 13 degrees 57' 00" East, 256.58 feet; thence South 23 degrees 32' 30", 128.40 feet; thence South 15 degrees 11' 30" West, 235.00 feet; thence South 11 degrees 50' 30" West, 75.44 feet to a point on the South line of said SW 1/4 of the NW 1/4; thence North 89 degrees 39' 19" West along said South line, 640.24 feet; thence North 0 degrees 30' 58" West 600.00 feet; thence North 89 degrees 39' 19" West, 11.00 feet; thence North 24 degrees 39' 21" West, 165.60 feet to a point on the West line of said SW 1/4 of the NW 1/4; thence North 0 degrees 00' 58" West along said West line, the NW 1/4 of the SE 1/4 lying West of U.S. Hwy. #160 (formerly M.S.H. #60) being more particularly described as follows:

Beginning at the Northwest corner of said SW 1/4 of the NW 1/4; thence South 89 degrees 51' 13" South along the North line of said SW 1/4 of the NE 1/4, 808.31 feet to a point on the Westerly right of way line of U.S. Hwy. No. 160; thence Southerly along said right of way line as follows- along a 2.5421 curve to the right, 351.65 feet (said curve having a back tangent that bears North 23 degrees 30'03" East); thence South 32 degrees 26' 22" West, 251. 77 feet; thence along a 6.7491 curve to the left, 715.90 feet to a point on the centerline of an intersecting road; thence South 67 degrees 48' 31" West (leaving said right of way line) along said centerline, 77.95 feet; thence along a 6.286351 curve to the left and along said centerline, 268.80 feet; thence South 50 degrees 54' 39" West along said centerline, 130.24 feet to a point on the West line of said NW 1/4 of the SE 1/4; thence North 0 degrees 10' 36" West along said West line, 114.17 feet; thence North 0 degrees 01' 46" West along the West line of said SW 1/4 of the NE 1/4, 1,318.07 feet to the point of beginning, containing in all a total of 191.43 acres, more or less, and known hereafter as Lakeway Village No. 1. A tract of land being Lots 3 and 4 of the fractional SE 1/4 of Section 2, Township 23 North, Range 20 West, EXCEPT, that part taken by the U.S. Government for Bull Shoals Lake and also EXCEPT, the SE 1/4 of the SE 1/4 of the SE 1/4 of the SE 1/4 of said fractional SE 1/4 of Section 2, Township 23 North, Range 20 West, and the West 1/2 of the SW 1/4 of Section 1, Township 23 North, Range 20 West, and all that part of the NW 1/4 of Section 12, Township 23 North, Range 20 West described as follows: Beginning at the Southeast corner of said NW 1/4 of said Section 12; thence North to the Northeast corner of the said NW 1/4; thence West on the North line of said NW 1/4 1,815 feet; thence South to the South line of said NW 1/4 of said Section 12 thence East 1,815 feet to the point of beginning, all the above described land being in Taney County, Missouri. A tract of land being that part of the NE 1/4 of Section 2, Township 23 North, Range 20 West lying East of the U.S. Government lake line for Bull Shoals Lake, and the West 1/2 of the NW 1/4, the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, and the NE 1/4 of the SW 1/4 all in Section 1, Township 23 North, Range 20 West, Taney County, Missouri, EXCEPT for a 5 acre tract in the SW 1/4 of the NE 1/4 of Section 1, Township 23 North, Range 20 West, Taney County, Missouri containing 270 acres, more or less.

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Original Sheet No. CA 22.1

Venice on the Lake Unincorporated Area of Taney County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUB	LIC SERVIC	E COMMISSION
P.S.C. MO. No.	22	
Canceling P.S.C. MO No.		

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Original Sheet No. CA 22.2

Venice on the Lake Unincorporated Area of Taney County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

VENICE ON THE LAKE

All of the South 1/2 of the SW 1/4 of the SE 1/4, the SE 1/4 of the SE 1/4 of Section 1, and the NE 1/4 of the NE 1/4 of Section 12, all in Township 23, Range 21; the NE 1/4 and the S 1/2 of the NW FRL 1/4 of Section 19, Township 24, Range 20, and the following described land lying above the elevation of 716.50 feet above mean sea level the SW FRL 1/4 except the following described parcel: Beginning at a point on the North line of Lot 1 SW 1/4, and said point being 715 feet East of the West quarter corner of said Fractional Section 19, and also being on the East right of way line of Public road as now located, thence South along said right of way line 400 feet, thence East 400 feet, thence North 400 feet to the North line of the aforesaid Lot 1, thence West 400 feet to the point of beginning, containing 3.67 acres; the West 1/2 of the SE 1/4 of Section 19, except a parcel in the SW 1/4 of the SE 1/4 described as beginning at a point 70.3 feet West to a point 81.8 feet South of the NE corner of the SW 1/4 of the SE 1/4 of Section 19; thence South 49 degrees West 726 feet, along the North side of Highway 176; thence North 41 degrees West 300 feet; thence North 49 degrees East 726 feet; thence South 41 degrees East 300 feet to the point of beginning with right of ingress and egress to the lake, the NE 1/4 of the SE 1/4 of Section 19, the NW 1/4 of the SE 1/4 of Section 20, lying West of a large hollow and that portion of the NW FRL 1/4 of Section 30, North of White River (Lake Taneycomo) lying East of a certain branch, all in Township 24, Range 20, Subject to a flowage deed to Empire District Electric Company waiving property damage in consideration of being licensed to use the land to the Water Level of the Lake formed by the dam; over the lands situated in the South 1/2 of Section 19, the NW 1/4 of the SW 1/4 of Section 20, and the NW FRL 1/4 of Section 30. Also subject to rights of way deeds to the County of Taney and to the State of Missouri for road purposes. Subject to transmission line easement granted to KAMO Electric Cooperative Inc., over, upon and across the NW FRL 1/4 of Section 30, and the West 1/2 less the NW 1/4 of the NW 1/2 of Section 19, Township 24, Range 20. This deed is intended to give an assignment of the License now owned by the said George Puchta and the said Empire District Electric Company. There is excepted from said above described lands situated in the East 1/2 of the SE 1/4 of Section 19, Township 24, Range 20, the following described parcel, beginning at a point on the West tine thereof on the North side of State Highway "EE"; thence East following the North line of said Highway a distance of 140 feet; thence South 45 degrees 30' East to the South line of said Highway "EE" for a new point of beginning; thence following the South line of said Highway "EE" East a distance of 70 feet; thence South to Lake Taneycomo; thence following the meanders of Lake Taneycomo a Northwesterly direction to a point in a line running Southeasterly 54 degrees 30' from the point of beginning; thence Northwesterly 54 degrees 30' to the point of beginning.

Original Sheet No. <u>CA 23.1</u>

Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty

Name if Issuing Corporation

Valley Woods Subdivision Unincorporated Area in Christian County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Map of Service Area



STATE OF MISSOURI, PUB	LIC SERVICE C	OMMISSION
P.S.C. MO. No.	22	
Canceling P.S.C. MO No.		

Liberty Utilities (Missouri Water) LLC (Water) <u>d/b/a Liberty Utilities or Liberty</u> Name if Issuing Corporation Valley Woods Subdivision Unincorporated Area in Christian County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of Water Service Legal Description of Service Area

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 25, RANGE 22, CHRISTIAN COUNTY, MISSOURI, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 14; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 13 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO A POINT ON THE WEST LINE OF VALLEY WOODS PLAT NO. 1; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID VALLEY WOODS PLAT NO. 1; THENCE EAST ALONG THE SOUTH LINE OF SAID VALLEY WOODS PLAT NO. I TO A POINT ON THE WEST RIGHT OF- WAY LINE OF MISSOURI HIGHWAY 160; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHERNMOST CORNER OF LOT 9 OF VALLEY WOODS PLAT NO. 2; THENCE SOUTH TO A POINT ON SAID LOT 9 VALLEY WOODS PLAT NO. 2; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 13 IN SAID VALLEY WOODS PLAT NO. 2; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 13 TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE EAST TO THE WEST RIGHT-OF-WAY LINE OF SAID MISSOURI HIGHWAY 160; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF WAY LINE TO THE NORTH LIHE OF SAID SECTION 13; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	All Missouri Areas Except Bolivar	
Name if Issuing Corporation	Community, Town or City	
Rules and Regulations Governing Rendering of		
General Water Service - Residential		

AVAILABILITY

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

APPLICABILITY

This rate schedule applies to water service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include water which is ultimately used or consumed for household purposes such as bathing, cooking and sanitary uses. Such sales shall include, but not be limited to, water service provided through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant residential units. Sales of water to customers who purchase water for domestic use under this rate schedule shall be classified by the Company as "residential" sales exempt from state sales tax. This tariff is intended to satisfy the provision of section 144.030(23) RSMo, by establishing a classification system permitting the sales and purchases of metered water for domestic use under this tariff to be classified as "residential" and exempt from sales tax. Taxes other than sales tax may still be applicable to such sales.

The rates for any service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

MINIMUM FIXED MONTHLY CHARGES

5/8"	Meter	\$ 23.63 per mo.
3/4"	Meter	\$ 32.04 per mo.
1″	Meter	\$ 49.98 per mo.
2″	Meter	\$ 127.86 per mo.
3″	Meter	\$ 198.31 per mo.
4″	Meter	\$ 313.60 per mo.
6″	Meter	\$ 595.63 per mo.

COMMODITY CHARGE

\$10.38 per 1,000 gallons

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	All Missouri Areas Except Bolivar	
Name if Issuing Corporation	Community, Town or City	
Rules and Regulations Governing Rendering of		
General Water Service – Residential (Continued)		

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIMACY FEES:

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, or revenues from the sale of water service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable. There shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

CONDITIONS OF SERVICE:

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	All Missouri Areas Except Bolivar	
Name if Issuing Corporation	Community, Town or City	
Rules and Regulations Governing Rendering of		
General Water Service - Commercial		

AVAILABILITY

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

APPLICABILITY

This rate schedule applies to water service supplied at one point of delivery to commercial customers for non-domestic use by the customer.

Commercial customers shall mean those at premises where the customers are engaged in the wholesale or retail trade, professional services and miscellaneous business services; hotels or other commercial lodging places; clubs; office buildings; warehouses; service stations; hospitals; schools; institutions for the care or detention of persons; military installations, and other similar establishments.

The rates for any service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

MINIMUM FIXED MONTHLY CHARGES

Meter	\$	23.63 per mo.
Meter	\$	32.04 per mo.
Meter	\$	49.98 per mo.
Meter	\$	127.86 per mo.
Meter	\$	198.31 per mo.
Meter	\$	313.60 per mo.
Meter	\$	595.63 per mo.
	Meter Meter Meter Meter Meter	Meter\$Meter\$Meter\$Meter\$Meter\$Meter\$

COMMODITY CHARGE

\$13.75 per 1,000 gallons

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	All Missouri Areas Except Bolivar
Name if Issuing Corporation	Community, Town or City
Rules and Regulations Governing Rendering of	
General Water Service – Commercial (Continued)	

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIMACY FEES:

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, or revenues from the sale of water service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable. There shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

CONDITIONS OF SERVICE:

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	All Missouri Areas Except Bolivar
Name if Issuing Corporation	Community, Town or City
Rules and Regulations Governing Rendering of	
General Water Service - Industrial	

AVAILABILITY

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area but only to customers who will use more than 1,000,000 gallons per month.

APPLICABILITY

This rate schedule applies to water service supplied at one point of delivery to industrial customers for non-domestic use by the customer.

Industrial customers shall mean those at premises where the customers are engaged primarily in the changing of raw or unfinished materials into other forms or products. Such uses can include, but are not limited to, processing of food and kindred products; textiles or apparel; lumber and wood products; establishments engaged in mining or quarrying; printing and publishing; and other similar industrial facilities.

The rates for any service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

MINIMUM FIXED MONTHLY CHARGES

5/8"	Meter	\$ 23.63 per mo.
3/4"	Meter	\$ 32.04 per mo.
1″	Meter	\$ 49.98 per mo.
2″	Meter	\$ 127.86 per mo.
3″	Meter	\$ 198.31 per mo.
4″	Meter	\$ 313.60 per mo.
6"	Meter	\$ 595.63 per mo.

COMMODITY CHARGE

\$11.74 per 1,000 gal.

Liberty Utilities (Missouri Water) LLC (Water)

<u>d/b/a Liberty Utilities or Liberty</u>	All Missouri Areas Except Bolivar
Name if Issuing Corporation	Community, Town or City
Rules and Regulations Governing Rendering of	
General Water Service – Industrial (Continued)	

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIMACY FEES:

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, or revenues from the sale of water service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable. There shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

CONDITIONS OF SERVICE:

Liberty Utilities (Missouri Water) LLC (Water)

d/b/a Liberty Utilities or Liberty	Bolivar, Polk County, Missouri	
Name if Issuing Corporation	Community, Town or City	
Rules and Regulations Governing Rendering of		
Water Service - Residential		

AVAILABILITY

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

APPLICABILITY

This rate schedule applies to water service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include water which is ultimately used or consumed for household purposes such as bathing, cooking and sanitary uses. Such sales shall include, but not be limited to, water service provided through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant residential units.

MINIMUM MONTHLY CUSTOMER CHARGE

Customer Charge	\$ 36.19 (includes first 2,000 gallons)
COMMODITY CHARGE:	
Each additional 1,000 gallons	\$ 10.55

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIMACY FEES:

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, or revenues from the sale of water service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable. There shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

CONDITIONS OF SERVICE:

Liberty Utilities (Missouri Water) LLC (Water) d/b/a Liberty Utilities or Liberty

Bolivar, Polk County, Missouri Community, Town or City

Rules and Regulations Governing Rendering of
Water Service - Commercial

AVAILABILITY

Name if Issuing Corporation

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

APPLICABILITY

This rate schedule applies to water service supplied at one point of delivery to commercial customers for non-domestic use by the customer.

Commercial customers shall mean those at premises where the customers are engaged in the wholesale or retail trade, professional services and miscellaneous business services; hotels or other commercial lodging places; clubs; office buildings; warehouses; service stations; hospitals; schools; institutions for the care or detention of persons; military installations, and other similar establishments.

MINIMUM MONTHLY CUSTOMER CHARGE

Customer Charge	\$ 42.58 (includes first 2,000 gallons)
COMMODITY CHARGE:	
Each additional 1,000 gallons	\$ 12.86

GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIMACY FEES:

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, or revenues from the sale of water service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable. There shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

CONDITIONS OF SERVICE:

Liberty Utilities (Missouri Water) LLC (Water)	
d/b/a Liberty Utilities or Liberty	All Missouri Service Areas
Name if Issuing Corporation	Community, Town or City
Rules and Regulations Governir	ng Rendering of
Water Service	
Schedule of Service Ch	arges
The following Miscellaneous Charges apply as authorized and d Rule and Regulations:	escribed elsewhere in the Company's filed
New Service Connection Fee	Actual Cost
Consists of the costs incurred by the Company for construction	
equipment, but excluding the cost of the meter. See Rule 5 B.	
equipment, but excluding the cost of the meter. See Nule 5 B.	
Service Connection Inspection Fee	\$25
Water Service Line Inspection Fee	
Turn-On/Turn-Off Fee	
Reconnection of Service for Disconnect Caused by Non-Paymen	
On-site Collection Charge	
This charge will be added to the current bill if the Company	personnel is on-site to disconnect the service
when the Customer pays the bill. The disconnection fee ma	y not be assessed if the service is not
physically disconnected.	
Meter Test Fee	\$25
Late Charges	
The late charge is calculated monthly with the greater amo	
in accordance with Rule 10 G.	
Returned Check Charges	\$25
Service Calls for Damages caused by Customer Actual cost but r	
	+ • •
Special Meter Reading Appointments After Consecutive Estimate	tes (Empire Water Only)
Normal Business Hours	\$5
Outside Business Hours	\$10
Opt-Out Charges (Rules and Regulations, Rule 16)	
One-time setup charge	
Non-Standard Meter Charge – per month	\$45
Non-Standard Subsequent Meters Charge- per month	\$10
Taxes	
Any applicable Federal, State or Local taxes shall be in addit	tion to the billed charges.

 Liberty Utilities (Missouri Water) LLC (Water)
 All Missouri Areas

 <u>d/b/a Liberty Utilities or Liberty</u>
 All Missouri Areas

 Name if Issuing Corporation
 Community, Town or City

 Rules and Regulations Governing Rendering of

Water Service

Rule 1 DEFINITIONS

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity which has applied for service; two or more APPLICANTS may make one application for a main extension.
- B. The "COMPANY" is Liberty Utilities (Missouri Water), LLC. d/b/a Liberty Utilities, acting through its officers, managers, or other duly authorized employees or agents.
- C. The "CURB STOP" is a valve on the Service Connection, located at or near the Customer's property line, and used to shut off water service to the premises. The Curb Stop is owned and maintained by the Company.
- D. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for water service or is receiving service from Company, or whose facilities are connected for utilizing such service.
- E. The "DATE OF CONNECTION" shall be the date of the permit for installation and connection issued by the Company. In the event no permit is taken and a connection is made, the date of connection may be the date of commencement of construction of the building upon the property.
- F. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- G. "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the Company not requested by the Customer.
- H. The "MAIN" is a pipeline which is owned and maintained by the Company, located on public property or private easements, and used to transport water throughout the Company's service area.

Liberty Utilities (Missouri Water) LLC (Water)		
d/b/a Liberty Utilities or Liberty	All Missouri Ares	
Name if Issuing Corporation	Community, Town or City	
Rules and Regulations Governing Rendering of		
Water Service		

Rule 1 DEFINITIONS continued

- I. The "METER" is a device owned by the Company used to measure and record the quantity of water that flows through the service line, and is installed in the outdoor meter setting, or inside the Customer's building where the water service line enters through a foundation wall.
- J. The "METER SETTING" is a p lace either in the service connection or building plumbing for a water meter to be installed. An outdoor meter setting is located at or near the property line, and includes the meter box, meter yoke, lid, and appurtenances, all of which shall be owned and maintained by the Company. Indoor meter settings are located inside the Customer's premises where the water service line enters the foundation wall either installed directly in the piping or in a meter yoke.
- K. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- L. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during period of seasonal absence or turn-off.
- M. The "SERVICE CONNECTION" is the pipeline connecting the main to the Customer's water service line and includes the curb stop, or outdoor meter setting and all necessary appurtenances located at or near the property line. This service connection shall be owned and maintained by the Company. If the property line is in a street, and if the curb stop or meter setting is not located near the edge of the street abutting the Customer's property, the said service connection shall be deemed to end at the edge of the street abutting the Customer's property.
- N. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.

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Rule 1 DEFINITIONS continued

- O. "TERMINATION OF SERVICE" is cessation of service requested by the Customer.
- P. "TURN-OFF" is the act of turning water service off by physically turning a valve such that water is unavailable to a Customer's premises.
- Q. "TURN-ON" is the act of turning water service on by physically turning a valve to allow water to be available to a Customer's premises.
- R. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each mobile home in a mobile home park and each rental unit of a multi-tenant rental property are considered as separate units for each single family or firm occupying same as a residence or place of business.
- S. The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct water to the Customer's unit from the property line, curb stop or outdoor meter setting, including the connection to the curb stop or meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the Customer's property.

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Rule 2 GENERAL RULES & REGULATIONS

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

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Rule 3 COMPANY EMPLOYEES AND CUSTOMER RELATIONS

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its Customers except as covered in the Company's Rates, Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these Rates, Rules and Regulations.
- C. The Company shall not be responsible for damages caused by any failure to maintain water pressure or water quality, or for interruption, if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages due to, or interruptions caused by, defective piping, fittings, fixtures and appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to Acts of God, civil disturbances, war, government actions, or other uncontrollable occurrences.

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Rule 4 APPLICATION FOR SERVICE

- A. A written application for service, signed by the Customer, stating the type of service required and accompanied by any other pertinent information, will be required from each Customer before service is provided to any unit. Every Customer, upon signing an application for any service rendered by the Company, or upon taking of service, shall be considered to have expressed consent to the Company's Rates, Rules and Regulations.
- B. If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary in accordance with Rule 14.
- C. When, in order to provide the service requested a main extension or other construction or equipment expense is required, the Company may require a written contract. Said contract may include, but not be limited to, the obligations upon the Company and the applicant, and shall specify a reasonable period of time necessary to provide such service.

Original Sheet No. <u>R 5.1</u>

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Rule 5 INSIDE PIPING AND WATER SERVICE LINES

- A. The Company will provide water service at the outdoor meter, at the curb stop if an indoor meter setting is utilized, at the property line if neither an outdoor meter nor a curb stop exists at or near the property line, or at the edge of the street if such property line is in the street. Separate buildings shall be served through separate water service lines if they are on one lot that cannot be subdivided.
- B. The service connection from the water main to the Customer's property line shall be owned and maintained by the Company. Construction of the service connection, outdoor meter setting and curb stop shall be accomplished in one of the follow ways at the Customer's option:
 - The Company will construct the service connection, outdoor meter setting and curb stop, as necessary, and make the connection to the main, within three (3) business days of an application for service, or within the time period specified in an application for service (See Rule 4). The Customer shall be responsible for payment of the New Service Connection Fee, as specified by or provided for in the Schedule of Service Charges.
 - 2. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and make the connection to the main, subject to prior approval of the Company.
 - 3. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and the Company will tap the main and connect the service connection. The Customer shall be responsible for payment of a New Service Connection Fee as specified by or provided for in the Schedule of Service Charges.
- C. A service connection installation constructed by the Customer as provided for in 5 B. 2. or 5 B. 3., above, is subject to inspection by the Company. The Service Connection Inspection Fee as specified in the Schedule of Service Charges shall apply if the Company must make a trip solely to conduct an inspection of a service connection constructed by the Customer, and shall not apply if the inspection of a service connection is accomplished at the same time as a tap is made for the Customer, or the same time as an inspection of the water service line as provided for in 5 D., below, or if the Company installs the service connection as provided in 5 B. 1., above.

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Rule 5 INSIDE PIPING AND WATER SERVICE LINES continued

- D. Water service line construction and maintenance from the property line, curb stop or meter setting, including the connection to the curb stop or meter setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. The Customer shall be responsible for any applicable fees as listed in the Schedule of Service Charges. Customers shall be responsible for the cost of repairing any damage to the Company's mains, curb stops, valve boxes, meters, and meter installations caused by the Customer, Customer's agent, or tenant.
- E. Existing water service lines and service connections may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities.
- F. The water service line shall be brought to the unit at a depth of not less than thirty-six inches (36") and have a minimum inside diameter of three-quarters inch (3/4"). The Customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. A valve must be installed in the service line where it enters the unit. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.
- G. Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least one hundred sixty (160) psi working pressure.
- H. The Company may, at its discretion, install a service connection and water meter to a vacant lot. The Customer must utilize frost-free outdoor hydrants, and take reasonable precautions to prevent freezing and unauthorized water use. All applicable Rates, Rules, and Regulations will apply.

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Rule 5 INSIDE PIPING AND WATER SERVICE LINES continued

- I. Any change in the location of an existing service connection requested by the Customer shall be made by the Company or with the Company's approval, at the Customer's expense.
- J. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rates, Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- K. Neither water service lines nor service connections may be extended along public streets or roadways or through property of others in connecting with the Company's mains. The service connection may, however, extend through the water main easement and roadway easement as necessary in order to be connected to a main located across and adjacent to a street in front of the Customer's living unit. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.
- L. Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any Customer's plumbing classified as an actual or potential backflow hazard in the Regulations of the Missouri Department of Natural Resources shall be required to install and maintain a backflow prevention device. This Rule may also apply to Customers on whose premises it is impossible or impractical for the Company to perform a cross connection survey. The device installation, location and maintenance program shall be approved by the Company.
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Rule 6 IMPROPER OR EXCESSIVE USE

- A. No Customer shall be wasteful of the water supplied to the unit by the Customer's willful action or inaction.
 It shall be the responsibility and duty of each Customer to maintain all piping and fixtures at the unit in a good and efficient state of repair at all times.
- B. No Customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The Company shall deny or discontinue service where Customer's water service line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customer's or the Company's facilities.
- C. The Customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as waterhammer, to the Company's mains.
- D. The Customer shall not tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the meter yoke, or allow any such action. Licensed plumbers may operate such valves in order to work on the Customer's premises and to test their work, but must leave such valves open or closed as found.
- E. The Customer shall not attempt to take unmetered water from the Company mains either by an unauthorized tap or direct connection to service connection nor by connection to a fire hydrant.
- F. Customers will not be permitted to supply water in any way to premises other than the service address, or to permit others to use their hose or attachments, or leave them exposed to use by others without permission from the Company.

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Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY

- A. The Company may discontinue service for any of the following reasons:
 - 1. Non-payment of a delinquent account not in dispute.
 - 2. Failure to post a security deposit or guarantee acceptable to the utility.
 - 3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises.
 - 4. Misrepresentation of identity in obtaining utility service.
 - 5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult.
 - 6. Failure to comply with the terms and conditions of a settlement agreement.
 - 7. Refusal after reasonable notice to permit inspection, maintenance, replacement, or meter reading of utility equipment. If the utility has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
 - 8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system.
 - 9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not apply, and notice to the Customer shall be provided by Rules and procedures applicable to the Customer's sewer service in lieu of notification required by these Rules and Regulations.
 - 10. As provided by state or federal law.

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- B. None of the following shall constitute sufficient cause for the Company to discontinue service:
 - 1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company.
 - 2. The failure of the Customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location in accordance with these Rules and Regulations, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule.
 - 3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule.
 - 4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer.
 - 5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit.
 - 6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.
- C. The Company may discontinue service after notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. If written notice is hand delivered to the Customer, it shall be done at least ninety-six (96) hours prior to discontinuance. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day.

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- D. A discontinuance notice provided to a customer shall include:
 - 1. The name and address of the Customer, the service address if different than the Customer's address.
 - 2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
 - 3. The date on or after which service will be discontinued unless appropriate action is taken
 - 4. How the customer may avoid the discontinuance.
 - 5. The possibility of a payment agreement it the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time.
 - 6. A telephone number the Customer may call from the service location without incurring toll charges and the address of the utility prominently displayed where the customer may make an inquiry.
- E. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).
- F. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.
- G. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- H. Notwithstanding any other provision of this rule, the Company may discontinue any service temporarily for reasons of maintenance, health, safety, or a state of emergency.

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- I. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.
- J. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
- K. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- L The Company shall deal with Customers, handle Customer accounts, and manage discontinuance of service procedures in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- M Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.
- N. At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multidwelling unit residential building at which usage is measured by a single meter, notices of the Company's intent to discontinuance will be conspicuously posted in public areas of the building, provided however, that such notices will not be required if the Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur. The Company will not be required to provide notice in individual situations where safety of employees is a consideration.
- O. At least ten (10)days prior to discontinuance of service for non-payment of a bill or deposit at a multidwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building or at a residence in which the occupant using utility service is not the Company's customer, the occupant(s) shall be given written notice of the Company's intent to discontinue service, provided however that such notice shall not be required unless the occupant has advised the Company or the Company is otherwise aware that they are not the customer.
- P. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant thereof may apply in his or her name for service of the same character presently received through that meter.

Original Sheet No. <u>R 7.5</u>

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- Q. In the case of a multi-dwelling unit residential building where each unit is individually metered and the Company seeks to discontinue service for any lawful reason to at least one (1) but not all of the units in the building, and access to a meter that is subject to discontinuance is restricted, such as where the meter is located within the building, the Company may send written notice to the owner/landlord of the building or the owner/landlord's agent (owner) requesting the owner to make arrangements with the Company to provide access to such meter(s). If within ten (10) days of receipt of the notice, the owner fails to make reasonable arrangements to provide the Company access to such meter(s) within thirty (30) days of the date of the notice, or if the owner fails to keep such arrangements, the Company shall have the right to gain access to its meter(s) for the purpose of discontinuing utility services at the owner's expense. Such expense may include, but shall not be limited to costs to pursue court-ordered access to the building, such as legal fees, court costs, sheriff's law enforcement fees, security costs, and locksmith charges. The Company's right to collect the costs for entry to its meter will not be permitted if the Company fails to meet the obligation to keep the access arrangements agreed upon between the owner and the Company. Notice by the Company under this section shall inform owner (a) of the Company's need to gain access to its meter(s) to discontinue utility service to one (1) or more tenants in the building, and (b) of the owner's liability in the event that owner fails to make or keep access arrangements. The notice shall state the Company's normal business hours. The Company shall render one (1) or more statements to the owner for any amounts due to the Company under this section. Any such statement shall be payable by the delinquent date stated thereon, and shall be subject to late payment charges at the same rate provided in the Company's tariff pertaining to general residential service.
- R. Upon the customer's request, Company will restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid and, if required satisfactory credit arrangements have been made. At all times, a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by the customer. The Company will charge the customer a reconnect charge as shown on the rate section of this tariff.

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Rule 8 TERMINATION OF WATER SERVICE AND TEMPORARY TURN-OFF AT CUSTOMER'S REQUEST

- A. Service will be terminated at the Customer's request, by giving not less than seventy-two (72) hours notice to the Company during its regular office hours. The Company shall, on the requested day, read the Customer's meter and charges for water service rendered up to and including the time oftermination shall be computed and will become due and payable immediately.
- B. A Customer may request temporary turn-off by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. Turn-off and turn-on charges shall apply, and are specified in the Schedule of Service Charges.
- D. A Customer who requests termination of service, but returns to the premises and requests water service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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Rule 9 INTERRUPTIONS IN SERVICE

- A. The Company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system. Notice will be provided when it is practicable.
- B. Whenever 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 water service will be made for interruptions of service unless due to willful misconduct of the Company.
- D. To avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage in a reasonable and non-discriminatory manner.

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Rule 10 BILLS FOR SERVICE

- A. The charges for water service shall be at the rates specified in the Schedule of Rates on file with the Missouri Public Service Commission. Other service charges, such as for turn-off or turn-on, are set forth in the Schedule of Service Charges in these Rules and Regulations.
- B. A Customer who has made application for, or is receiving the benefit of, water service to a unit shall be responsible for payment for all water service provided to the Customer at said unit from the date of connection until the date requested by the Customer by proper notification to the Company to terminate service.
- C. Each Customer is responsible for furnishing the Company with the correct address. Failure to receive bills will not be considered an excuse for nonpayment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer's application unless the Company is notified in writing by the Customer of a change of address.
- D. Payments shall be made at the office of the Company or at such other places conveniently located as may be designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a nonbusiness day in which case payment must be received by the next business day.
- E. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- F. A separate bill shall be rendered for each Customer with itemization of all water service charges. All bills for service shall state the due date. The Company may render bills monthly, quarterly, or annually.

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- G. Bills shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 7. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.
- H. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be the monthly or quarterly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.
- I. The Company may require a security deposit or other guarantee as a condition of new service if the Customer:
 - Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years.
 - 2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years.
 - 3. Is unable to establish an acceptable credit rating with the Company. If the applicant has insufficient credit history to determine a credit score, then the applicant shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
 - a. Owns or is purchasing a home.
 - b. Is and has been regularly employed full time for at least one (1) year.
 - c. Has a regular source of income; or
 - d. Can provide adequate credit references from a commercial credit source.

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- J. The Company may require a security deposit or other guarantee of payment as a condition of continued service if:
 - 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or
 - 2. The utility service to the unit has been diverted or interfered with in an unauthorized manner; or
 - 3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods. The Company may not require a deposit from a customer if such customer has consistently made a payment for each month during the twelve (12) consecutive months, provided that each payment is made by the delinquent date; and each payment made is at least seventy five dollars (\$75), or twenty five percent (25%) of the total outstanding balance, provided that the outstanding balance is three hundred dollars (\$300) or less, or to any customer making payments under a payment plan previously arranged with the Company.
 - 4. A customer other than residential has failed to pay an undisputed bill before the delinquency date for two billing periods out of six consecutive billing periods.
- K. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- L. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.
- M. Upon termination of service, the deposit, with accrued interest, will be credited to the final bill and the balance, if any, will be returned promptly to the customer.
- N. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or reestablished, and the deposit and any interest due shall be refunded. For purposes of this rule, payment is satisfactory if made prior to the date upon which the bill becomes delinquent. Payment of a disputed charge shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. The utility may withhold full refund of the deposit pending resolution of a disputed matter.

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- O. Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill, a receipt as evidence thereof, unless the Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information:
 - 1. Name of customer.
 - 2. Date of payment.
 - 3. Amount of payment.
 - 4. Identifiable name, signature, and title of the Company employee who received the payment.
 - 5. Statement of the terms and conditions governing the payment, retention, and return of deposit.
- P. Company will provide means whereby a person entitled to a return of a deposit is not deprived of the deposit refund even though he may be unable to produce the original receipt for the deposit, provided he can produce adequate identification to insure that he is the customer entitled to refund of the deposit.
- Q. Company will apply deposit standards uniformly as a condition of utility service to all residential customers.
- R. Company will provide means whereby a residential customer, required to make a deposit, may pay such a deposit in installments unless:
 - 1. Applicant or Customer has in an unauthorized manner, interfered with, or diverted the same type of service within the last five years; or
 - 2. The Applicant or Customer has in an unauthorized manner interfered with, diverted, or used the service of the Company situated on or about or delivered to the premises; or
 - 3. A likelihood that the Applicant or Customer does not intend to pay for the service.
- S. In lieu of a security deposit required by these rules, Company may accept the written guarantee of a responsible party as surety for a customer service account.
- T. A guarantee accepted by the Company is subject to the following terms and conditions:
 - 1. It will be in writing and shall state the terms of guarantee and the maximum amount guaranteed. The Company will not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit unless the guarantor consents thereto in a separate written instrument.

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- 2. Credit will be established for the customer and the guarantor shall be released upon satisfactory payment by the customer of all proper charges for utility 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 will be satisfactory if made within ten days of resolution or withdrawal of the dispute. The Company may withhold the release of the guarantor pending the resolution of a matter in dispute involving discontinuance for nonpayment of unauthorized interference by the customer.
- U. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- V. Each billing statement rendered by the Company will be computed on the actual usage during the billing period except as follows:
 - 1. Company may render a bill based on estimated usage:
 - a. When extreme weather conditions, emergencies labor agreements, or work stoppages prevent actual meter readings.
 - b. When Company is unable to obtain access to the customer's premises for the purpose of reading the meter, or in situations where the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for these reasons, where practicable, it will undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading, unless the customer requests otherwise.
 - c. When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location.
 - d. When the Company is unable to accurately obtain a meter reading due to human or billing system error, including a remote meter reading device's failure to transmit a reliable reading.
 - e. When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, including a remote meter reading device's failure to transmit a reliable reading.
 - f. When the Company does not obtain an accurate or correct meter reading due to failure to detect and verify usage at the customer's location, i.e., vacant with usage.
 - 2. Company will not render a bill based on estimated usage for more than three consecutive billing periods, except under conditions described in paragraph V.6. of this tariff rule.

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- 3. Under no circumstances will Company render a bill based on estimated usage:
 - a. Unless the estimating procedures employed by the Company and any substantive changes in those procedures have been approved by the Commission.
 - b. As a customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading.
- 4. When Company renders an estimated bill in accordance with these rules, it will:
 - a. Maintain accurate records of the reasons therefor and efforts made to secure an actual reading.
 - b. Clearly and conspicuously note on the bill that it is based on estimated usage.
 - c. Use customer supplied readings, whenever possible, to determine usage.
- 5. When Company underestimates a customer's usage, the customer will be given the opportunity, if requested, to make payment in installments.
- 6. In estimating readings, the Company will base the estimate on the previous year's usage and the number of days in the billing cycle. Estimated usage shall be calculated as follows: the previous year's gallons of consumption divided by the previous year's number of billing days will equal the usage per day (UPD). The UPD multiplied by the current number of days in the billing cycle will equal the billing estimate. When the previous year's usage data is unavailable, an estimate may be made using the previous month's usage.
- W. If Company is unable to obtain an actual meter reading for three consecutive billing periods, the Company will advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage and that the customer may read and report water usage to the Company on a regular basis. The procedure by which such reading and reporting may be initiated will be explained. Company will attempt to secure an actual meter reading from customers reporting their own usage at least annually. Such attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company will offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. The charge for this special reading will be Five Dollars (\$5.00) during normal business hours and Ten Dollars (\$10.00) outside normal business hours. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- X. If a customer fails to report usage to the Company, the Company shall obtain a meter reading at least annually. The Company will notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section C following.

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- Y. Company will bill its customers on a cyclical basis so each individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more to the billing cycle, notice shall be given to the affected Customer at least fifteen (15) days prior to the date the Customer receives a bill based on the new cycle.
- Z. Every bill for utility service will clearly state:
 - 1. The beginning and ending meter readings of the billing period and the dates thereof.
 - 2. The date when the bill will be due and the date when it will be considered delinquent.
 - 3. Any previous balance.
 - 4. The amount due for water usage.
 - 5. The amount due for other authorized charges.
 - 6. The total amount due.
 - 7. The telephone number the customer may call from the customer's service location without incurring toll charges and the address of the Company designating where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided.
 - 8. License, occupation, gross receipts, franchise, and sales taxes.
- AA. Company may include charges for special services together with utility charges on the same bill if the charges for special services are designated clearly and separately from utility charges. If partial payment is made, the Company will first credit all payments to the balance outstanding for utility charges.
- AB. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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Rule 11 METERS AND METER INSTALLATIONS

- A. All new and permanent service connections shall be metered. The Company shall furnish and install a suitable meter for each Customer, and the Company's installed meter shall be the standard for measuring water used to determine the bill.
- B. All meters and meter installations shall be furnished, installed, maintained and removed by the Company and shall remain its property.
- C. The Company shall have the right to determine on the basis of the Customer's flow requirements the type and size of meter to be installed and location of same. 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 shall be paid by the Customer.
- D. Domestic water service to any one Customer at a single premises shall be furnished through a single service connection. Individual units of a multi-unit building may have separate connections and meter installations only if each unit has separate plumbing, ground-level space, an individual service connection and meter installation location, and frontage to a Company-owned main. For multi-unit buildings with one service connection and meter installation, the inside piping may be rearranged at the Customer's own expense so as to separate the units and meter tenants, then divide the bill accordingly.
- E. The owners of premises wherein meters are located shall be held responsible for the safekeeping of the Company's meters and metering appurtenances, and are required to keep meters located within their property accessible to the Company for reading and for meter changeouts. If a Customer limits accessibility, or fails to protect a meter against damage, the Company may discontinue service or may refuse to supply water until accessibility is restored and the Company is paid for any such damage. The amount of the charge shall be the cost of the necessary replacement parts and the labor cost necessary to make the repair.

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Rule 11 METERS AND METER INSTALLATIONS continued

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

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Rule 11 METERS AND METER INSTALLATIONS continued

damages to any and all property caused by such leakage shall in no event exceed the price of water service to the affected premises for one average billing period in the preceding year. W here damage is caused by the negligence of Company personnel at the premises, this limitation will not apply. If a Customer refuses to provide an accessible location for a meter as determined by the Company, the Company will notify the Manager of the Water and Sewer Unit of the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.

- I. The Customer shall promptly notify the Company of any defect in, or damage to, the Company-owned meter setting.
- J. Any change in the location of any existing meter or meter setting at the request of the Customer shall be made at the expense of the Customer, and with the approval of the Company.

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Rule 12 METER TESTS AND TEST FEES

- A. Any Customer may request the Company to make a special test of the accuracy of the meter through which water is supplied to the Customer. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by Regulations of the Missouri Public Service Commission.
- B. The Company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the Company upon the request of the Customer without charge if the meter has not been tested within twelve (12) months preceding the requested test; otherwise, an approved charge will be made if the test indicates meter accuracy within five percent (5%).
- C. A meter test requested by the Customer may be witnessed by the Customer or the Customer's duly authorized representative, except for tests of meters larger than two inch (2") inlet, which will be conducted by the water manufacturer. A certified copy of the test report will be provided to the Customer.
- D. A certified copy of the test report will be provided to the Customer. If a test shows an average error of more than five percent (5%), billings shall be adjusted in accordance with Rule 13.

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Rule 13 BILL ADJUSTMENTS

- A. Whenever any test by the Company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Missouri Public Service Commission, the Company shall adjust the Customer's bills by the amount of the actual average error of the meter and not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration shall be determined as follows:
 - 1. Where the period of error can be shown, the adjustment shall be made for such period.
 - Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
- B. If the meter is found on any such test to under-register, the Company may render a b ill to the Customer for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the Company was not at fault for allowing the inaccurate meter to remain in service.
- C. If the meter is found on any such test to over-register, the Company shall refund to the Customer any overcharge caused during the period of inaccuracy as above defined. The refund shall be paid within a reasonable time and may be in the form of a bill credit.
- D. For all billing errors, Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the estimated period involved as follows:
 - 1. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed, not to exceed sixty (60) consecutive monthly billing periods calculated from the date of discovery, inquiry or actual notification to the Company, whichever comes first.
 - 2. In the event of an undercharge to a residential Customer, an adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed twelve (12) monthly billing periods calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first. The Company shall offer the Customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill.

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Rule 13 BILL ADJUSTMENTS continued

- 3. In the event of an undercharge to a non-residential Customer, an adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed sixty (60) consecutive monthly billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first.
- 4. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
- 5. Where, upon test, an error in measurement is found to be within the limits prescribed by Commission rules, no billing adjustment will be made.
- 6. When evidence of tampering, diversion, unauthorized use or misrepresentation of the use of service by a Customer of any class is found, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information. Company may also recover the cost of damages to the meter and costs associated with investigating the tampering or diversion, such as man-hours, truck hours and cost of documenting with photographs.
- 7. Interest shall not be payable on undercharges or overcharges to Customers of any class under this section.

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Rule 14 EXTENSION OF WATER MAINS

- A. This Rule shall govern the extension of mains by the Company within its certified area where there are no water mains.
- B. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.
- C. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution in aid of construction equal to the amount determined in Paragraph B. above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained, as per Rule 5 B. 1. or 3., and as specified in the Schedule of Service Charges. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains oftwelve inches (12") or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company.
- D. The cost to single-family residential applicant(s) connecting to a main extension for which other applicant(s) paid an amount determined in paragraph B., above, subject to subsequent adjustments for actual cost, shall be as follows:
 - 1. For single-family residential applicant(s) applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
 - 2. For single-family residential applicant(s) applying for service in areas that are unplatted in subdivision lots, an applicant(s) cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times one hundred (100) feet.
 - 3. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs D.1. or D.2. above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

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Rule 14 EXTENSION OF WATER MAINS continued

Meter Size	Flow Factor
5/8"	1
1"	2.5
1 ½"	5
2″	8
3″	15
4"	25

- E. Refunds of funds paid by applicant(s) for any estimated costs or actual costs of a main extension shall be made to such applicant(s) as follows:
 - 1. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.
 - 2. During the first ten (10) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with paragraph D. above. The refund shall be paid within a reasonable time after the money is collected.
 - 3. The sum of all refunds to any applicant shall not exceed the total amount which the applicant(s) has paid.
- F. Extensions made under this Rule shall be and remain the property of the Company.
- G. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new Customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such Customers.
- H. Extensions made under this Rule shall be of Company-approved pipe sized to meet water service requirements. If the Company chooses to size the extension larger in order to meet the Company's overall system requirements, the additional cost caused by the larger size of pipe shall be borne by the Company.
- I. No interest will be paid by the Company of payments for the extension made by the applicant(s).
- J. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the Company without cost to the Company, before the extension will be made.

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Rule 15 SETTLEMENT AGREEMENTS

- A. When Company and customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties will consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why debt has been outstanding; and any other relevant factors relating to the customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and the Company agree to a longer period.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made within five days from the date of mailing, Company will discontinue service; and, the date upon or after which service will be discontinued.

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Rule 16 ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT

- A. Customers receiving Residential Service have the option of opting out of AMI meter reading and electing non-standard metering service. In such instances, the two-way communication portion of the AMI meter will be disabled. Alternatively, if requested by the customer, and if a non-AMI meter is available to the Company, a non-AMI meter will remain or be installed. Customers requesting non-standard metering service after initial AMI installation will be charged a one-time setup charge per meter. For all customers requesting non-standard metering services, a monthly recurring Non-Standard Meter Charge will apply. Charges are listed on the Schedule of Service Charges.
- B. For customers that chose to opt-out prior to the AMI meter being set (i.e., there is no additional visit to the premises to disable the two-way communication or install a non-AMI meter): the one-time setup fee will not be assessed, but the ongoing monthly fee will still be applicable.
- C. In circumstances where a customer has multiple meters located at the same premises, the monthly Non-Standard Meter Charge will apply to the first meter, and the monthly Non-Standard Subsequent Meter Charge will apply to all additional meters of that customer located on the same premises.
- D. In the normal course of business, Company replacements of meters may occur. To the extent that a customer denies, either through physical impediments, verbal denial or threats of violence, access to property or metering installation, or fails to establish a suitable time for access, customers will be notified, in writing, that failure to provide access will result in customer being considered an opt-out customer not sooner than 30 days after Company's notice. Company's notification will include information for the customer to understand the financial impact of the opt-out status.