

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

In the Matter of Missouri-American Water)
Company for a Certificate of Convenience)
and Necessity Authorizing it to Install, Own,)
Acquire, Construct, Operate, Control,)
Manage and Maintain a Water System in)
and around the City of DeKalb, Missouri)
)

File No. WA-2024-_____

**APPLICATION AND
MOTION FOR WAIVER**

COMES NOW Missouri-American Water Company ("MAWC") pursuant to Sections 393.140, and 393.170 RSMo, and 20 CSR 4240-2.060, 20 CSR 20 4240-3.600 and 20 CSR 4240-4.017(1)(D), and for its Application and Motion for Waiver, states as follows to the Missouri Public Service Commission:

BACKGROUND INFORMATION

1. This Application is being filed by MAWC to obtain a Certificate of Convenience and Necessity ("CCN") to install, own, acquire, construct, operate, control, manage and maintain a water system in and around the City of DeKalb, Missouri ("DeKalb"), which is in Buchanan County.
2. MAWC is a Missouri corporation, active and in good standing with the Missouri Secretary of State, with its principal office and place of business at 727 Craig Road, St. Louis, Missouri 63141. Pursuant to Commission regulation 20 CSR 4240-2.060(1)(G), MAWC incorporates by reference the certified copies of its articles of incorporation and its certificate of good standing previously filed in File No. WO -2020-0190.
3. MAWC currently provides water service to approximately 484,000 customers and sewer service to approximately 24,000 customers in several counties throughout the state of Missouri. MAWC is a "water corporation," a "sewer corporation," and a "public utility" as those

terms are defined in Section 386.020 and is subject to the jurisdiction and supervision of the Commission as provided by law. MAWC has no overdue Commission annual reports or assessment fees. There is no pending action or final unsatisfied judgment or decision against MAWC from any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within three years of the date of this Application.

4. Communications respecting this Application should be addressed to the undersigned counsel and:

Missouri-American Water Company:

Missouri-American Water Company
727 Craig Road
Creve Coeur, Missouri 63141

Attn : Stephen Kadyk, P.E.
Engineering Manager of Customer Development
Direct Dial 314-239-9515
steve.kadyk@amwater.com

CERTIFICATE OF CONVENIENCE AND NECESSITY

5. MAWC proposes to purchase all the water assets of the currently unregulated system of DeKalb, and requests permission, approval and a CCN to own, acquire, construct, operate, control, manage and maintain the water and sewer systems for the public in an area in and around DeKalb, Missouri.

6. DeKalb is located in Buchanan County, has a population of approximately 230 persons, and currently serves approximately 100 water accounts. To provide service to the proposed area, MAWC will purchase a water system from DeKalb.

7. The water system consists of approximately 14,200 linear feet of water main of various material types ranging in diameter from 2-inch to 6-inch. The water system also includes

one interconnection vault, associated valving, hydrants, and approximately one hundred service lines with associated meters and vaults.

8. On June 29, 2023, Mayor Travis Higdon, board members and the City Clerk for DeKalb held a meeting, at which time the Mayor presented a proposal by MAWC for the purchase of the DeKalb water system assets and a long-term lease for its water tower. A quorum was present, and the members approved the sale of DeKalb's water assets and the lease with MAWC. A copy of the June 29, 2023, Meeting Minutes for DeKalb is attached hereto as **Appendix A.**

9. The Mayor of DeKalb and the Board held a Town Hall Meeting on October 10, 2023, to discuss the proposed sale of the City's water system. MAWC representatives attended the Town Hall Meeting and were available to answer any questions. A copy of the October 10, 2023, DeKalb Meeting Minutes, the Mayor of DeKalb's Talking Points and the Town Hall Meeting notice is attached hereto as **Appendix B.**

10. An election was held on November 7, 2023, with 98% of the votes in favor of DeKalb selling its water system to MAWC. There were 94 total votes cast of which 92 voted "yes" and 2 voted "no". The question on the ballot was:

Shall the City of DeKalb be authorized to sell its water system to Missouri-American Water for the sum of \$297,000 (two hundred ninety-seven thousand dollars)?

11. On April 30, 2024, MAWC entered into a *Purchase Agreement for Water Distribution System ("Purchase Agreement")* with DeKalb. A copy of the Purchase Agreement is attached as **Appendix C.** The schedules and exhibits to the Purchase Agreement have not been created at this time. In most cases, they are prepared upon approval by the Missouri Public Service Commission as part of the closing process.

12. MAWC proposes to purchase the water assets of DeKalb, as specifically

described in, and under the terms and provisions of the *Purchase Agreement*. Legal descriptions of the water area sought to be certificated are attached as **Appendix D**. A map of the water area sought to be certificated is attached to this Application as **Appendix E**.

13. Attached hereto and marked as **Appendix F-C** is a list of ten residents or landowners within the proposed service area. **Appendix F-C** has been identified as Confidential in accordance with Commission Rule 20 CSR 4240-2.135(2)(A)1, as it contains customer specific information.

ADDITIONAL INFORMATION

14. Attached hereto and marked as **Appendix G-C** is the feasibility study for the water system. No external financing is anticipated. **Appendix G-C** has been marked as "Confidential" in accordance with Commission Rule 20 CSR 4240-2.135(2)(A)3, 4 and 6 and contains market specific information and information representing strategies employed in contract negotiations.

15. Attached hereto and marked as **Appendix H** is an Integration Appendix that includes information relevant to the integration process of this proposed acquisition.

TARIFFS/RATES

16. MAWC proposes to provide water service pursuant to the existing rates currently applicable to *All Missouri Service Areas Outside of St. Louis County* and to utilize the rules governing the rendering of water service currently found in MAWC's water tariff P.S.C. MO No. 13 until such time as the rates and rules are modified according to law.

17. The current water rates for DeKalb are as follows:**Current Rates**

\$62.00 for first 1,000 gallons then \$18.40 per 1,000 gallons thereafter.

PUBLIC INTEREST

18. The grant of the requested CCN (and approval of the underlying transaction) is in the public interest and will result in the provision of regulated water service to the current and future residents of the service area. The water assets of DeKalb would be acquired by MAWC, a Missouri public utility, and be subject to the jurisdiction of the Commission. MAWC has considerable expertise and experience in providing water and sewer utility services to residents of the State of Missouri and is fully qualified, in all respects, to own and operate the water system currently being operated in and around DeKalb.

19. DeKalb water customers will benefit from this acquisition for various reasons, which include the need for investment to replace aging infrastructure, the need for investment to maintain compliance with existing and new regulations, to relieve the responsibility of operating and maintaining systems in the face of ever-increasing complexity and liability and the desire to maintain affordability.

MOTION FOR WAIVER

20. Commission Rule 20 CSR 4240-4.017(1) provides that "(a)ny person that intends to file a case shall file a notice with the secretary of the commission a minimum of sixty (60) days prior to filing such case." A notice was not filed 60 days prior to the filing of this Application. As such, and to the extent required, MAWC seeks a waiver of the 60-day notice requirement.

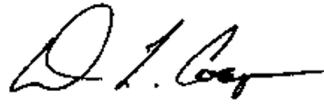
21. Rule 20 CSR 4240-4.017(1)(D) provides that a waiver may be granted for good cause. In this regard, MAWC declares (as verified below) that it has had no communication with the Office of the Commission (as defined by Commission Rule 20 CSR 4240-4.015(10)) within the prior 150 days regarding any substantive issue likely to be in this case, other than those

pleadings filed for record. Accordingly, for good cause shown, MAWC moves for a waiver of the 60-day notice requirement of Rule 20 CSR 4240-4.017(1) and acceptance of this Application at this time.

WHEREFORE, MAWC requests the Commission issue an order:

1. Granting MAWC's motion for a waiver of the 60-day notice requirement of Rule 20 CSR 4240-4.017(1);
2. Granting MAWC permission, approval and a Certificate of Convenience and Necessity authorizing MAWC to install, acquire, build, construct, own, operate, control, manage and maintain the water system for the public within the areas referred to above.
3. Granting MAWC permission to acquire the water assets identified herein of DeKalb, Missouri; and,
4. Authorizing MAWC to take such actions as may be deemed necessary and appropriate to accomplish the purposes of the *Purchase Agreement* and the Application and to consummate related transactions in accordance with the *Purchase Agreement*.

Respectfully submitted,



Dean L. Cooper, Mo. Bar #36592
BRYDON, SWEARENGEN & ENGLAND P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Telephone: (573) 635-7166
dcooper@brydonlaw.com

Timothy W. Luft, Mo. Bar #40506
Rachel Niemeier, Mo. Bar #56073
Corporate Counsel
MISSOURI-AMERICAN WATER COMPANY
727 Craig Road
St. Louis, MO 63141
(314) 996-2279 (Tim)
(314) 996-2390 (Rachel)
timothy.luft@amwater.com
rachel.neimeier@amwater.com

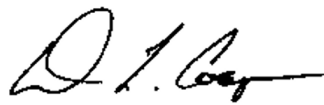
**ATTORNEYS FOR MISSOURI-AMERICAN
WATER COMPANY**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 1st day of May 2024, to:

General Counsel's Office
staffcounsel@psc.mo.gov

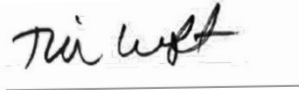
Office of the Public Counsel
opcservice@opc.mo.gov



VERIFICATION

State of Missouri)
)
County of St. Louis ss

I, Timothy W. Luft, under penalty of perjury, and pursuant to Section 509.030, RSMo, state that I am Vice-President - Legal of Missouri-American Water Company, that I am duly authorized to make this affidavit on behalf of MAWC, that I have knowledge of the matters stated herein, and that said matters are true and correct to be best of my knowledge and belief. Additionally, no representative of MAWC has had any communication with the office of the Missouri Public Service Commission as defined in Commission Rule 20 CSR 4240-4.015(10) within the immediately preceding 150 days regarding the subject matter of this Application.



List of Appendices

Appendix A	City of DeKalb Meeting Minutes
Appendix B	Town Hall Documentation
Appendix C	Purchase Agreement
Appendix D	Legal description
Appendix E	Map
Appendix F-C	List of Ten Residents
Appendix G-C	Feasibility Study
Appendix H	Integration H-1 H-2 H-3 H-4

8-8-23

Thurs 6-29-23 @ 400pm, Dekalb Comm HALL

Members present: TRAVIS Higdon, Becky Reese
Rita Kalleskint
Clerk: LISA TWIQQ

Meeting called to order by: Travis Higdon
2nd Becky Reese

Old minutes - minutes read and Accepted
T. Higdon
2nd Rita Kalleskint

TRAVIS Higdon brought paper forms from AM
Water Co. - Proposal / Lease agreement Voted
on 3 yay, 0 nay, 1 Absent. - Proposal / Lease
Voted to Accept as permitted.

Cemetery Board sent out notice needing
money for upkeep. R. Kalleskint mentioned the
City donating 400.00. 3 yay, 0 nay, 1 Absent
LISA TWIQQ will send CK to Billy Joe Harris.

TRAVIS H will speak with Jason Griffin
regarding hand rail.

As there is no further business motion to
adjourn by Rita Kalleskint
2nd Becky Reese

Travis Higdon
CHAIRMAN

Lisa Twigg
CLERK

Hello everyone and welcome. Thank you for coming.

We are having this meeting tonight to discuss the sale of the dekalb water system. which if the city agrees upon. will be voted on in November.

AS you know we are a small commuinity. with the ever increasing prices and regulations. it makes it really hard to keep up with regulations and staffing. we currently pay alliance for staffing per requirements. and they are struggling to maintain help.

I dont think a lot of us as a commuinity realized the cost impact that building a new water tower would have on us.

The board and I started lokking into what benifits selling our water tower would have a little over a year ago now.

We reached out to the two water systems that would be possibly interested in taking us over.

We reached out to pwsd 1 / Alliance. And we reached out to missuri American of st joseph to see what our options were.

After a few meetings with all parties involved. listening

Vote
11/7
register by

? 10/10

to what they had to say and offer.

The board decided that going with missouri american was best for our community.

The biggest reason for this is. Alliance buys their watter from missouri American.

pwsd1 has to upcharge their customers for the water they buy from missouri amewrican. as we have to upcharge our customers for the water we buy from PWSd1.

We are 3rd in line and patially why our rates are so high. The rates are also dueto the construction of the new water tower.

So basically we will be cutting out the middle man.

Missouri American is offering to take over our water system. and will lease the water tower for a term of 33 years.

After the 33 years missori american will own the water tower fully.

They will also take over any and all leaks, repairs, bills etc this means repairs to our road will be handled by missouri american.

They will also be committed to investing \$150,000 over the next 5 years to upgrade our citys water system.

I have handed out a chart of what our rates are for the first 1000 gallons and what missouri americans will be.

then the cost per thousand after. and what your savings will be according to your familys water usage per month.

Those are the proposed rates that we will get at the time of closing.

I know a lot might be wondering. will they raise the water rates after they purchase us.

Because they are not a small privately owned company. the only way for them to raise our rates is with a rate review of missouri public service commisssion.

which will take about a year for them to review and then go up for everyone of missouri americans customers equally.

The board and I aslo sat down and had zoom meetings with other communities who have recently sold to missouri american.

A couple of the things we asked. Was there anything you would do different? how was your experience with selling.

Everyones answer was about the same. It went very well and the only thing we would of done differnt was sell it sooner.

We had to create a 3 reserve accounts. and we have our dekalb water system account.

funds from twoof the accounts will go into the dekalb account. for future town improvements.

Like I said earlier. this will all be voted on in november and will require a simple majority to pass.

We will also be having another meeting in October that missouri american will be present for.

We encourage everyone to please attend that meeting as well. so if you have any questions for missouri american. they will be there to answer.

I hope I have covered everything. and if you have any questions. we will try our best to anser them now. Thank *you*

Tuesday 10/10/23 @ 5:00pm, DeKalb Comm HALL
Members present: Travis Higdon, Becky Reese, Bryan
Frakes, Risa Grable, Tori Grable.

meeting called to order by B. Reese.
motion to accept by B. Reese

Discussed finding an attorney to pursue town
issues.

Ryan Pummel was notified regarding sewer
issues and he said he has no jurisdiction
in the city of DeKalb.

We are trying to find an attorney to
do something regarding ordinances.

motion to close meeting to allow
MO American to speak.

Travis Higdon
Mayor

J. Jones
Clerk

*

10/10/23

☒ MD American water meeting with
community. 6pm

TRAVIS Higdon called meeting to order
for MD Amer to discuss purchase

Jody C gave speech as well as MATT
from LAWSON MD.
held question/answer.

Purchase Agreement for Water Distribution System

Purchase Agreement for a Water Distribution System (the "Agreement") is made and entered into on the 30th day of April, 2024 by and between **Missouri-American Water Company**, a Missouri corporation ("Buyer"), and the **City of De Kalb**, a municipal corporation, located in Buchanan County in Missouri ("Seller"). Hereinafter, Buyer and Seller may be referred to individually as a "Party" or together as the "Parties".

RECITALS:

A. Seller currently owns and operates a water distribution system (collectively, the "System") in Buchanan County in Missouri.

B. Seller desires to sell all of the assets that constitute or are used in furtherance of the System to Buyer pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the representations, warranties, and covenants contained herein, and in exchange for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
Definitions and Related Matters

For purposes of this Agreement, the capitalized terms used herein shall have the meanings assigned to them herein or in the attached Exhibit 1 and, for purposes of this Agreement and all other documents executed in connection herewith, the rules of construction set forth in Exhibit 1 shall govern.

ARTICLE 2
Purchase and Sale of Assets; Closing

2.1 Transfer of Assets On and subject to the terms and conditions of this Agreement, at the Closing on the Closing Date and effective as of the Effective Time, Buyer shall purchase, acquire and accept from Seller, and Seller shall sell, convey, transfer, assign and deliver to Buyer, free and clear of all Encumbrances, the Acquired Assets. Notwithstanding anything to the contrary contained in this Section 2.1 or elsewhere in this Agreement, the Excluded Assets are not part of the sale and purchase contemplated hereunder, are excluded from the Acquired Assets, and shall remain the exclusive property of Seller after the Closing.

2.2 Consideration.

(a) The consideration for the System and the Acquired Assets shall consist of the Purchase Price. At Closing, Buyer shall pay to the Seller and such other payees set forth on Schedule 2.2, in accordance with wire transfer instructions to be provided by the Seller to Buyer at least ten (10) Business Days prior to the Closing Date, in immediately available funds, an aggregate amount equal to the Purchase Price.

(b) Seller requests that a ten percent (10%) gross receipts tax be applied to the water bills and remitted to the City of De Kalb. Buyer shall pay this amount monthly. Buyer shall, upon the request of Seller, furnish verification of the amount owed.

(c) Buyer shall deliver the Statement to Seller at least three (3) Business Days prior to the Closing Date. Seller shall provide Buyer and its representatives reasonable access, during normal business hours of Seller, to all personnel, books and records of or related to the System or the Business within Seller's direction or control as reasonably requested by Buyer to assist it in its preparation of the Statement. Buyer shall deliver to Seller a copy of the work papers prepared or used in connection with the Statement's preparation as reasonably requested by Seller to assist in its review of the Statement, and Seller shall have an opportunity, prior to the Closing Date, to review with representatives of Buyer and object to all or any part of the Statement, such review to be reasonable and in good faith. Buyer shall consider such objections, if any, in good faith, but Buyer's reasonable, good faith determination regarding the Adjustment Amount shall be final and binding for calculating the Purchase Price.

(d) Buyer shall prepare the Allocation, which Allocation shall be binding upon Seller. The Parties shall report, act, and file Tax Returns in all respects and for all Tax purposes consistent with the Allocation. No Party shall take any Tax position (whether in audits, Tax Returns, or otherwise) that is inconsistent with or contrary to the Allocation. In the event that the Allocation is disputed by any Governmental Authority, the Party receiving notice of such dispute will promptly notify the other Party, and the Parties will consult in good faith as to how to resolve such dispute in a manner consistent with the Allocation.

2.3 No Assumption of Liabilities. All Liabilities of Seller, whether incurred in connection with the operation of the System, shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. Notwithstanding anything to the contrary contained in this Agreement, Buyer will not assume or be deemed to assume, and shall have no liability or obligation with respect to, any Liability of Seller, none of which Liabilities are part of the Contemplated Transaction

2.4 Closing. Unless this Agreement is first terminated pursuant to Article 8 hereof, and subject to the satisfaction or, if permissible, waiver of each of the conditions set forth in Article 5 hereof, the Closing will take place at a mutually agreeable location in the City of De Kalb or such other place or by such other means (e.g., e-mail/PDF or facsimile and overnight delivery of original execution documents) as is agreed to by the Parties at 10:00 A.M., Central time, on (a) such date as is three (3) Business Days after the date on which all of the conditions set forth in Article 5 hereof shall have been satisfied or (to the extent permissible) waived (other than those conditions which, by their nature are to be satisfied or waived at Closing but subject to their satisfaction or waiver at Closing) or, if Buyer shall so elect, the final day of Seller's billing period of which such date is a part or (b) such other date as the Parties hereto may agree upon in writing. In any event, the Closing shall be effective as of the Effective Time.

2.5 Closing Obligations.

In addition to any other documents to be delivered under other provisions of this Agreement, at Closing:

(a) Seller shall deliver or cause to be delivered to Buyer, together with funds sufficient to pay all Taxes necessary for the transfer, filing or recording thereof, the following documents:

- (i) the Bill of Sale, duly executed by Seller;
- (ii) the Intangible Assignment, duly executed by Seller;

(iii) all Consents and approvals from Governmental Authorities, and third parties under Contracts, necessary to ensure that Buyer will continue to have the same full rights with respect to the Acquired Assets as Seller had immediately prior to the consummation of the Contemplated Transactions, including the written Consents, in form and substance reasonably acceptable to Buyer, of the Governmental Authorities and third parties set forth in Schedule 2.5(a)(iii);

(iv) a payoff letter from each lender from which Seller has incurred indebtedness for borrowed money which is outstanding, if any, and from each person or entity listed on Schedule 2.2, and a release of all Encumbrances relating to the Acquired Assets executed, filed and/or recorded by the holder of or parties to each such Encumbrance (including without limitation any violations cited by the Missouri Department of Natural Resources or any other Governmental Authority with authority over the System or the Acquired Assets), if any, in each case in substance and form reasonably satisfactory to Buyer and its counsel;

(v) for each interest in Real Property and each easement and/or right-of-way affecting any Real Property or Acquired Asset, whether or not identified on Schedule 3.4, a recordable warranty deed or such other appropriate document or instrument of transfer or approval, as the case may require, each in form and substance reasonably satisfactory to Buyer;

(vi) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance reasonably satisfactory to Buyer;

(vii) a copy of each permit, license, easement, land-right and other necessary authority for the operation of the System and the Acquired Assets, in each case validly issued in the name of the Seller and in full force and effect;

(viii) the certificate contemplated by Section 5.1(d);

(ix) a legal opinion of Seller's legal counsel, affirmatively opining to such matters as Buyer or its legal counsel may reasonably request, including but not limited to the due authorization and execution of this Agreement by Seller and the enforceability thereof;

(x) a copy, certified by the Secretary of Seller to be true, complete and correct as of the Closing Date, of the governing documents and resolutions of the City and any required representatives of Seller authorizing and approving the Contemplated Transactions and as to the incumbency and signatures of the city council members of Seller executing this Agreement or any of the Transaction Documents on behalf of Seller;

(xi) to the extent such transfer is requested by Buyer, evidence satisfactory to Buyer of the transfer of all utilities with respect to the System from Seller to Buyer;

(xii) a fully executed assignment of the of the Contract for Sale of Water to the City of De Kalb with the City of Excelsior Springs dated September 26, 2000 or a new contract between Buyer and the City of Excelsior Springs in a form acceptable to Buyer; and

(xiii) all other documents, instruments and writings required or reasonably requested by Buyer to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

(b) At or prior to the Closing, Buyer shall deliver the following:

(i) to the Seller and such other payees set forth on Schedule 2.2, in accordance with wire transfer instructions to be provided by the Seller to Buyer at least ten (10) Business Days prior to the Closing Date, in immediately available funds, an aggregate amount equal to the Purchase Price;

(ii) to the Seller, the Intangible Assignments, duly executed by Buyer; and

(iii) to the Seller, all other documents, instruments and writings required or reasonably requested by Seller to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

ARTICLE 3 Representations and Warranties of Seller

Seller hereby makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, will be true and correct at Closing and shall survive the Closing and the Contemplated Transactions hereby to the extent set forth herein:

3.1 Power and Authority. Seller has full power and authority to conduct the Business and the System as they are now being conducted and to own, lease and operate the System and the Acquired Assets.

3.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents and to consummate the Contemplated Transactions. The City of De Kalb has duly authorized the execution, delivery, and performance of this Agreement by Seller and no other proceeding on the part of Seller is necessary to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been, and the Transaction Documents will be, duly executed and delivered by Seller.

(c) Neither the execution, delivery or performance by Seller of this Agreement or the Transaction Documents nor the consummation by it of the Contemplated Transactions will (i) contravene, conflict with or result in a violation of any provisions of the governing documents of Seller, (ii) contravene, conflict with or result in a violation of or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Laws or any Order to which Seller or any of the Acquired Assets may be subject, (iii) contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Seller or that otherwise relates to the System or any of the Acquired Assets, (iv) contravene, conflict with or result in a violation or breach of any provision of, require the Consent

of any Person under, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease or other instrument or document to which Seller is a party or by which any of the Acquired Assets are bound or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Acquired Assets.

(d) No filings or registrations with, notifications to, or authorizations, Consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Seller in connection with the execution, delivery or performance by Seller of this Agreement or the Transaction Documents or the consummation by Seller of the Contemplated Transactions except related to the MoPSC approval. Neither the Contemplated Transactions nor the Transaction Documents will result in the creation of any Encumbrance against any of the Acquired Assets.

3.3 Assets. Seller has clear, good, and marketable title to, or a valid leasehold interest in, all of the Acquired Assets, free and clear of all Encumbrances. None of the Acquired Assets are leased or on loan by Seller to any third party. The Acquired Assets constitute all of the assets and property that, together with the rights granted or conveyed under the Transaction Documents, are necessary for the operation of the System, the Business and the Acquired Assets as conducted as of the date hereof. Upon the Closing, Buyer shall continue to be vested with good title or a valid leasehold interest in the System and all of the Acquired Assets. The Business constitutes all of the business conducted by any Person in connection with the System.

3.4 Real Property; Easements.

(a) Seller owns and has good and marketable title to the Real Property, free and clear of all options, leases, covenants, conditions, easements, agreements, claims, and other Encumbrances of every kind and there exists no restriction on the use or transfer of such property, in each case except as set forth on Schedule 3.4(b)(i) or Schedule 3.4(b)(ii). Set forth on Schedule 3.4(a) is a complete and accurate listing of all Real Property. Seller is not the lessor or lessee of any real property, and there are no outstanding options, rights of first refusal or rights of first offer to purchase any of the Real Property or any portion thereof or interest therein. Seller has made available to Buyer copies of all title reports, surveys, title policies and appraisals relating to the Real Property. At and after the Closing, Buyer shall have the right to maintain or use the Real Property, including the space, facilities or appurtenances outside the building lines, whether on, over or under the ground, and to conduct such activities thereon as maintained, used or conducted by Seller on the date hereof and such right is not subject to revocation. At and after the Closing, Buyer shall have all rights, easements and agreements necessary for the use and maintenance of water, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Real Property.

(b) The Real Property is properly classified under applicable zoning Laws, ordinances, and regulations for the current and continued operation of the System on the Real Property. No Proceeding is pending or threatened which could adversely affect the zoning classification of the Real Property. There are sufficient parking spaces, loading docks and other facilities at such Real Property to comply with such zoning Laws, ordinances, and regulations and Seller's use or occupancy of the Real Property is not dependent on any permitted non-conforming use or similar variance, exemption, or approval from any Governmental Authority. Seller's current use and occupancy of the Real Property and its operation of the System thereon does not violate any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Real Property. The present use and operation of the Real

Property does not constitute a non-conforming use and is not subject to a variance. Seller has not received any notice of violation of any easements, covenants, restrictions or similar instruments and there is no basis for the issuance of any such notice or the taking of any action for such violation. Set forth on Schedule 3.4(b)(i) hereto is a true, correct and complete list of all easements relating to the Real Property or the Acquired Assets. All of such easements are valid and will be transferred to Buyer and remain in full force as of the Closing. Set forth on Schedule 3.4(b)(ii) hereto is a true, correct and complete list of all rights of way relating to the Real Property or the Acquired Assets. All of such rights of way are valid and will be transferred to Buyer and remain in full force as of the Closing. All Improvements located on, and the use presently being made of, the Real Property comply with all applicable zoning and building codes, ordinances and regulations and all applicable fire, environmental, occupational safety and health standards and similar standards established by Law and the same use thereof by Buyer following Closing will not result in any violation of any such code, ordinance, regulation or standard. There is no proposed, pending or threatened change in any such code, ordinance, regulation or standard which would adversely affect the Business, the System or the Acquired Assets.

(c) No Improvements encroach on any land that is not included in the Real Property or on any easements affecting such Real Property, or violate any building lines or set-back lines, and there are no encroachments onto the Real Property, or any portion thereof, which would interfere with the use or occupancy of such real Property or the continued operation of the System as currently conducted.

(d) There is no unpaid property Tax, levy or assessment against the Real Property (except for Encumbrances relating to Taxes not yet due and payable), nor is there pending or threatened any condemnation Proceeding against the Real Property or any portion thereof.

(e) Except as set forth in Schedule 3.4(e), there is no condition affecting the Real Property or the Improvements located thereon which requires repair or correction to restore the same to reasonable operating condition.

3.5 Personal Property. Set forth on Schedule 3.5(a) is a complete and accurate listing of all Acquired Assets which are personal property. Except as set forth in Schedule 3.5(b): (i) no Acquired Asset which is personal property is in the possession of others (other than immaterial items temporarily in the possession of others for maintenance or repair), (ii) neither Seller nor any of its Affiliates holds any such property on consignment, and (iii) each item of such Acquired Assets has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear) and is suitable for the purposes for which it is presently used.

3.6 No Undisclosed Liabilities. Seller does not have any subsidiaries and does not directly or indirectly own or have any capital stock or other equity interest in any Person. Except (a) to the extent and for the amount reflected as a Liability on the balance sheet included in the Unaudited Financial Statements, (b) Liabilities incurred in the Ordinary Course of Business since the date of the balance sheet included in the Unaudited Financial Statements (none of which will or may reasonably be expected to have an adverse effect upon the Business), or (c) as set forth on Schedule 3.6, Seller does not have any Liabilities whatsoever, known or unknown, asserted or unasserted, liquidated or unliquidated, accrued, absolute, contingent, or otherwise, there is no basis for any claim against Seller, the System or any of the Acquired Assets for any such Liability and there is no basis for any such Liability to become the Liability of Buyer from and after the Closing.

3.7 Tax Matters.

(a) Seller has timely and properly filed all Tax Returns that it was required to file. All such Tax Returns were complete and correct in all respects and were prepared in compliance with all applicable Laws. All Taxes owed by Seller have been paid. Seller is not the beneficiary of any extensions of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the Acquired Assets that arose in connection with any failure (or alleged failure) to pay any Tax.

(b) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, member, stockholder, or other third party. Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(c) There are no audits or examinations of any Tax Returns pending or threatened that relate to Seller's operation of the System or the Acquired Assets. Seller is not a party to any action or Proceeding by any Governmental Authority for the assessment or collection of Taxes relating to the operation of the System or Acquired Assets, nor has such event been asserted or threatened. There is no waiver or tolling of any statute of limitations in effect with respect to any Tax Returns relating to Seller's operation of the System or the Acquired Assets.

(d) None of the Acquired Assets (i) has been or could be treated as a partnership or corporation for United States federal income Tax purposes or (ii) is property that is required to be treated for Tax purposes as being owned by any other Person (other than those Acquired Assets that are leased).

(e) None of the Acquired Assets represent property or obligations of Seller, including but not limited to uncashed checks to vendors, customers or employees, non-refunded overpayments or unclaimed subscription balances, that is escheatable to any Governmental Authority under any applicable escheatment Laws as of the date hereof or that may at any time after the date hereof become escheatable to any Governmental Authority under any applicable escheatment Law.

3.8 Contracts. Set forth on Schedule 3.8 is a complete and correct list of all Contracts related to the System to which Seller is a party or is otherwise bound. Seller has delivered or caused to be delivered to Buyer correct and complete copies of each such Contract (including any and all amendments), a description of the terms of each such Contract which is not in writing, if any, and all documents affecting the rights or obligations of any party thereto.

3.9 Environmental Matters.

(a) Seller is and at all times has been in full compliance with and has not been and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect nor has it received any actual or threatened Order, notice or other communication from any Governmental Authority or other Person of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Real Property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the Real Property or any other real property at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used or processed by

Seller or any other Person for whose conduct it is or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.

(b) There are no pending or threatened claims, Encumbrances or other restrictions of any nature, resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting the Real Property or any other properties and assets (whether real, personal or mixed) in which Seller has or had an interest.

(c) Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has any Environmental, Health and Safety Liabilities with respect to the Real Property or with respect to any other properties and assets (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest or at any property geologically or hydrologically adjoining the Real Property or any such other property or assets that could reasonably be expected to have a material adverse effect thereon.

(d) There are no Hazardous Materials, except those used in connection with the operation of the System and set forth in the list on Schedule 3.9(d), present on or in the Environment at the Real Property or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the Real Property or such adjoining property or incorporated into any structure therein or thereon. Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Real Property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws. There has been no Release or threat of Release, of any Hazardous Materials at or from the Real Property or from or by any other properties and assets (whether real, personal or mixed) in which Seller has or has had an interest, or any geologically or hydrologically adjoining property, whether by Seller or any other Person.

(e) Except as set forth in Schedule 3.9(e), none of the following exists at the System or on the Real Property: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; or (5) landfills, surface impoundments, or disposal areas.

(f) Except as set forth in Schedule 3.9(f) neither Seller nor any of its Affiliates is obligated to provide financial assurance in consideration of the System under Environmental Law.

(g) Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to Hazardous Materials or Hazardous Activities in, on or under the Real Property, or concerning compliance by Seller, its predecessors, or any other Person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, etc. to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller.

3.10 Permits. Set forth on Schedule 3.10 is a complete and correct list of all Permits used by Seller in the continuing operation of the System. Such Permits constitute all those necessary for the continuing operation of the System and are all valid and subsisting and in full

force and effect. No fact or circumstance exists which is reasonably likely to cause any such Permit to be revoked or materially altered subsequent to the execution of this Agreement and the Closing Date. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit.

3.11 Insurance. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of its assets, properties, the System, operations, products and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement and the consummation of the Contemplated Transactions. There are no pending Proceedings arising out of, based upon or with respect to any of such policies of insurance and, to Seller's Knowledge, no basis for any such Proceedings exists. Seller is not in default with respect to any provisions contained in any such insurance policies and no insurance provider is in default with respect to such insurance policies. Set forth in Schedule 3.11 is a true and accurate list of all such insurance policies Seller maintains, and the premiums therefor have been paid in full as they have become due and payable.

3.12 Absence of Certain Changes. There has not been any occurrence or event which, individually or in the aggregate, has had or is reasonably expected to have any Material Adverse Effect. Seller has continually operated the System and the Business only in the Ordinary Course of Business. Without limitation of the foregoing, Seller has not entered into, amended, terminated or received notice of termination of any Permit necessary for the continued operation of the System. In addition, Seller has not taken any action in connection with the System or the Business which, if taken on or after the date hereof, would have required the prior written Consent of Buyer pursuant to Section 6.6 hereof.

3.13 Litigation and Proceedings. There are no Proceedings, either pending or threatened, anticipated or contemplated, against Seller or involving the operation of the System, any of the Acquired Assets, or any of Seller's agents or other personnel in their capacity as such, which could directly affect any of the Acquired Assets or the System. Seller has not been charged with, nor is it under investigation with respect to, any charge which has not been resolved to its favor concerning any violation of any applicable Law with respect to any of the Acquired Assets or the System and there is no valid basis for any such charge or investigation. Neither Seller nor any of its Affiliates has been subject to or threatened to be subject to any Proceeding or Order relating to personal injury, death or property or economic damage arising from products sold, licensed or leased and services performed by Seller or any of its Affiliates with respect to the System or the Business. No judgment, Order, writ, injunction, decree, assessment or other command of any Governmental Authority affecting Seller or any of the Acquired Assets or the System has been entered which is presently in effect. There is no Proceeding pending or, to Seller's Knowledge, threatened which challenges the validity of this Agreement or the Contemplated Transactions or otherwise seeks to prevent, directly or indirectly, the consummation of the Contemplated Transactions, nor is there any valid basis for any such Proceeding.

3.14 Compliance with Laws. Seller is in compliance with all Laws, Permits, Orders, ordinances, rules and regulations, whether civil or criminal, of any federal, state, local or foreign governmental authority applicable to the System or the Business and has not committed any violation of any Law or any provision of its [articles of incorporation or bylaws (or equivalent) governing documents[]] applicable to the Acquired Assets and/or the operation of the System. Except as set forth in Schedule 3.14 neither Seller nor any of its Affiliates has received any notice alleging such default, breach or violation.

3.15 Financial Statements. Attached as Schedule 3.15 are the Financial Statements. The Financial Statements have been prepared in accordance with GAAP and the Accounting Methodologies, subject in the case of the Unaudited Financial Statements to normal year-end adjustments and the absence of footnotes. The Financial Statements were derived from the books and records of Seller, are true, correct and complete in all material respects and present fairly in all material respects the financial condition, operating results and cash flows of Seller as of the dates and during the periods indicated therein (subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments and the absence of footnotes).

3.16 Transactions with Related Parties. Except as set forth on Schedule 3.16, no city employee has any financial interest, direct or indirect, in any supplier or customer of, or other business which has any transactions or other business relationship with, Seller. Without limiting the generality of the foregoing, neither Seller nor any of its Affiliates nor any executive officer of Seller, any of its Affiliates or the Business owns, directly or indirectly, any interest in or is an owner, sole proprietor, member, stockholder, partner, director, officer, employee, consultant or agent of any Person which is a lessor, lessee, customer, licensee, or supplier of the Business and none of the employees of or servicing the Business owns, directly or indirectly, in whole or in part, any tangible property, patent, trademark, service mark, trade name, copyright, franchise, invention, Permit or license which was developed by or is used and necessary for the operation of the Business

3.17 Customer Advances. Set forth on Schedule 3.16 is a complete and accurate list of all unexpired Extension Deposit Agreements (or similar agreements) to which Seller is a party (each an "Extension Deposit Agreement") and which contain unexpired obligations of Seller to provide for the payment of periodic refunds to parties making advances for the construction of facilities for water service. Seller will provide to Buyer within 15 days of the execution of this Agreement (to be updated at Closing), true and complete copies of each such Extension Deposit Agreement. All records of Seller relating to each Extension Deposit Agreement is complete and accurate in all material respects and, together with the relevant Extension Deposit Agreement, is all the information reasonably required to determine Seller's, and, consequently, Buyer's obligations to each party to the Extension Deposit Agreements; and there are no disputes or disagreements with any party to an Extension Deposit Agreement relating to the amount due under that agreement or the method of calculating that amount. Schedule 3.16 may be updated at Closing only with the mutual consent of the parties.

3.18 Accounts Receivable. Set forth on Schedule 3.18 is a list of all the accounts receivable of Seller with respect to the System and an aging schedule related thereto, as of October 31, 2017. Such accounts receivable, together with any such accounts receivable arising between such date and the Closing Date (collectively, the "Accounts Receivable"), are (to the extent not yet paid in full) valid, genuine and existing and arose or will have arisen from bona fide sales of products or services actually made in the Ordinary Course of Business. The Accounts Receivable are not subject to, and Seller has received no notice of, any counterclaim, set-off, defense or Encumbrance with respect to the Accounts Receivable. Except to the extent paid prior to Closing, the Accounts Receivable are and will be current and fully collectible. No agreement for deduction, free goods, discount or deferred price or quantity adjustment has been made with respect to any Accounts Receivable.

3.19 Brokers, Finders. Except as set forth in Schedule 3.19, no finder, broker, agent or other intermediary, acting on behalf of Seller or any of Seller's Affiliates, is entitled to a commission, fee or other compensation in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.

ARTICLE 4
Representations and Warranties of Buyer

Buyer hereby makes the following representations and warranties to Seller:

4.1 Organization. Buyer is a duly organized and validly existing corporation in good standing under the Laws of Missouri and has the power and authority to own, lease and operate its assets and properties.

4.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder.

(b) Neither the execution or delivery of this Agreement nor the consummation of the Contemplated Transactions shall result in: (i) a violation of or a conflict with any provision of the articles of incorporation or the bylaws of Buyer; (ii) a material breach of or default under any term, condition or provision of any Contract to which Buyer is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default; or (iii) a material violation of any applicable Law, Order, judgment, writ, injunction, decree or award or any event which, with the giving of notice, lapse of time, or both, would result in any such violation.

4.3 Brokers, Finders. No finder, broker, agent or other intermediary, acting on behalf of Buyer or any of Buyer's Affiliates, is entitled to a commission, fee or other compensation in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.

ARTICLE 5
Conditions Precedent to Closing

5.1 Conditions Precedent to the Obligations of Buyer. Buyer's obligations to consummate the Contemplated Transactions are subject to the satisfaction in full, unless expressly waived in writing by Buyer, of each of the following conditions:

(a) Authorization of Contemplated Transactions. Buyer shall have obtained all necessary corporate approvals to consummate the Contemplated Transactions, including but not limited to the approval of its Board of Directors;

(b) Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all respects on and as of the date hereof and shall also be true, correct and accurate in all material respects (other than Section 3.5 and representations and warranties qualified as to materiality, which shall have been true, correct and accurate in all respects) on and as of the Closing Date with the same force and effect as though made by Seller on and as of the Closing Date (except to the extent that any such representation or warranty is made solely as of the date hereof or as of another date earlier than the Closing Date, which shall be accurate as of such date);

(c) Covenants. Seller shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by Seller prior to or at the Closing;

(d) Certificates. Seller shall have delivered to Buyer a certificate, dated as of the Closing Date and executed by an officer or other duly authorized representative of Seller, to the effect that the conditions set forth in Sections 5.1(b), (c) and (i) have been satisfied;

(e) Proceedings. No provision of any Law or Order shall be in effect, and no Proceeding by any Person shall be threatened or pending before any Governmental Authority, or before any arbitrator, which would: (i) prevent consummation of the Contemplated Transactions; (ii) have a likelihood of causing the Contemplated Transactions to be rescinded following consummation; (iii) adversely affect the right of Buyer to own any of the Acquired Assets; or (iv) adversely affect the System prospects or the value or condition of any of the Acquired Assets or the System;

(f) Closing Deliverables. Seller shall have delivered or caused to be delivered to Buyer each of the items set forth in Section 2.5(a);

(g) Governmental and Third Party Approvals. (i) Buyer shall have obtained a certificate of convenience and necessity and all necessary regulatory approvals by the MoPSC, or any other applicable regulatory body, and all other applicable Consents and approvals from Governmental Authorities and other third parties which are required in connection with the Contemplated Transactions, each in form and substance (including without limitation with respect to the terms and conditions contained in any such approval) acceptable to Buyer in its sole and absolute discretion, and (ii) any waiting periods under existing Laws, and all extensions thereof, the passing of which is necessary to consummate the Contemplated Transactions, shall have expired;

(h) Due Diligence. Buyer shall have completed and be satisfied, in its sole and absolute discretion, with the results of its due diligence review of the Acquired Assets and Seller, including without limitation with the results of any Phase I Environmental Site Assessment or other environmental assessment performed with respect to the Real Property or the Acquired Assets or chain of title search, all material contracts and operating permits and licenses of the System, and the Seller's operations, contracts, employment practices, compliance, accounting and other items as Buyer deems necessary, as each of the foregoing items relate to the System or the Acquired Assets; and

(i) No Material Adverse Effect. Buyer shall have determined that there shall not have occurred any event or circumstance which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

5.2 Conditions Precedent to Obligations of Seller. Seller's obligation to consummate the Contemplated Transactions is subject to the satisfaction in full, unless expressly waived in writing by Seller, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all respects on and as of the date hereof and shall also be true, correct and accurate in all material respects (other than representations and warranties qualified as to

materiality, which shall have been true, correct and accurate in all respects) on and as of the Closing Date with the same force and effect as though made by Buyer on and as of the Closing Date (except to the extent that any such representation or warranty is made solely as of the date hereof or as of another date earlier than the Closing Date, which shall be accurate as of such date);

(b) Covenants. Buyer shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by Buyer prior to or at the Closing;

(c) Proceedings. No provision of any Law or Order shall be in effect which would prevent consummation of the Contemplated Transactions; and

(d) Closing Deliverables. Buyer shall have delivered or caused to be delivered to Seller each of the items set forth in Section 2.5(b).

ARTICLE 6 Covenants and Special Agreements

6.1 Access to Information; Confidentiality

(a) Access. Between the date of this Agreement and the Closing Date, Buyer may, directly and through its representatives, make such confirmatory investigation of the System and the Acquired Assets as each deems necessary or advisable. In furtherance of the foregoing, Buyer and its representatives shall have reasonable access, upon reasonable notice during normal business hours, to all employees, properties, books, Contracts, customer lists, commitments and records of the Business, and Seller shall furnish and cause to be furnished to Buyer and its representatives such financial and operating data and other information as may from time to time be reasonably requested relating to the System, shall permit Buyer or its representatives to conduct such physical inspections and environmental audits of the Real Property as requested by Buyer and shall permit Buyer or its representatives to conduct interviews of employees of or servicing the Business. Seller and the management, employees, accountants and attorneys of or servicing the Business shall cooperate fully with Buyer and its representatives in connection with such investigation.

(b) Confidentiality.

(i) Prior to Closing, each Party shall ensure that all Confidential Information which such Party or any of its respective officers, directors, employees, counsel, agents, or accountants may have obtained, or may hereafter obtain, from the other Party (or create using any such information) relating to the financial condition, results of operations, System, properties, assets, Liabilities or future prospects of the other Party, any Related Person of the other Party or any customer or supplier of such other Party or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the other Party; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Buyer, to disclosure by or on its behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Contemplated Transactions and to its lenders and professionals for the purpose of obtaining financing of such transactions. Following

Closing, Seller shall ensure that all Confidential Information relating to the financial condition, results of operations, System, properties, assets, Liabilities or future prospects of the Buyer, any Related Person of the Buyer or any customer or supplier of the Buyer or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the Buyer; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Buyer, to disclosure by or on its behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Contemplated Transactions and to its lenders and professionals for the purpose of obtaining financing of such transactions.

(ii) In the event of termination of negotiations or failure of the Contemplated Transactions to close for any reason whatsoever, each Party promptly will destroy or deliver to the other Party and will not retain any documents, work papers and other material (and any reproductions thereof) obtained by each Party or on its behalf from such other Party or its subsidiaries as a result of this proposal or in connection therewith, whether so obtained before or after the execution hereof, and will not use any information so obtained and will cause any information so obtained to be kept confidential and not used in any way detrimental to such other Party.

6.2 Publicity; Announcements. Until after the Closing, no press release concerning this Agreement or the transactions contemplated hereby shall be issued or made without the prior approval of the parties hereto, except as required by applicable law.

6.3 Cooperation. Subject to the terms and conditions of this Agreement, the Parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under applicable Law to make effective the Contemplated Transactions as promptly as practicable. Prior to the Closing, the parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth in Section 5.1(g). Any and all filing fees in respect of such filings shall be paid by Seller. From and after the Closing, the parties shall do such acts and execute such documents and instruments as may be reasonably required to make effective the transactions contemplated hereby. On or after the Closing Date, the parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. Should Seller, in its reasonable discretion, determine after the Closing that books, records or other materials constituting Acquired Assets are still in the possession of Seller, Seller shall promptly deliver them to Buyer at no cost to Buyer. Seller hereby agrees to cooperate with Buyer to ensure a proper transition of all customers with respect to billing and customer service activities. Buyer shall take the lead in obtaining MoPSC approval with respect to the Contemplated Transactions.

6.4 Exclusivity. Seller will not and will not permit its affiliates, officers, directors, employees or other agents or representatives to, at any time prior to the termination of this Agreement, directly or indirectly, (i) take any action to solicit, initiate or encourage the making of any Acquisition Proposal, or (ii) discuss or engage in negotiations concerning any Acquisition Proposal with, or further disclose any non-public information relating to Seller to, any person or

entity in connection with an Acquisition Proposal, in each case, other than Buyer and its representatives.

6.5 No Inconsistent Action. Prior to the Closing Date, no Party shall take any action, and each Party will use its commercially reasonable efforts to prevent the occurrence of any event (but excluding events which occur in the Ordinary Course of Business and events over which such Party has no control), which would result in any of its representations, warranties or covenants contained in this Agreement or in any Transaction Document not to be true and correct, or not to be performed as contemplated, at and as of the time immediately after the occurrence of such action or event. If at any time prior to the Closing Date, a Party obtains knowledge of any facts, circumstances or situation which constitutes a breach, or will with the passage of time or the giving of notice constitute a breach, of any representation, warranty or covenant of such Party under this Agreement or any Transaction Document or will result in the failure of any of the conditions contained in Article 5 to be satisfied, such Party shall give the other Party prompt written notice thereof; provided, however, that no such notice shall cure any breach of any representation, warranty or covenant contained herein or therein or will relieve any such Party of any obligations hereunder or thereunder unless specifically agreed to in writing by the other Party.

6.6 Conduct of Business. Between the date of this Agreement and the Closing Date, Seller shall carry on the operation of the System, the Business and the Acquired Assets in the Ordinary Course of Business and in compliance with Law, not introduce any materially new method of management or operation, use reasonable best efforts to preserve the System, the Business and the Acquired Assets, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it, maintain in full force and effect all policies of insurance now in effect for the benefit of Seller, maintain supplies at a level which is sufficient to operate the System in accordance with past practice and maintain the Acquired Assets in substantially the condition currently existing, normal wear and tear excepted. By way of illustration and not limitation, Seller will not, between the date hereof and the Closing Date, directly or indirectly do, or prepare to do, any of the following without the prior written Consent of Buyer, (a) sell, lease, transfer or otherwise dispose of, or license, mortgage or otherwise encumber, or give a security interest in or subject to any Encumbrances, any of the Acquired Assets, (b) merge or consolidate with or acquire, or agree to merge or consolidate with or acquire (by merging or consolidating with, or by purchasing a substantial portion of the stock or assets of, or by any other manner), any business or corporation, partnership, joint venture, association or other business organization or division thereof or otherwise change the overall character of the Business in any material way, (c) enter into any Contract other than in the Ordinary Course of Business, (d) abandon, sell, license, transfer, convey, assign, fail to maintain or otherwise dispose of any item of the transferred intellectual property, (e) make any change in any of its present accounting methods and practices, (f) make any new Tax election, or change or revoke any existing Tax election, or settle or compromise any Tax liability or file any income Tax Return prior to the last day (including extensions) prescribed by Law, in the case of any of the foregoing, material to the business, financial condition or results of operations of Seller, (g) engage in any transactions with any Related Person which would survive Closing, (h) pay, discharge, settle or satisfy any material claims or Liabilities (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the Ordinary Course of Business or in accordance with their terms, of Liabilities reflected or reserved against in the Financial Statements (or the notes thereto), or not required by GAAP to be so reflected or reserved, or incurred since December 31, 2016 in the Ordinary Course of Business, or waive any material benefits of, or agree to modify any material confidentiality, standstill, non-solicitation or similar agreement with respect to the Business to which Seller or any of its Affiliates is a party, (i) engage in any activity with the purpose or intent of (A) accelerating the collection of

accounts receivable or (B) delaying the payment of the accounts payable, (j) enter into commitments for new capital expenditures in excess of \$25,000 in the aggregate, (k) create or issue or grant an option or other right to subscribe, purchase or redeem any of its securities or other equity interests (other than with Buyer), (l) adopt a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or dissolution, merger, consolidation, restructuring, recapitalization or reorganization or (m) enter into any agreement (conditional or otherwise) to do any of the foregoing.

6.7 No Transfer at Odds with Law. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to require the conveyance, assignment or transfer of any Acquired Asset that by operation of applicable Law cannot be conveyed, assigned, transferred or assumed. Each Party shall continue to use reasonable best efforts to obtain at the earliest practicable date all unobtained Consents or approvals required to be obtained by it in connection with the transfer of the Acquired Assets or performance of any Transaction Document. If and when any such Consents or approvals shall be obtained, then Seller shall promptly, and hereby does, assign its rights and obligations thereunder to Buyer without payment of consideration and Buyer shall, and hereby does, without the payment of any consideration therefor, (i) assume such rights and obligations or (ii) perform (or agree to perform) under such Transaction Document, as applicable. Each Party shall execute such good and sufficient instruments as may be necessary to evidence such assignment and assumption. The entire beneficial interest in and to, and the risk of loss with respect to, the Acquired Assets shall, regardless of when legal title thereto shall be transferred to Buyer, pass to Buyer at Closing as of the Effective Time, and Seller shall, without consideration therefor, pay, assign and remit to Buyer all monies, rights and other consideration received in respect of such performance. To the extent permitted by Law, Seller shall exercise or exploit its rights in respect of such Acquired Assets only as directed by Buyer.

6.8 Release of Encumbrances. Seller promptly shall take such actions as shall be requested by Buyer to secure the release of all Encumbrances relating to the Acquired Assets, in each case in substance and form reasonably satisfactory to Buyer and its counsel.

6.9 Retention of Records. Subject to applicable Law and, subject to any applicable restrictions as to confidentiality (as to which Buyer does not provide indemnification, or the waiver of which Seller shall not have obtained after using reasonable best efforts), Seller shall preserve any books and records relating to the System or the Business that are not delivered to Buyer hereunder for a period no less than seven (7) years after the Closing Date (or such longer period as shall be required by applicable Law), and Seller shall make available such books and records for review and copying to Buyer and its authorized representatives following the Closing at Buyer's expense upon reasonable notice during normal business hours. During such period, Seller shall permit, to the extent permitted by applicable Law and upon request of Buyer, Buyer and any of its agents, representatives, advisors or consultants reasonable access to employees of or servicing the Business for information related to periods up to and including the Closing.

6.10 Tax Covenants.

(a) Seller shall pay all Taxes of Seller, the System and the Acquired Assets for any Tax year or period (or portion thereof) ending at or before the Closing. For the purposes of this Section 6.10(a), the portion of such personal property or similar ad valorem Tax that relates to the Tax period ending as of the Closing shall be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction, the numerator of which is the number of days in the Tax period ending as of the Closing and the denominator of which is the number of days in the

entire Tax period. For purpose of this Section 6.10(a), the portion of all other Taxes that relates to the Tax period ending as of the Closing shall be determined on the basis of an interim closing of the books.

(b) Each Party agrees to furnish or cause to be furnished to the other Party, upon request, as promptly as practical, such information (including reasonable access to books and records, Tax Returns and Tax filings) and assistance as is reasonably necessary for the filing of any Tax Return, the conduct of any Tax audit, and for the prosecution or defense of any claim, suit or Proceeding relating to any Tax matter. The Parties shall cooperate with each other in the conduct of any Tax audit or other Tax Proceedings and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 6.10(b).

ARTICLE 7 Indemnification

7.1 Survival of Representations and Warranties and Covenants.

(a) All of the representations and warranties made by Seller in this Agreement, its Schedules, or any certificates or documents delivered hereunder shall survive the Closing Date and consummation of the Contemplated Transactions for a period of three (3) years; provided, however, that the representations and warranties contained in Sections 3.1, 3.2, 3.3, 3.5, 3.6, 3.7, 3.9 and 3.19 shall survive indefinitely.

7.2 Indemnification and Payment of Damages by Seller. Subject to the terms of this Article 7, and to the extent allowed under Missouri law, Seller hereby agrees to fully pay, protect, defend, indemnify and hold harmless the Indemnified Persons from any and all Damages arising out of, resulting from, relating to or caused by: (i) any inaccuracy in or breach of (or any claim by any third party alleging or constituting an inaccuracy or breach of) any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other Transaction Document by, Seller; (ii) all Liabilities and/or duties of Seller, whether accruing prior to or after the Closing Date, and any Encumbrance affecting the Acquired Assets; (iii) assessments, charges and other similar claims due or owing, directly or indirectly, by Seller or otherwise as a result of or on account of the Acquired Assets or the System at any time prior to the Closing Date; (iv) the ownership and/or operation of any of the Acquired Assets or the System prior to Closing; (v) any Proceeding now existing or hereafter arising and relating to the Acquired Assets or the System and arising from events or matters occurring prior to the Closing Date; (vi) any Excluded Assets; (vii) any and all Taxes imposed on or arising from the transfer of the Acquired Assets; (viii) intercompany accounts payable and accounts receivable by and among Seller and/or its Affiliates; (ix) transaction costs and expenses incurred by or on behalf of Seller in connection with this Agreement or the Contemplated Transactions; or (x) any matters described on Schedule 7.2.

7.3 Indemnification By Buyer. Buyer hereby agrees to fully pay, protect, defend, indemnify and hold harmless Seller and its respective successors and assigns, from any and all Damages incurred by any of them arising out of, resulting from, relating to or caused by (i) any inaccuracy in or breach of any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other Transaction Document by, Buyer or (ii) transaction costs and expenses incurred by or on behalf of Buyer in connection with this Agreement or the Contemplated Transactions.

7.4 Notice of Claim. In the event that either party seeks indemnification on behalf of an Indemnified Person, such party seeking indemnification (the "Indemnified Party") shall give reasonably prompt written notice to the indemnifying party (the "Indemnifying Party") specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; provided, however, that the right of a person or entity to be indemnified hereunder shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Subject to the terms hereof, the Indemnifying Party shall pay the amount of any valid claim not more than 10 days after the Indemnified Party provides notice to the Indemnifying Party of such amount.

7.5 Right to Contest Claims of Third Persons. If an Indemnified Party is entitled to indemnification hereunder because of a claim asserted by any Third Person, the Indemnified Party shall give the Indemnifying Party reasonably prompt notice thereof after such assertion is actually known to the Indemnified Party; provided, however, that the right of a Person to be indemnified hereunder in respect of claims made by a Third Person shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Buyer shall have the right, upon written notice to Seller, to investigate, contest or settle the Third Person Claim. Seller may thereafter participate in (but not control) the defense of any such Third Person Claim with its own counsel at its own expense. If Seller thereafter seeks to question the manner in which Buyer defended such Third Person Claim or the amount or nature of any such settlement, Seller shall have the burden to prove by clear and convincing evidence that conduct of Buyer in the defense and/or settlement of such Third Person Claim constituted gross negligence or willful misconduct. The Parties shall make available to each other all relevant information in their possession relating to any such Third Person Claim and shall cooperate in the defense thereof, provided that Buyer shall control the defense thereof. Promptly (and in any event within 10 days) following the resolution of any Third Person Claim, Seller shall pay to Buyer any amount to which Buyer is entitled pursuant to this Article 7 with respect to such Third Person Claim.

7.6 Certain Indemnification Matters.

(a) Notwithstanding anything contained herein or elsewhere to the contrary, all "material" and "Material Adverse Effect" or similar materiality type qualifications contained in the representations and warranties set forth in this Agreement shall be ignored and not given any effect for purposes of the indemnification provisions hereof, including, without limitation, for purposes of determining whether or not a breach of a representation or warranty has occurred and/or determining the amount of any Damages.

(b) No information or knowledge acquired, or investigations conducted, by Buyer or its representatives, of Seller or the System or otherwise shall in any way limit, or constitute a waiver of, or a defense to, any claim for indemnification by any Indemnified Persons under this Agreement.

**ARTICLE 8
Termination**

8.1 Termination. This Agreement may be terminated at any time prior to the Closing only (a) by mutual written Consent of Seller and Buyer, (b) by Buyer, if the Seller is unable to obtain the assignment contemplated in section 2.5(xii) within a reasonable amount of time, (c) by Buyer, if Buyer is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation,

warranty, covenant or agreement contained in this Agreement on the part of Seller and Seller has not cured such breach within five (5) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (d) by Buyer, if, at any time before Closing, Buyer is not satisfied with the results of its due diligence review of the System and the Acquired Assets, (e) by Seller if Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Buyer and Buyer has not cured such breach within five (5) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (f) by Seller or Buyer upon written notice to the other, if any court of competent jurisdiction or other competent Governmental Entity shall have issued a statute, rule, regulation, Order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions, and such statute, rule, regulation, Order, decree or injunction or other action shall have become final and non-appealable, (g) by Buyer, if all necessary regulatory approvals (including rate treatment, refunds and setting of rate base and all approvals described in Section 5.1(g)) contemplated hereby or otherwise necessary to close the Contemplated Transactions have not been obtained within 270 days of the date hereof, or (h) by Buyer if any Material Adverse Effect shall have occurred or, in the reasonable judgment of Buyer, shall be reasonably likely to occur.

8.2 Effect of Termination. The right of each Party to terminate this Agreement under Section 8.1 is in addition to any other rights such Party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate, except that the obligations set forth in the Confidentiality Agreement, Section 6.1(b) (“Confidentiality”), Section 6.2 (“Publicity; Announcements”), this Section 8.2 (“Effect of Termination”) or Article 9 (“General Provisions”) will survive; provided, however, that if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party’s obligations under this Agreement is not satisfied as a result of the other Party’s failure to comply with its obligations under this Agreement, the terminating Party’s right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 9 General Provisions

9.1 Amendment and Modification. No amendment, modification or supplement of any provision of this Agreement will be effective unless the same is in writing and is signed by the Parties.

9.2 Assignments. Seller may not assign or transfer any of its rights or obligations under this Agreement to any other Person without the prior written Consent of Buyer. Buyer may not assign its rights and obligations under this Agreement to any third party, without the prior written Consent of Seller, but may assign its rights and obligations under this Agreement to any Related Person or successor in interest without the Consent of Seller. Subject to this Section 9.2, all provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties hereto and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

9.3 Captions; Construction. Captions contained in this Agreement and any table of contents preceding this Agreement have been inserted herein only as a matter of convenience

and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

9.4 Counterparts; Facsimile. This Agreement may be executed by the Parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties hereto notwithstanding that all the Parties hereto are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by e-mail, facsimile machine or telecopier is to be treated as an original document.

9.5 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties hereto, whether oral or written, executed by the Parties pertaining to the subject matter hereof. All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

9.6 Governing Law. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Missouri applicable to Contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.7 Legal Fees, Costs. Except as provided herein, all legal, consulting and advisory fees and other costs and expenses incurred in connection with this Agreement and the Contemplated Transactions are to be paid by the Party incurring such costs and expenses.

9.8 Notices. All notices, Consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person or by e-mail, (ii) three (3) Business Days after deposited in the United States mail, first class postage prepaid, or (iii) in the case of telegraph or overnight courier services, one (1) Business Day after delivery to the telegraph company or overnight courier service with payment provided, in each case addressed as follows:

(a) if to Seller, (i) to City of De Kalb, PO Box 104, Dekalb, Missouri 64440 Attn: Mayor, with a copy to Mr. Joe Lauber, at 308 E. High, Suite 108, Jefferson City, MO 65101 or

(b) if to Buyer, (i) to Missouri-American Water Company, 727 Craig Road, St. Louis, Missouri 63141, Attn: Mr. Richard Svindland, President (rich.svindland@amwater.com), (ii) with a copy to Missouri-American Water Company, 727 Craig Road, St. Louis, Missouri 63141, Attn: Legal Department (tim.luft@amwater.com) or to such other address as any Party hereto may designate by notice to the other Parties in accordance with the terms of this Section.

9.9 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term hereof, which shall remain in full force and effect, for so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party.

9.10 Specific Performance and Injunctive Relief; Remedies. The Parties hereto recognize that if any or all of them fail to perform, observe or discharge any of their respective obligations under this Agreement, a remedy at law may not provide adequate relief to the other Parties hereto. Therefore, in addition to any other remedy provided for in this Agreement or under applicable Law, any Party hereto may demand specific performance of this Agreement, and such Party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time when any of the other Parties hereto fail to comply with any of the provisions of this Agreement applicable to such Party. To the extent permitted by applicable Law, all Parties hereto hereby irrevocably waive any defense based on the adequacy of a remedy at law which might be asserted as a bar to such Party's remedy of specific performance or injunctive relief. Except as otherwise provided herein, all rights and remedies of the parties under this Agreement are cumulative and without prejudice to any other rights or remedies under Law. Nothing contained herein shall be construed as limiting the Parties' rights to redress for fraud.

9.11 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns (and those Persons entitled to recover under the indemnity provisions hereof), and no other Person (other than those Persons entitled to recover under the indemnity provisions hereof) has any right, title, priority or interest under this Agreement or the existence of this Agreement.

9.12 Waiver of Compliance; Consents. Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be waived by the other Party only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits Consent by or on behalf of any Party hereto, such Consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 9.12.

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first set forth above:

**Missouri-American Water Company, a
Missouri corporation**

The City of De Kalb

By: 
Richard Svindland, President

By: 
Mayor

Attest:

Attest:





APPENDIX D

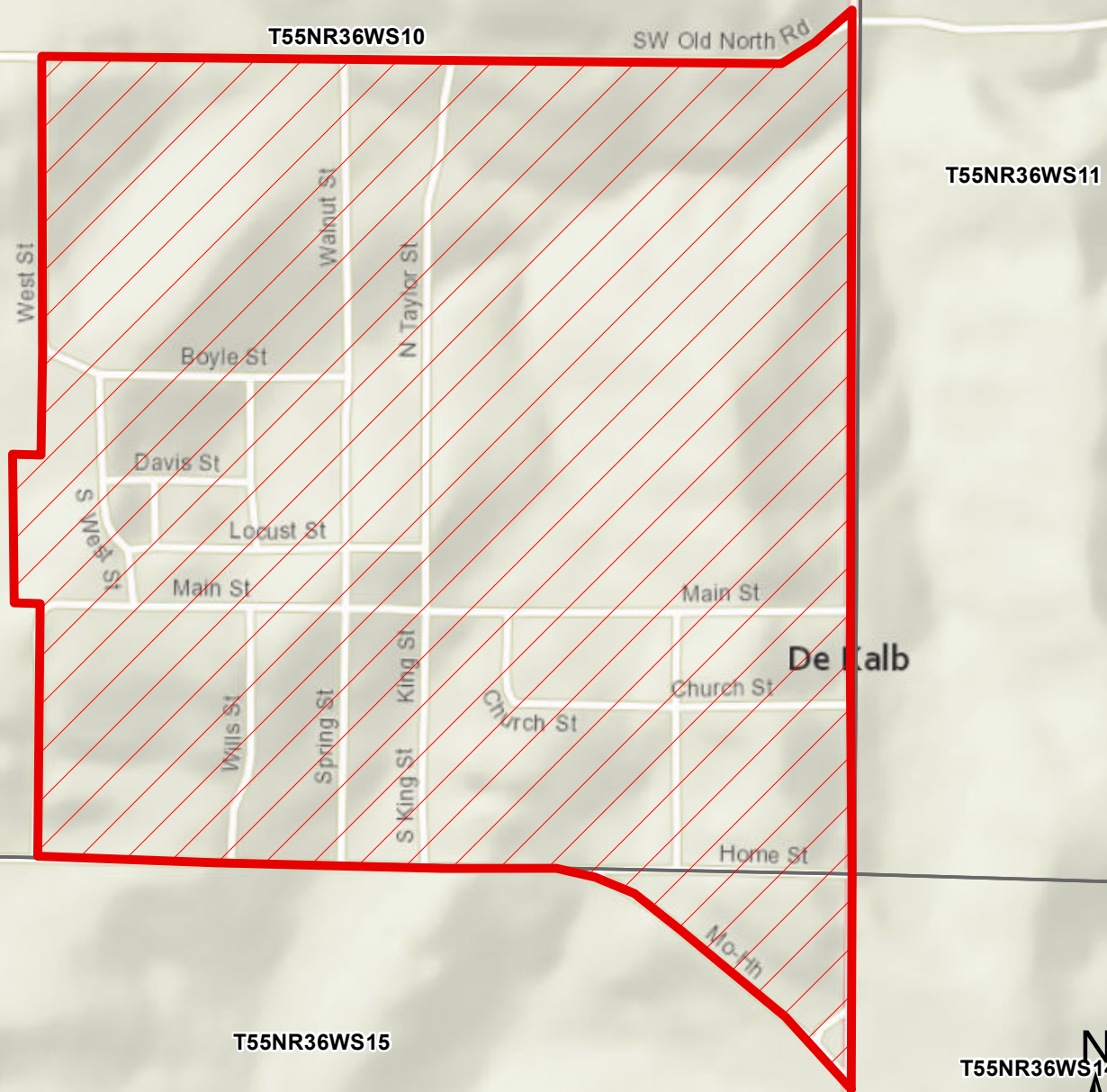
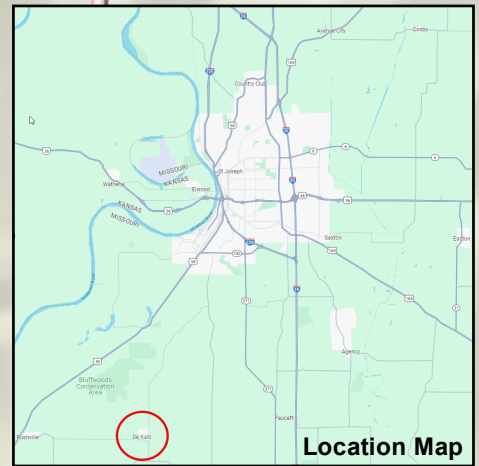
Certificated Area


Legal Description

A tract of land predominantly located within the **Southeast Quarter of Section 10 and partially within Sections 11, 14 and 15, Township 55 North, Range 36 West**, in the City of Dekalb, Buchanan County Missouri and being more particularly described as follows:

Beginning at the intersection of a line running North and South, being 20' West of and parallel to the West Line of West street and a line running East and West, being 20' North of and parallel to the North Line of Southwest Old North Road; thence East, along said line, to its projected intersection with a line 20' East of and parallel to the East line of Southwest State Route JJ, (aka, Dekalb Road); thence South, along said parallel line to its intersection with the Southeasterly projection of a line 20' Southwest of and parallel to Southwest State Highway JJ; thence Northwest, along said parallel line to its intersection with the East projection of a line 20' South of and parallel to the South line of Southwest State Highway HH; thence West, along said parallel line, to its intersection with the South projection of a line 20' West of and parallel to the West Line of Main Street; thence North, along said parallel line to a point on the West projection of the center line of Main Street, being also a point on a tract of land being now or formerly owned by De Kalb Middle and High School; thence West, along said center line to the intersection with a line 20' West of and parallel to the East line of said DeKalb Middle and Highschool; thence North along said parallel line to a point in the North line of said De Kalb tract; thence East, along said North line to its intersection with the South projection of a line 20' West of and parallel to the West line of West Street; thence North, along said parallel line and its North projection to the **POINT OF BEGINNING**. Containing 7,757,298 Square Feet or 178 acres more or less.

The entirety of the area surrounding the proposed Dekalb Certificated Area is serviced by Buchanan County PWS #1 (MO1024064)



	Dekalb Certificate Area
	Public Land Survey

T55NR36WS14



NOT TO SCALE

Appendix F-C has been marked CONFIDENTIAL in its entirety.

Appendix G-C has been marked CONFIDENTIAL in its entirety.

**Customer Service Transition
City of Dekalb Acquisition**

Current City of Dekalb Practice		Proposed MAWC Practice	
Customer Service Physical Location			
<u>Office Location:</u> Lisa Twigg 205 Church St Dekalb, Mo 64440	<u>Hours of Operation:</u> Monday - Friday 12:00 pm – 4:00 pm	<u>Office Location:</u> Missouri-American Water 3524 South Leonard Rd St. Joseph, MO 64503	<u>Hours of Operation:</u> Monday - Friday 7:00 am – 3:30 pm
Customer Service Contact Information			
<u>Contact:</u> Lisa Twigg 205 Church St Dekalb, Mo 64440		<u>Contact:</u> Customer Service Center (866-430-0820) OR Customer Portal www.missouriamwater.com OR Direct E-mail welcomemoaw@amwater.com	
<u>Hours Available:</u> Monday - Friday 12:00 pm – 4:00 pm		<u>Hours Available:</u> Customer Service Center Monday – Friday 7:00 am – 7:00 pm (24/7 for emergencies)	
Payment Options			
Cash or Check Pay via mail or drop box		Cash or Check Debit/Credit Card Electronic Funds Transfer (“EFT”) Pay via mail, telephone, online or at select third party payment locations. No transaction fees for debit/credit cards	
Billing Process			
Meters are read on the 21st of each month Bills are Generated on the 25th of each month Bills are due the 15th of each month.		Standard MAWC billing process Bill generated within 3 days of meter read, with due date of 21 days from invoice date.	

Note: Customers will be integrated into the MAWC systems, and do not need to apply for service at the time of transition.

Other Customer Service Documentation

Appendix H1	MAWC Collections Process Timeline
Appendix H2	Sample Customer Discontinuance, Final Discontinuance & Overdue Payment Notices
Appendix H3	Sample Customer Welcome Letter & Customer Rights and Responsibilities
Appendix H4	Sample Customer Bill

1017	Missouri	Missouri	Missouri	Missouri	Missouri	Missouri
Strategy	Residential	Residential STL county	NonResidential	NonResidential STL county	Sewer Only	Multi Dwelling
Threshold	\$75	\$150	\$75	\$150	\$75	\$100
Day Zero = Invoice Postmark						
Day 1	Invoice	Invoice	Invoice	Invoice	Invoice	Invoice
Day 2	↓	↓	↓	↓	↓	↓
Day 3	↓	↓	↓	↓	↓	↓
Day 4	↓	↓	↓	↓	↓	↓
Day 5	↓	↓	↓	↓	↓	↓
Day 6	↓	↓	↓	↓	↓	↓
Day 7	↓	↓	↓	↓	↓	↓
Day 8	↓	↓	↓	↓	↓	↓
Day 9	↓	↓	↓	↓	↓	↓
Day 10	↓	↓	↓	↓	↓	↓
Day 11	↓	↓	↓	↓	↓	↓
Day 12	↓	↓	↓	↓	↓	↓
Day 13	↓	↓	↓	↓	↓	↓
Day 14	↓	↓	↓	↓	↓	↓
Day 15	↓	↓	↓	↓	↓	↓
Day 16	↓	↓	↓	↓	↓	↓
Day 17	↓	↓	↓	↓	↓	↓
Day 18	↓	↓	↓	↓	↓	↓
Day 19	↓	↓	↓	↓	↓	↓
Day 20	↓	↓	↓	↓	↓	↓
Day 21	Due Date	Due Date	Due Date	Due Date	Due Date	Due Date
Day 22	DD+1	DD+1	DD+1	DD+1	DD+1	DD+1
Day 23	DD+2	DD+2	DD+2	DD+2	DD+2	DD+2
Day 24	DD+3	DD+3	DD+3	DD+3	DD+3	DD+3
Day 25	DD+4	DD+4	DD+4	DD+4	DD+4	DD+4
Day 26	DD+5	DD+5	DD+5	DD+5	DD+5	DD+5
Day 27	LDSN	LDSN	LDSN	LDSN	LSON	MDDN
Day 28	DD+7	DD+7	DD+7	DD+7	DD+7	DD+7
Day 29	DD+8	DD+8	DD+8	DD+8	DD+8	DD+8
Day 30	CAF1	CAF1	CAF1	CAF1	DD+9	CAF1
Day 31	CAFP	CAFP	CAFP	CAFP	CAF1	CAFP
Day 32	DD+11	DD+11	DD+11	DD+11	CAFP	DD+11
Day 33	LDMO	LDMO	LDMO	LDMO	BSEW	DD+12
Day 34	DD+13	DD+13	DD+13	DD+13		DD+13
Day 35	DD+14	DD+14	DD+14	DD+14		DD+14
Day 36	DD+15	DD+15	DD+15	DD+15		DD+15
Day 37	DD+16	DD+16	DD+16	DD+16		DD+16
Day 38	ODSN	ODSN	ODSN	ODSN		OPNL
Day 39	DD+18	DD+18	DD+18	DD+18		DD+18
Day 40	DD+19	DD+19	DD+19	DD+19		DD+19
Day 41	DD+20	DD+20	DD+20	DD+20		DD+20
Day 42	DD+21	DD+21	DD+21	DD+21		DD+21
Day 43	DD+22	DD+22	DD+22	DD+22		DD+22
Day 44	DD+23	DD+23	DD+23	DD+23		DD+23

Day 45	MOUT	MOUT	MOUT	MOUT		DD+24
Day 46						DD+25
Day 47						DD+26
Day 48						DD+27
Day 49						DD+28
Day 50						OMDN
Day 51						DD+30
Day 52						DD+31
Day 53						DD+32
Day 54						DD+33
Day 55						DD+34
Day 56						DD+35
Day 57						DD+36
Day 58						MOUT
Day 59						
Day 60						
Day 61						
Day 62						

02/22/2023

For Service To:
Account Number:
Service Address:

FINAL DISCONTINUANCE NOTICE
PAY THIS AMOUNT: \$136.36 PRIOR TO: 02/27/2023

Payment on your Water account is overdue. If payment is not received, your service may be shut off on or after 02/27/2023. You can prevent discontinuation of water service by paying \$136.36.

It is our sincere goal to work with you to correct this situation before further action becomes necessary. Please respond immediately so that we can assist you as best as possible. If you do not respond to this notice and your service is disconnected, any installment plan may be considered in default and you may be required to pay the full amount due including a disconnection charge, restoration charge, along with an excavation charge, if required. Please call customer service at the number listed below to ensure payment is applied to your account immediately.


Please note, someone must be available at the premises when service is restored.


Disconnection Charge: \$27.50
Regular Hour Restoration Charge: \$27.50
Off Hour Restoration Charge: \$159.00
Excavation Charge: Actual Cost


Payment must be made before 3:00 pm to have service restored the same day and to avoid the off-hour restoration charge.

For St. Louis County customers only: If discontinuance of service becomes necessary, operation of the customer owned stop cock will be necessary. If the stop cock is found inoperable or breaks in the process of either discontinuing or restoring service, you will be required to repair or replace the stop cock prior to service being restored.

CONVENIENT PAYMENT OPTIONS

 **Pay your bill online:**
www.amwater.com/myaccount

 **Pay by Phone: 855-748-6066**
24 hours a day, seven days a week
TTY/TDD FOR THE HEARING
IMPAIRED: 711 (and then
reference Customer Service
number listed above)

 **Pay in person:** for a list of approved payment locations, visit www.amwater.com/myaccount

Customer Service: M-F 7am to 7pm Emergency: 24/7: 1-855-669-8753 www.missouriamwater.com

For Service To: XXXX DELMAR BLVD
ST LOUIS, MO 63130-4719

Account Number	
Pay Before	03/06/2023
Total Due	395.16

TIME SENSITIVE NOTICE:

To ensure timely receipt of your payment, please use one of the payment options noted below. Do not mail your payment.

IMPORTANT: DISCONTINUANCE NOTICE
Please read and take the steps needed to avoid your service from being discontinued.

PAY THIS AMOUNT \$395.16 PRIOR TO 03/06/2023

Payment on your Water account is overdue. If payment is not received, your service may be shut off on or after 03/06/2023. You can prevent discontinuation of water service by paying the amount printed above. Please use one of our convenient payment options listed below to ensure your payment is applied to your account immediately.

It is our sincere goal to work with you to correct this situation before further action becomes necessary. Please respond immediately so that we can assist you as best as possible. If you do not respond to this notice and your service is disconnected, any installment plan may be considered in default and you may be required to pay the full amount due including a disconnection charge, a restoration charge, along with an excavation charge, if required.

Please note, someone must be available at the premises when service is restored.

- Disconnection Charge: \$27.50**
- Regular Hour Restoration Charge: \$27.50**
- Off Hour Restoration Charge: \$159.00**
- Excavation Charge: Actual Cost**

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CONVENIENT PAYMENT OPTIONS

8 Pay your bill online:
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MISSOURI AMERICAN WATER CUSTOMER SERVICE

1-866-430-0820

HOURS: M-F, 7am-7pm ▪ Emergencies: 24/7

TTY/TDD FOR THE HEARING IMPAIRED: 711 (and then reference Customer Service number listed above)

Esto es un aviso importante sobre su servicio de agua. Para la ayuda de la traducción, por favor llamas a Missouri American Water al numero 1-866-430-0820.

ADDRESS, EMAIL OR PHONE NUMBER CHANGE REQUEST

Please let us know if we need to update your contact information in our records. NOTE: If you are moving or need to make a name change, please contact our customer service center at the phone number listed on the front of this notice. Updates to your contact information can also be made through our online self-service tool, **MyWater**. Access MyWater by visiting amwater.com/mywater.

EASY PAYMENT OPTIONS

- **Online:** Visit www.amwater.com/billpay.
- **By phone:** 24/7 at 1-855-748-6066.
- **In person:** To find an authorized payment location near you, visit us online at missouriamwater.com. See Customer Service & Billing or call.

Want to avoid late payments in the future?

Consider enrolling in Auto Pay. Enroll in Auto Pay, and your bill will be paid on time, every time. Each month, payments are automatically deducted from your checking or savings account on the due date. No stamps required.

Want to cut down on clutter and save some trees?

Consider enrolling in our Paperless Billing Program. You must first sign up for MyWater by visiting amwater.com/mywater. After you enroll, you will only receive your bills online.

CUSTOMER ASSISTANCE PROGRAMS

If you're experiencing financial hardship, please reach out to us. We may be able to assist. Here are some of the programs we offer to help keep your life flowing:

FINANCIAL ASSISTANCE

Through our H2O Help to Others Program, we offer financial assistance to customers who qualify, as well as a Low-Income Assistance Program for eligible customers in certain areas.

Learn more online at missouriamwater.com. Under Customer Service & Billing, select Payment Assistance Program.

INSTALLMENT PLANS

You may be eligible for an installment plan to extend the time you have to pay a past due balance. Installment plans vary based on your past due amount and the information you provide to us about your ability to pay. We collect this information, including household income and number of people in your household, to determine what options we can provide to you.

BUDGET BILLING

Budget billing is a free service that is available to eligible residential customers. The program makes managing your cash flow easier by providing predictable monthly payments and avoiding unplanned seasonal spikes that may be difficult to pay.

WATER SAVING TIPS AND TOOLS

We offer tips and tools to help customers save water and money:

- **Leak Detection Kit** to help identify common and not-so-common household leaks.
- **Conservation Tips**

Visit missouriamwater.com. Under Water Information, select Detecting Leaks and Wise Water Use.

MANAGE YOUR ACCOUNT ONLINE WITH MYWATER

MyWater is a fast and easy way to access and manage your account online.

Here are a few things you can do through MyWater:

- View and pay your bill
- Sign up for our Auto Pay and Paperless Billing programs.
- Check your account balance.
- Update your contact information.
- Sign up to receive emergency and non-urgent alerts by email, phone and text.
- View your water use history. (See in which months you use the most water to help determine ways you can save water and money.)

Access MyWater online at amwater.com/mywater.

For Service To: 8442 GOLDEN SPRING CT LT 41
CEDAR HILL, MO 63016-0000

Account Number	
Pay Before	02/28/2023
Total Due	98.13

TIME SENSITIVE NOTICE:

To ensure timely receipt of your payment, please use one of the payment options noted below. Do not mail your payment.

IMPORTANT: OVERDUE NOTICE
Please read and take the steps needed to avoid your service from being terminated.

PAY THIS AMOUNT \$98.13 PRIOR TO 02/28/2023

Providing reliable, quality wastewater service to our customers is a top priority. That's why we are contacting you today about a very important matter regarding your account. Your wastewater bill for the amount shown above is now overdue. To assure continued service, payment is due upon receipt of this notice. If you have already submitted your payment, thank you and please disregard this notice. As a reminder, we provide our customers with several convenient ways to pay their bills.

1. Register for a self-service account and submit payment at www.amwater.com/MyAccount.
2. Sign up for our automatic payment program through our web site.
3. Mail your payment using the return envelope enclosed with your bill.
4. Pay by phone by calling 855-748-6066. (A small fee is charged for this service.)
5. Pay at a local authorized payment location. You can search for sites by zip code on our website.
6. If you do not respond to this notice and your service is disconnected, any installment plan may be considered in default and you may be required to pay the full amount due and a service charge of \$0.00 before service is reconnected.

If you are unable to make payment in full, you may contact the company within the next 10 days to see if you are eligible to make payment arrangements.

Again, thank you for the opportunity to provide quality, reliable wastewater service in your community. If you have additional questions, please contact our customer service center at 1-855-669-8753.

CONVENIENT PAYMENT OPTIONS

8 Pay your bill online:
www.amwater.com/myaccount

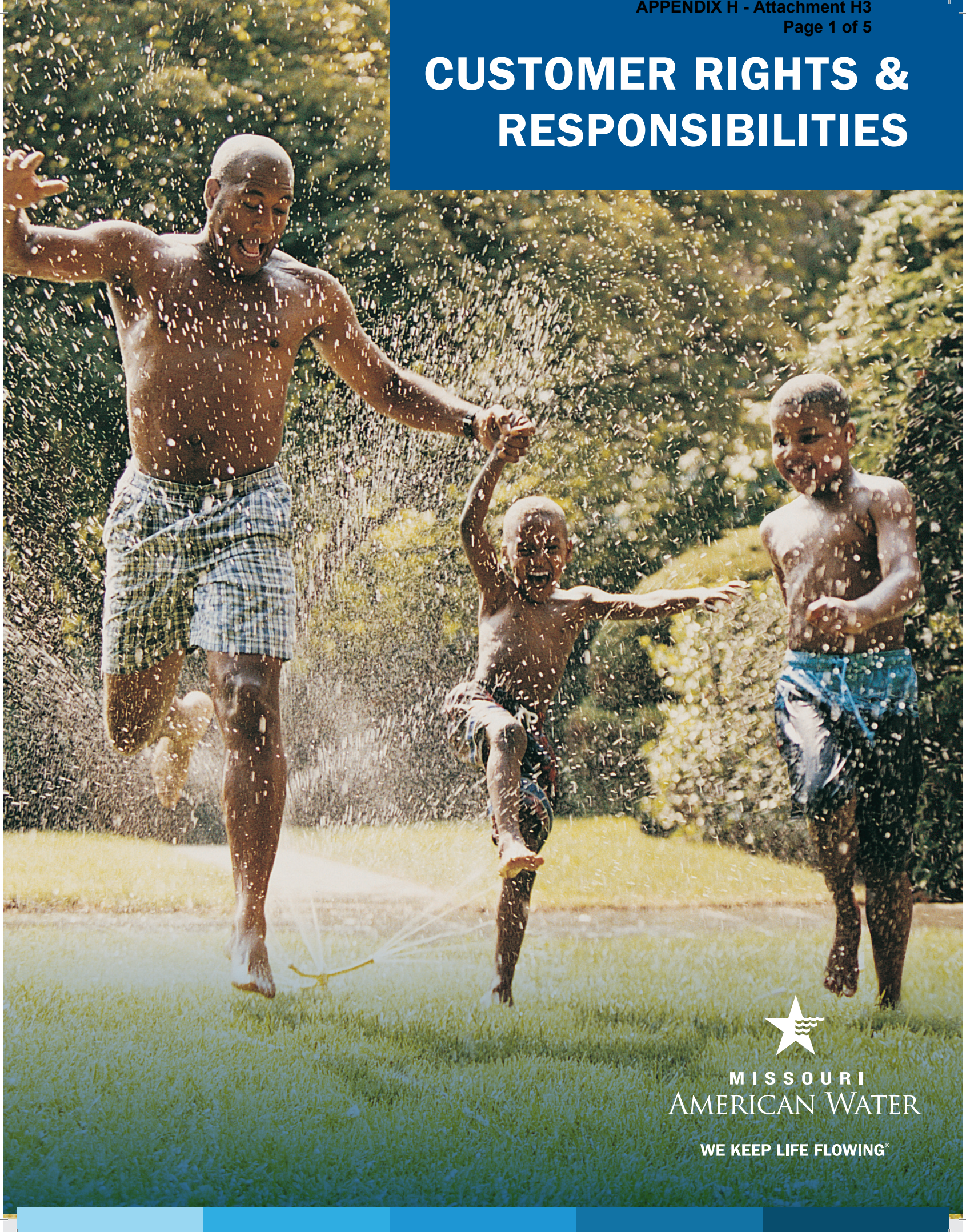
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CUSTOMER RIGHTS & RESPONSIBILITIES



MISSOURI
AMERICAN WATER

WE KEEP LIFE FLOWING®

YOUR RIGHTS AND RESPONSIBILITIES AS A CUSTOMER OF MISSOURI AMERICAN WATER

IF YOU HAVE A QUESTION OR COMPLAINT

Missouri American Water customer service representatives are dedicated to handling every customer inquiry with attention and care. Our goal is to answer your question or resolve your issue quickly and effectively. We encourage customers to call us at 866-430-0820 as soon as an issue arises. Representatives are available anytime for emergencies, and Monday through Friday from 7 a.m. to 7 p.m. for non-emergency calls.

BILL PAYMENT

Bill payments are due 21 days after the billing date. The due date is printed on the front of the bill. A delinquent charge may be applied to all accounts not paid in full by the due date. Bills become delinquent after the due date stated on the bill. If the bill is not paid, service may be disconnected.

DISCONTINUANCE AND RECONNECTION OF SERVICE

We will mail a written notice at least 10 days before we discontinue service for water customers (including customers that are both water and wastewater customers of Missouri American Water), and at least 30 days before we discontinue service for wastewater-only customers. The notice explains the reason for the discontinuance of service and the amount of money owed in the case of a past due bill. For wastewater customers, the 30-day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public or cause damage to the wastewater system.

If you receive a notice, please take immediate action to avoid service discontinuance. Call our Customer Service Center at 866-430-0820. We will restore service when the bill has been paid or the conditions that caused the disconnection have been corrected. There is a reconnection fee. If you will be absent from your home or business for a period of time, you may avoid discontinuance of service by:

1. Forwarding your mail to an address where your bill will reach you.
2. Signing up for automatic payment.
3. Requesting termination of your service.

QUESTIONS ABOUT BILLING ACCURACY

For questions about billing accuracy, please contact a customer service representative at 866-430-0820.

CUSTOMER DEPOSITS

Missouri American Water does not require customer deposits.

READING METERS FOR ACCURATE BILLS

Missouri American Water makes every effort to obtain an actual meter reading as the most accurate way to calculate your bill. However, there are times when we may have to estimate usage. For example, adverse weather may prevent meter readings. When it is necessary to estimate usage, Missouri American Water will comply with the bill estimation procedures prescribed by PSC rules 20 CSR 4240-13-020(2)(C). The difference between the estimated bill and your actual usage will be automatically adjusted on your bill following the next actual meter reading.

Outdoor meters should not be opened, as they are sometimes difficult to re-seal properly. If you want to read your meter, you will find a numerical odometer-type meter (similar to the device that records miles traveled in a car). The odometer-type meter readings show the gallons used with a series of numbers in a small window. You can calculate the difference between readings to determine the number of gallons used. Your bill shows usage in terms of gallons. Please see our website for more information about how to read your meter.

COMPLAINT PROCEDURES

If you have a question about your bill that we cannot resolve to your satisfaction, you may pay the bill in full and Missouri American Water will credit any overpayment if the matter is resolved in your favor. If you do not pay the bill in full, Missouri American Water and the Missouri Public Service Commission (MoPSC) have complaint procedures in place that are available to customers to resolve disputes and avoid service discontinuance.

1. Customers must register a complaint by phone or in writing at least 24 hours before the date stated in the notice of discontinuance.
2. Within four days after registering the complaint, the customer must pay the part of the bill not in dispute. If the company and the customer cannot agree on the undisputed amount, at the company's discretion, it may be set at 50 percent of the disputed bill or at the amount of the customer's bill during the same time a year ago.
3. Missouri American Water will thoroughly investigate the complaint and attempt to resolve the problem. If, at the conclusion, the customer is still dissatisfied, we will mail a written notice explaining the MoPSC's informal complaint process. Informal complaints must be made to the MoPSC within five days after the date of the notice to avoid service disconnection. Informal complaints can be made by phone at 800-392-4211 or through the MoPSC's website at psc.mo.gov.
4. The MoPSC staff will investigate the informal complaint and issue findings. Missouri American Water or the customer may elect to file a formal complaint following the issuance of the finding.
5. A formal customer complaint must be filed within 30 days of the MoPSC findings to avoid disconnection. Formal complaints must follow specific rules set out in the MoPSC's Rules of Practice and Procedures, which is available on the MoPSC website at psc.mo.gov.

MISSOURI PUBLIC SERVICE COMMISSION (MoPSC)

Missouri American Water operates under regulations established by the MoPSC. If you feel we have not responded to your issue in a satisfactory manner, you have the right to request that the MoPSC review the unresolved issue. You may contact the MoPSC at:

Missouri Public Service Commission
Governor Office Building
200 Madison Street, PO Box 360
Jefferson City, MO 65102-0360
800-392-4211
psc.mo.gov

OFFICE OF PUBLIC COUNSEL (OPC)

The OPC represents the interests of the public and utility customers in proceedings before the MoPSC and in appeals in the courts. You may contact the OPC at:

Office of Public Counsel
Governor Office Building
200 Madison Street, PO Box 2230
Jefferson City, MO 65102-2230
866-922-2959
opc.mo.gov

From time to time, Missouri American Water's policies may change, so please visit our website at missouriamwater.com for the latest information.



December 13, 2023

Dear Ironton Customer:

Welcome to the Missouri American Water family! We are thrilled to have you as a customer. We are proud to be your new water and wastewater provider as of December 13, 2023.

The transfer of your water and wastewater service accounts is being completed. There are no additional steps you need to take for your service to continue. Billing information is being transferred to our system. If you have a non-emergency question about the transition of your water and wastewater service, you may email us at welcomemoaw@amwater.com.

We currently have two authorized contractors who have begun a system-wide meter change program. All water meters in Ironton will be replaced with new advanced technology meters. These meters will allow you to view your water usage pattern, making leaks easily detectable in your home plumbing. We expect this process to take a couple of months to complete. Due to meters being changed, your first water bill may not capture all of your water usage for the month. Your fixed charge or monthly meter charge will be for a full month of service, but the usage may reflect an abbreviated period.

Your first bill from Missouri American Water is scheduled to arrive the week of January 22. A sample bill is enclosed for your reference. This bill reflects the current water and wastewater rates.

CUSTOMER SERVICE AT YOUR FINGERTIPS

Below are helpful tips as we transition to being your water and wastewater service provider. This information can also be found on our website at missouriamwater.com > **Customer Service & Billing**.

As a customer of Missouri American Water, you have access to a self-service website called MyWater that allows you to manage your account and get emergency updates any time, day or night. With MyWater, you can pay your bill, turn water service on and off, and track water usage history. If emergencies do occur, be sure you have access to the most up-to-date information by also signing up for alerts. Paying your bill online is free of charge.



Signing up for **MyWater** is easy and free! After you receive your first bill in the mail, visit missouriamwater.com and click on "Sign Up" in the "Login to MyWater" box in the top right corner. Make sure you have your Missouri American Water account number handy, which is listed on the top corner of your bill.

MyWater provides you with 24/7 payment ability. With MyWater, you can view and pay your bill and manage your account. Payments can also be made by phone or via mail. You can also pay by cash, check, or credit card. To learn more about these options, please visit missouriamwater.com.

MyWater also allows you to simplify how you get and pay your bill. Paperless billing is available. You will receive an email with the amount due, the due date and a link to view your bill online. Additionally, you can reduce clutter by enrolling in electronic Auto Pay. Your bill will be automatically paid on time, every time. Auto Pay is simple, secure and clutter-free. No stamps required! Enroll for both via MyWater.

continued on reverse

YOUR SERVICE

Missouri American Water operates under regulations established by the Missouri Public Service Commission (MoPSC). If you believe we have not responded to an issue in a satisfactory manner, you have the right to request that the MoPSC review the unresolved issue. You may contact them at:

Missouri Public Service Commission
Governor Office Building
200 Madison St, PO Box 360
Jefferson City, MO 65102-0360
800-392-4211 or psc.mo.gov

Included in this packet, you will find a copy of our new customer brochure, cross connection letter, understanding your bill handout, and our rights and responsibilities brochure, which provides specific information about our policies regarding your water and wastewater service with us. It defines your rights and responsibilities and provides information about your bill, how to pay your bill, and who to contact for questions regarding your service.

Our team of dedicated professionals is committed to providing exceptional water, wastewater and customer service. From customer service representatives to plant operators, our employees recognize the critical role they play in meeting your daily water and wastewater service needs. You will notice our employees are easily recognizable as they wear uniforms and carry company identification.

As a subsidiary of American Water, we have been providing reliable service to Missourians for more than 140 years. We are a proud community partner, dedicated to making your customer experience a pleasant one. We look forward to serving your community.

Sincerely,



Brian Eisenloeffel
Senior Director of Operations
Missouri American Water



WE KEEP LIFE FLOWING™

Service Address:

CATHERINE SAMPLE
123 WATER WAY
DEKALB, MO 64440-0000

THANK YOU FOR BEING OUR CUSTOMER

Important Account Messages

- Welcome to American Water! We're proud to serve you and continually look for ways to make doing business with us easy. From round-the-clock emergency service to easy-to-use resources, your satisfaction is our priority. Check out My Account, our online tool where you can view/pay your bill, sign up for paperless billing, track water use and choose how you receive alerts and more. Visit the "For New Customers" page on our website for more information.
- Our contact information for you is not up to date. Having accurate phone numbers and emails for our customers is critical if we need to reach you in an emergency. Updating your information is simple on My Account at amwater.com/myaccount.

For more information, visit www.missouriamwater.com



View your account information or pay your bill anytime at: www.amwater.com/MyAccount



Pay by Phone*: Pay anytime at 1-855-748-6066



Customer Service: 1-866-430-0820
M-F 7:00am to 7:00pm – Emergencies 24/7



MISSOURI AMERICAN WATER
PO BOX 6029
CAROL STREAM, IL 60197-6029

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records.



WE KEEP LIFE FLOWING™



P.O. BOX 91623
RANTOUL, IL 61866-8623

Service to: 123 WATER WAY
DEKALB, MO 64440-0000

CATHERINE SAMPLE
123 WATER WAY
DEKALB, MO 64440-0000

Statement

Account No. **1017-210000000000**

Total Amount Due:	\$50.82
Payment Due By:	April 11, 2024

Billing Date: January 20, 2024
Service Period: Feb 13 to Mar 15 (33 Days)
Total Gallons: 4,700

Account Summary – See page 3 for Account Detail

Prior Billing:		\$0.00
Payments:	-	\$0.00
Balance Forward:	=	\$0.00
Service Related Charges:	+	\$49.38
Pass Through Charges:	+	\$0.44
Taxes:	+	\$1.00
Total Amount Due:	=	\$50.82

Account No. **1017-210000000000**

Total Amount Due:	\$50.82
Payment Due By:	April 11, 2024

Amount Enclosed \$

MISSOURI AMERICAN WATER
PO BOX 6029
CAROL STREAM, IL 60197-6029

00010172100





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