

**Pension Tracker Mechanism and OPEB Tracker Mechanism**

A. The Signatories agree that the rates established in this case for the MAWC pension plan include an allowance of \$2,162,582. (All amounts are stated after application of a payroll expense O&M allocation factor.) The difference between the amount of pension expense included in MAWC's rates and the amount funded by MAWC shall be included in the Company's rate base in future rate proceedings, and the balance existing at the later of the end of the test year, the test year update or true-up, as applicable in the Company's next rate case shall be amortized to expense over a five-year period. The pension tracker balance resulting from this case will start to be booked in the month following the effective date of new rates in this rate case, and will continue to be booked until the end of the month for the effective date of new rates in the Company's next rate case. The Company shall be authorized to record as a regulatory asset/liability, as appropriate, the difference between the pension expense used in setting rates and the pension expense as recorded for financial reporting purposes as determined in accordance with GAAP (or such standard as the FASB may issue to supersede, amend, or interpret the existing standards). A portion of the service cost component will be capitalized, based on the labor capitalization percentage, and the non-service cost components will be expensed. All portions will be recorded to O&M for regulatory purposes.

B. The cumulative pension tracker amount in MAWC's rate base as of December 31, 2024, is a \$5,851,831 reduction to rate base, and the annual amortization of that amount to expense is (\$1,170,336) (reflected as an annual reduction in expense). No Service Company pension costs are included in MAWC's pension tracker balance in this case.

C. The Company shall be allowed rate recovery for prudent contributions it makes to its pension trust that exceed the ERISA minimum for any of the following reasons:

i) The minimum required contribution is insufficient to avoid the benefit restrictions

specified for at-risk plans pursuant to the Pension Protection Act of 2006, thereby causing an inability by MAWC to pay out pension benefits to recipients in its normal and customary manner, including lump sum payments; or

- ii) The minimum required contribution is not sufficient to avoid any Pension Benefit Guarantee Corporation (PBGC) variable premiums.

Prudent additional contributions made pursuant to the paragraph will increase MAWC's rate base, and will receive the regulatory treatment as described in paragraph A of this Section. MAWC shall inform Staff and Public Counsel of contributions of additional amounts to its pension trust funds pursuant to this paragraph in a timely manner. Staff, Public Counsel and other Signatories reserve the right to challenge the prudence of any additional contributions made by MAWC pursuant to this paragraph in subsequent MAWC rate proceedings.

D. The Signatories agree that rates established in this case for MAWC's OPEB expense reflect an allowance of (\$3,700,936). (All amounts are stated after application of a payroll O&M allocation factor.) The Company will fund its OPEB trusts based upon its expense as calculated for financial reporting purposes. The difference between the amount of OPEB expense included in MAWC's rates and the amount recorded on MAWC's books and funded by the Company shall be included in the Company's rate base in future proceedings, and the balance existing at the later of the end of the test year, the test year update or true-up, as applicable in the Company's next rate case shall be amortized to expense over a five-year period. The OPEB tracker balance resulting from this case will start to be booked in the month following the effective date of new rates in this rate case, and will continue to be booked until the end of the month for the effective date of new rates in the Company's next rate case. The Company shall be authorized to record as a regulatory asset/liability, as appropriate, the difference between the OPEB expense used in setting rates and the OPEB expense as recorded for financial reporting purposes as determined in accordance with GAAP (or such standard as the FASB may issue to supersede, amend, or interpret the existing standards). A

portion of the service cost component will be capitalized, based on the labor capitalization percentage, and the non-service cost components will be expensed. All portions will be recorded to O&M for regulatory purposes.

E. The cumulative OPEB tracker amount in MAWC's rate base as of December 31, 2024, is a \$3,946,426 reduction to rate base and the annual amortization of that amount to expense is (\$789,285) (reflected as an annual reduction in expense). No Service Company OPEB costs are included in MAWC's OPEB tracker balance in the case.

F. The provisions of FAS 158 may require certain adjustments to the prepaid pension asset/OPEB asset and/or accrued liability with a corresponding adjustment to equity (i.e. decreases/increases to Other Comprehensive Income). The Company will be allowed to set up a regulatory asset/liability to offset any adjustments that would otherwise be recorded to equity caused by applying the provisions of FAS 158 or any other FASB statement or procedure that requires accounting adjustments to equity due to the funded status or other attributes of the pension or OPEB plans. The Signatories acknowledge that the adjustments described in this paragraph will not increase or decrease rate base.

G. Nothing in this Agreement is intended to impair the ability of any Signatory in MAWC's next rate case proceeding to challenge the prudence of the Company's calculated levels of pension and OPEBs expenses that it proposes to recover from the tracker mechanisms.

**MISSOURI AMERICAN WATER COMPANY – Water**  
**Schedule of Depreciation Rates**  
**WR-2024-0320**

<b>USOA Account Number</b>	<b>Account Description</b>	<b>Remaining Life Depreciation Rate %</b>	<b>Average Service Life (Years)</b>	<b>Iowa Curves</b>	<b>% Net Salvage</b>
<b><u>Source of Supply</u></b>					
311.0	Structures & Improvements	1.97%	60	R4	-25%
312.0	Collecting & Impoundment Reservoirs	0.35%	85	R3	0%
313.0	Lake, River & Other Intakes	3.57%	70	S0.5	-10%
314.0	Wells & Springs	2.52%	55	R1.5	-5%
315.0	Infiltration Galleries and Tunnels	1.77%	60	R2.5	0%
316.0	Supply Mains	1.45%	80	R3	-25%
317.0	Miscellaneous Source of Supply – Other	4.97%	25	SQ	0%
<b><u>Pumping Plant</u></b>					
321.0	Structures & Improvements	3.95%	75	R2.5	-15%
322.0	Boiler Plant Equipment	3.05%	37	R3	-5%
323.0	Power Generation Equipment	3.05%	37	R3	-5%
324.0	Steam Pumping Equipment	1.89%	47	R1	-10%
325.0	Electric Pumping Equipment	1.89%	47	R1	-10%
326.0	Diesel Pumping Equipment	1.89%	47	R1	-10%
327.0	Hydraulic Pumping Equipment	1.89%	47	R1	-10%
328.0	Other Pumping Equipment	1.89%	47	R1	-10%
<b><u>Water Treatment Plant</u></b>					
331.0	Structures & Improvements	2.34%	80	R2.5	-15%
332.0	Water Treatment Equipment	2.18%	48	R1.5	-20%
333.0	Miscellaneous Water Treat, Other	3.33%	30	SQ	0%
<b><u>Transmission and Distribution</u></b>					
341.0	Structures & Improvements	1.49%	55	R2.5	-20%
341.1	Structures & Improve - Special Crossing	1.49%	55	R2.5	-20%
342.0	Distribution Reservoirs & Standpipes	1.70%	65	R2.5	-25%
343.0,1,2,3	Transmission & Distribution Mains	1.39%	90	R2.0	-30%
344.0	Fire Mains	1.56%	85	S1	-30%
345.0	Customer Services	2.92%	65	R2.0	-100%
346.0	Customer Meters	2.40%	42	R1.5	-10%
347.0	Customer Meter Pits & Installation	2.40%	42	R1.5	-10%
348.0	Fire Hydrants	1.85%	65	R1.5	-30%
349.0	Misc Trans & Dist – Other	2.96%	50	R3	0%
<b><u>General Plant</u></b>					
390.0	Structures & Improve - Shop & Garage	3.02%	55	R2.5	-20%
390.1	Structures & Improve - Office Buildings	2.09%	47	S0	-20%
390.3	Structures & Improve – Miscellaneous	3.72%	55	R2.0	-20%
390.9	Structures & Improve – Leasehold	2.75%	25	R4	0%
391.0	Office Furniture	3.49%	20	SQ	0%
391.1	Computer & Peripheral Equipment	19.06%	5	SQ	0%
391.2	Computer Hardware & Software	19.06%	5	SQ	0%
391.25	Computer Software	5.00%	20	SQ	0%
391.26	Personal Computer Software	10.00%	10	SQ	0%
391.3	Other Office Equipment	10.46%	15	SQ	0%
391.4	BTS Initial Investment	5.00%	20		0%
392.1	Transportation Equipment - Light trucks	5.57%	9	L1.5	15%
392.2	Transportation Equipment - Heavy trucks	0.00%	10	L1.5	15%
392.3	Transportation Equipment – Autos	0.00%	6	L1.5	15%
392.4	Transportation Equipment – Other	6.15%	15	S3	5%
393.0	Stores Equipment	3.88%	25	SQ	0%
394.0	Tools, Shop, Garage Equipment	3.73%	20	SQ	0%
395.0	Laboratory Equipment	3.90%	15	SQ	0%
396.0	Power Operated Equipment	3.79%	12	L1	20%
397.1	Communication Equip - Non Telephone	5.76%	15	SQ	0%
397.2	Communication Equip – Telephone	8.94%	10	SQ	0%
398.0	Miscellaneous Equip	6.48%	15	SQ	0%
399.0	Other Tangible Equipment	2.43%	20	SQ	0%

**MISSOURI AMERICAN WATER COMPANY – Sewer**  
**Schedule of Depreciation Rates**  
**WR-2024-0320**

USOA Account Number	Account Description	Remaining Life Depreciation Rate %	Average Service Life (Years)	Iowa Curves	% Net Salvage
<b><u>Collection Plant</u></b>					
351	Structures & Improvements	2.03%	50	R3	-5%
352.1	Collection Sewers (Force)	1.64%	60	R2.5	-10%
352.2	Collection Sewers (Gravity)	1.58%	70	R3	-20%
353	Services To Customers	2.87%	55	R2.0	-40%
354	Flow Measuring Devices	3.38%	25	S2.5	0%
356	Other Collection Equipment	3.15%	50		0%
357	Communication Equipment	6.67%	15	SQ	0%
<b><u>Pumping Plant</u></b>					
361	Structures & Improvements	2.17%	45	R3	0%
362	Receiving Wells	2.87%	30	L2.5	0%
363	Electric Pumping Equip, (Includes Generators)	4.31%	15	L1.5	-5%
364	Diesel Pumping Equipment	4.31%	15	L1.5	-5%
365	Other Pumping Equipment	4.31%	15	L1.5	-5%
<b><u>Treatment and Disposal Plant</u></b>					
371	Structures & Improvements	1.43%	60	R2.5	-5%
372	Treatment & Disposal Equipment (Includes pumps, blowers, generators)	3.97%	30	S0.5	-20%
373	Plant Sewers	1.60%	50	R2.5	0%
374	Outfall Sewer Lines	3.04%	35	L2.0	0%
<b><u>General Plant</u></b>					
390.0	Structures & Improve – General	3.11%	35	R2.5	-5%
390.9	Structures & Improve – Leasehold	5.00%	20	R4	0%
391.0	Office Furniture	5.00%	20	SQ	0%
391.1	Computer & Peripheral Equipment	20.00%	5	SQ	0%
391.2	Computer Hardware & Software	20.00%	5	SQ	0%
391.25	Computer Software	5.00%	20	SQ	0%
391.26	Personal Computer Software	10.00%	10	SQ	0%
391.3	Other Office Equipment	6.67%	15		0%
391.4	BTS Initial Investment	5.00%	20		0%
392.0	WW Transportation Equipment	3.45%	10	L2.5	5%
392.1	Transportation Equipment - Light trucks	3.45%	10	L2.5	5%
392.2	Transportation Equipment - Heavy trucks	3.45%	10	L2.5	5%
392.3	Transportation Equipment – Autos	3.45%	10	L2.5	5%
392.4	Transportation Equipment – Other	3.45%	10	L2.5	5%
393.0	Stores Equipment	4.00%	25	SQ	0%
394.0	Tools, Shop, Garage Equipment	5.00%	20	SQ	0%
395.0	Laboratory Equipment	6.67%	15	SQ	0%
396.0	Power Operated Equipment	7.71%	15	L2.5	0%
397.1	Communication Equip - Non Telephone	6.67%	15	SQ	0%
397.2	Communication Equip – Telephone	6.67%	15	SQ	0%
398.0	Miscellaneous Equip	6.43%	15	SQ	0%
399.0	Other Tangible Equipment	0.00%	30	R2.0	0%



Missouri-American Water Company  
 Name of Issuing Corporation

For

Missouri Service Area  
 Community, Town or City

**Rules and Regulations Governing the Rendering of  
 Water Service**

**Rule 1 – Definitions Applicable to the Rules and Regulations**

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|--|----------------------------|
| <p>1. "Agreement and Encumbrance": An agreement used only when the Company becomes aware that an existing Customer's Water Service Line is not in compliance with the Company's rules by crossing or encroaching upon another property owner's property, and the Company will permit the existing Customer's Water Service Line to remain in its original location under certain conditions.</p>   | <p>*<br/>*<br/>*<br/>*</p> |
| <p>2. "Applicant": Any person, group of persons, firm, business, municipality, land developer, or other entity who is seeking water service, or seeking to construct or have constructed a water main extension for property owned and/or controlled by them, or both.</p>   | <p>*<br/>*<br/>*</p>       |
| <p>3. "Appurtenances": Parts and accessories that are related to transmission and distribution Water Mains, Service Lines and Meter Settings that are used to assemble pipelines and parts, contain and control the flow of water, or are used for construction, maintenance and operations; appurtenances include but are not limited to pipe fittings, connecting parts, valves and check valves, location and marking devices, and other related parts and devices installed to cover or protect such parts or aid in utility operations.</p> | <p>+</p>                   |
| <p>4. "Approved Backflow Prevention Assembly" (Device): Any testable assembly that is approved by the Missouri Department of Natural Resources.</p>  | <p>+</p>                   |
| <p>5. "Auxiliary Supply": Any water supply on or available to the premises other than the approved public water Supply .</p>   | <p>+</p>                   |
| <p>6. "Backflow": The undesirable reversal of the normal flow of water or mixtures of water and other liquids, gases, or other substances into the distribution system of the public water supply due to backpressure and/or backsiphonage.</p>  | <p>+</p>                   |
| <p>7. "Backflow Device": A device owned by a party other than the Company which is installed to allow water to flow only in one direction, from the Company's distribution system into a premises. Can include a Detector Check Valve or a Reduced Pressure Zone (RPZ) Valve or other approved Backflow Prevention device.</p>   | <p>+</p>                   |
| <p>8. "Bill": A written demand for payment for service and the taxes, franchise fees, and other charges related to it.</p>   | <p>+</p>                   |
| <p>9. "Billing Period": A normal usage period of not less than twenty-six (26) days or more than thirty-five (35) days for a monthly billed Customer except for initial, corrected or final bills.</p>   | <p>+</p>                   |
| <p>10. "Commercial Service": Non-residential, non-industrial business enterprises. It includes hospitals, churches, shopping centers, offices, restaurants and other commercial business establishments. At the Company's discretion, service may be provided to this class through one or more meters.</p>  | <p>+</p>                   |
| <p>11. "Commission" or "PSC": The Missouri Public Service Commission.</p>  | <p>+</p>                   |

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: September 3, 2013      Effective Date: October 6, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
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 Water Service**

12.	“Company”: Missouri-American Water Company, acting through its officers, managers or other duly authorized employees or agents.	+
13.	“Complaint”: An informal or formal complaint pursuant to Commission Rules.	+
14.	“Containment”: The application of a proper backflow prevention assembly on the line feeding the building so that any contamination is contained within the premises and does not enter the pipelines of a public water system.	+
15.	“Cross-Connection”: Any actual connection between a public water system used to supply water for drinking purposes and any source or system containing an unapproved water or substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be Cross-Connections. The term “Direct Cross-Connection” shall mean a Cross-Connection that is subject to both backsiphonage and backpressure. The term “Indirect Cross-Connection” shall mean a Cross-Connection that is subject to backsiphonage only.	+
16.	“Curb Stop/Stop Cock”: A shutoff valve attached on a service line, usually installed near the curb, which may be operated by a valve key to start or stop the flow of water to the Customer’s service line.	+
17.	“Customer”: Any person, group of persons, firm, business, municipality, or other entity who has complied with all of the following: a) Has applied for and has been accepted for water service, and b) Has assumed the obligation for payment of water service covered under one or more of the applicable rate schedules of the Company, and c) Is not in violation at the time accepted as a new Customer of any of the applicable Rules and Regulations of the Company, Federal and/or State regulatory agencies. d) If required, the Company has set a meter at the premises to be served, and e) Water has been turned on by the Company for a metered water service line, or, when a tap is made for a private fire protection service.	+
	Applicants who enter into a water main extension agreement with the Company, but do not have water service to the related premises turned on in their name, are not considered to be customers. Applicants who establish service in their name merely to collect a refund from a prearranged agreement are not considered to be a Customer.	+
18.	“Delinquent”: An account remaining unpaid by a Customer for more than twenty-one (21) days after the date of rendition of the bill by the Company.	+

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19.	“Denial of Service”: The Company’s refusal to commence service upon an applicant’s request for service at a particular location.	+
20.	“Deposit”: A money advance to the Company for the purpose of securing payment of delinquent charges, which might accrue to the Customer who made the advance.	+
21.	“Detector Check Meter”: A device installed in conjunction with a private fire protection service line, which measures the quantity of water that passes through the by-pass piping of a Detector Check Valve. The primary function of this device is to monitor any unauthorized water usage through the Private Fire Service Line.	+
22.	“Developer Lay”: Water facilities installed by an entity or person other than the Company per agreement between such entity or person and the Company. Facilities are ultimately accepted into the Company’s distribution system on the terms and conditions as stated in the contract as contributed property.	+
23.	“Discontinuation of Service” or “Discontinuance”: A cessation of service not requested by a Customer.	+
24.	“Domestic Water Use”: Personal, household, or general use, and does not include fire protection or industrial process use.	+
25.	“Double Check Detector Valve Assembly” (DCDA): An assembly of two (2) independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks. In addition, the device has a by-pass line with a water meter and two (2) independent check valves located within that line.	+
26.	“Double Check Valve Assembly” (DC): An assembly of two (2) independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks.	+
27.	“Due Date”: The date stated on a bill when a charge is considered due and payable.	+
28.	“Estimated Bill”: A charge for water service, which is not based on an actual reading of the meter or other registering device by an authorized Company representative.	+
29.	“Guarantee”: A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer.	+
30.	“In Dispute” or “Dispute”: Any matter regarding a charge or service which is the subject of an unresolved inquiry.	+
31.	“Industrial Service”: Service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries and similar establishments. At the Company’s discretion, service may be provided to this class through one or more meters.	+

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+ *Indicates change*

Date of Issue: September 3, 2013      Effective Date: October 6, 2013

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- 32. "Interconnection": A physical connection, other than a cross-connection, between two (2) public water supply systems.
- 33.
- 34. "Main" or "Water Main": A pipe, which is owned or leased and maintained by the Company, located on public property, public utility easements, or on private easements, and used to distribute and supply water to Customers.
- 35. "Meter": A device, owned by the Company, which measures the quantity of water which passes through a water service line supplying a premises, including attached equipment used for remote or electronic reading.
- 36. "Meter Box, Vault or Pit": An underground enclosure, of a design acceptable to the Company, with a removable lid or entrance opening from ground level, which houses or encloses a meter or other appurtenances.
- 37. "Meter Setting": Includes the meter box, pit or vault, meter yoke, lid, valves and appurtenances, but excludes the meter, and shall be owned and maintained by the Company in all service areas.
- 38. "Missouri Service Area": Includes the areas depicted in the maps and/or legal descriptions contained in this tariff.
- 39. "Other Public Authority Service": Federal, state, county, and local governmental entities and taxing authorities.
- 40. "Payment Extension Agreement": A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less.
- 41. "Premises": The standard unit of service of the Company. A "premises" as used herein shall include the following:
  - a) A building of one or more stories, owned or leased and occupied as a single residence and served by its own separate water meter.
  - b) Each individual internal living unit of a building with two (2) or more units with common wall(s) where each living unit is served by its own separate water meter or a metered Master Water Service Line.
  - c) A building of one or more stories, owned or leased and occupied as a single business and served through its own separate water meter or Master Water Service Line.

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+ *Indicates change*

Date of Issue: April 23, 2020                      Effective Date: May 23, 2020

Issued By: Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141



Missouri-American Water Company  
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**Rules and Regulations Governing the Rendering of  
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- 46. Reduced Pressure Detector Check Backflow Prevention Assembly” (RPDA): An assembly consisting of two (2) independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. In addition, the device has a by-pass line with a water meter and two (2) independent check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve located within that line. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer).
- 47. “Reduced Pressure Principle Backflow Prevention Assembly” (RP): An assembly consisting of two (2) independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer).
- 48. “Rendition of a Bill”: The mailing, electronic or hand delivery of a bill by the Company or its agents to a Customer.
- 49. “Resale Service”: The provision of or use of water service directly to an entity whose intended purpose is to resell the service to its Customers under that entity’s own rate structure.
- 50. “Residential Service“: Individually metered residences. Residences are defined as consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation.
- 51. “Service Line” or “Water Service Line“: Generally referring to a pipeline between the main and the Customer’s premises, and includes related valves, fittings and other appurtenances except the water meter, used for the purpose of providing water service to the Customer, and further defined as follows:
  - a) “Customer’s Service Line or Customer’s Water Service Line”
    - i) For all Private Fire Service Lines and Master Water Service Lines in the Joplin and St. Joseph Operations, that portion of the service line from and including the Corporation Stop at the Company owned main to the structures or premises to be supplied. +
    - ii) For all other operations excluding Private Fire Service Lines and Master Water Service Lines in the Joplin and St. Joseph Operations, that portion of the service line from and including: +

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- (1) That portion of the tailpiece exiting the meter box at or near the curb line or property line, to the structures or premises to be supplied; or,
- (2) If no meter box is present the Customer's Service Line shall be that portion of the service line from the curb stop to the premises; or,
- (3) If neither a meter box or a curb stop exists within five (5) feet of the property line, or the curb line if the property line is in the street or roadway, the Customer service line shall be the portion of the service line that lies between the property line, or curb line if the property line is within the street or roadway, and the Customer's premises.

b) "Company Service Line": The pipeline from the main to the Customer's Service Line, except Private Fire Service Lines and Master Water Service Lines in the Joplin and St. Joseph Operations.

+

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

d) "Dual Service Line": One Company Service Line that splits into two (2) Customer Service Lines serving two (2) separate premises, which may include one Meter Box housing two (2) meters.

e) "Combination Water Service Line": A pipeline that supplies water for both domestic uses and for the extinguishment of fires through the same pipe. It shall be metered to measure all water usage through the water service line.

f) "Private Fire Service Line": A pipeline, owned by the Customer, used to supply water from the main or Company Service Line to a Customer's private fire protection system to be used exclusively for the extinguishing of fires in or on the property of the Customer.

g) "Master Water Service Line": A privately owned pipeline that can only be installed at the sole discretion of the Company, in areas where a public water main extension is not necessary, and said pipeline would be capable of supplying domestic and/or fire protection water service to more than a single premises on one or more lots or parcels of land with one or multiple ownerships being involved. Notwithstanding other rules pertaining to Water Service Lines, the entire Master Water Service Line shall be owned and maintained solely by the customer or customers being served by it in the Joplin and St. Joseph Operations and said pipeline includes the valve and connection to the Company's water main as well as the entire pipeline from the Company's water main to and throughout the structures or premises being served. For all other Operations excluding the Joplin and St. Joseph Operations, the Company shall own and maintain that portion of the Master Water Service Line between the Company's water main and the customer's property line, the remaining portion of the Master Water Service Line shall be owned and maintained solely by the customer.

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Date of Issue:

April 23, 2020

Effective Date:

May 23, 2020

Issued By:

Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141

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Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
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- h) "Split Water Service Line": A pipeline, owned by the Customer, which first extends as a single line from the Company main or Company service line into a parcel of property, and then splits into separate domestic and fire protection lines with separate meters.
- 52. "Service Tap" or "Corporation Stop": The physical connection between a Company-owned main and the service line.
- 53. "Settlement Agreement": An agreement between a Customer and the Company, which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the Customer's normal billing period.
- 54. "Stop and Waste Valve": A Customer-owned water shutoff valve installed as part of a water service line, just inside the wall of a premises where the service line enters the premises. The design of the valve is such that when the valve is closed, water in the piping after the valve can be drained.
- 55. "Stop Box/Curb Box": A hollow, cylindrical-type enclosure of a design acceptable to the Company, installed over, but not connected to, the stop cock, from ground level down to the stop cock, complete with proper removable lid, to provide access to the stop cock from ground level. The location is generally within three feet (3') of property line on public right of way or easement. If installed on a Master Water Service line, location shall be on private property in a location approved by the Company.
- 56. "Tariff": A schedule of rates, rules and regulations approved by the Missouri Public Service Commission.
- 57. "Temporary Water service": Any water service for a duration of less than thirty (30) days.
- 58. "Termination of Service": A cessation of service requested by a Customer.
- 59. "Utility Charges": The rates for utility service and other charges authorized by the Missouri Public Service Commission as an integral part of utility service.

\* Indicates new rate or text

+ Indicates change

Date of Issue:

September 3, 2013

Effective Date:

October 6, 2013

Issued By:

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

Missouri-American Water Company  
 Name of Issuing Corporation

For

Missouri Service Area  
 Community, Town or City

**Rules and Regulations Governing the Rendering of  
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**Rule 2 - General**

- A. Every Customer, upon completing an application for any service rendered by the Company, or upon taking of water service, shall be considered to have expressed consent to be bound by these rates, rules, and regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in these numbered sheets. The rates and charges applicable to appropriate service(s) are set forth in these Rules and Regulations.
- C. The Company may, subject to the approval of the Commission, prescribe additional rates, rules or regulations or to alter existing rates, rules or regulations as it may from time to time deem necessary or proper.
- D. At the effective date of these revised Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations in accordance with the statutes of the State of Missouri and rules of the Commission. However, nothing in these revised Rules and Regulations shall require reconstruction or alteration of existing facilities, contracts, or written agreements to provide conformance either at the effective date or thereafter, excepting where such alteration is mutually agreeable between the Company and the Customers involved, or is considered necessary by the Company.
- E. Unless specifically authorized by the Company, in writing, Customers supplied with water by the Company will not be permitted to resell, redistribute, or resupply water for use by others. This includes not permitting others to use or have access to hose connections or other attachments.
- F. The properly authorized agents of the Company shall have the right to enter upon the premises of the Customer at all reasonable times for the purpose of inspecting any Company-owned devices or appurtenances, or devices owned by the Customer used in connection with this service, or for compliance with these rules. Refusal to grant such access may result in discontinuance of service.
- G. Normal business hours for the office where Customers may have a need to conduct business will generally be from 8 a.m. to 5 p.m. Monday through Friday excluding holidays. Based on local operation's business needs, the office may be closed for a period of up to one hour from noon to 1 p.m.
- H. Payment of water bills:
  - 1. Payments shall be made by mail, at authorized sub pay stations, by electronic funds transfer, or by credit card.
  - 2. In addition to any and all other charges due to the Company, the Customer will be charged an item fee for each check or electronic funds transfer returned to the Company for insufficient funds (NSF) or

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\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: November 1, 2013      Effective Date: December 1, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

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any other reason the item was returned by the bank, as provided under the Company's tariff for miscellaneous charges.

3. The Company may serve a Customer on a cash only basis if more than one check or Returned Deposit Item of the Customer is returned NSF or any other valid return reason in a twelve (12) month period. "Cash" shall be deemed to mean US currency, money order or certified check.
4. The credit of the Customer shall be established and the Customer shall be returned to a payment status whereby the Customer may make future payments by other acceptable means such as by personal check or direct payment upon satisfactory payment by the Customer of all proper charges for a period not to exceed twelve (12) successive months. For purposes of this rule, payment is satisfactory if made prior to the date upon which the bill becomes delinquent
- I. Plumbers are not allowed to turn water off or on at the Corporation Stop or Stop Box valve for any water service line except to make repairs and test their work, after which they will leave it off or on as they found it, unless otherwise directed by the Company. Unless expressly authorized to do so by the Company, no party shall turn the water on or off at the Corporation Stop or Stop Box valve or disconnect or remove any meter.
- J. Employees or agents of the Company shall not demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- K. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations or law.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141



Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
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**Rule 3 – Liability of the Company**

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. If for any reason beyond the control of the Company it becomes necessary to shut off water in the mains, the Company will not be responsible for any damages occasioned by such shut off. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- D. The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.
- F. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules.
- G. The Company shall use reasonable diligence in providing a regular and uninterrupted supply of water, but in case the supply of water is interrupted by reason of-strike, riot, invasion, storm, fire, accident, breakdown, legal process, state or municipal interference or any cause beyond its control, the Company shall not be liable for damage to the Customer for interruption in service due to any of the aforesaid causes.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141

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**Rules and Regulations Governing the Rendering of  
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**Rule 4 – Service Connections**

- A. An application for new water service connection shall be made by each Customer before service is turned on to any premises. This application may be made at the local Company office and an application for Special Connection may be required to be filled out. The application for water service shall specify the location of the premises to be served, the name of the applicant, the size of service connection desired and the scope and type of use to be made of the service.
- B. At the time of application for service, applicant must provide proof of identification and may be required to execute a written application or contract; provided, however, that the Company shall have the right to reject any application that does not meet the requirements of these Rules and Regulations. In any case where unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for such reasonable period of time as is specified by the Company at the time of the making of such contract.
- C. The Company will not be required to enlarge any existing service connection if in the Company's opinion the service connection is of adequate size. Any change in location and/or size of an existing service connection and/or service line requested by the Customer shall be made at the Customer's expense.
- D. Only persons duly authorized by the Company shall make any connection to or disconnection from a water main or service connections of the Company, or set, change, remove, interfere with or by-pass any water meter of the Company.
- E. A Customer who has made application for water service to a premises shall be liable for all water service furnished to such premises until such time as Customer properly notifies the Company to service terminate the service for their account.
- F. No substantial addition to the water using equipment or appliances connected to the water system of the Company shall be made except upon written notice to, and with the written consent of the Company.
- G. The Customer's Water Service Line must meet existing plumbing codes and local district Company specifications prior to a new service connection.
- H. In locations with Customer owned service lines the Company will approve the point to which the service connection will be made. In locations with Company owned service lines, Company will furnish and install the service line from the main to the meter box located at or near the Customer's property line in accordance with approved tariff charges or as provided in these rules.
- I. For service at a new location, a replacement service, or additional service at an existing location, applicant shall pay, in advance, a service connection charge in accordance with approved tariff charges or as provided in these rules.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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

Missouri-American Water Company  
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| <p>J. The Customer's Water Service Line shall be installed by the Customer at that Customer's expense. A Customer's Water Service Line shall not be used to supply more than a single premises without the consent of the Company.</p>  | +  |
| <p>K. Neither the Company Water Service Line nor the Customer's Water Service Line will be permitted to be extended along public right-of-way or on private property along, parallel, or across public or private streets or roadways to obtain connection to the Company's main to serve a premises on a parcel of property which would circumvent the need to construct a proper main extension under Rule 23 or to circumvent other applicable Water Service Line rules. Customers, however will be permitted to extend a Water Service Line into or across a driveway owned by the Customer, or into or across a street or roadway to connect to a water main installed within or immediately adjacent to that street or roadway to serve property fronting either side of that street. Water Service Lines must be located on property owned in fee by the owner of the premises to be served. A Water Service Line may not be located on an easement, with the following exceptions:</p> <ol style="list-style-type: none"> <li>1. The portion of the pipeline which enters Company's existing easement, to reach the main installed in that easement;</li> <li>2. Where, in the Company's sole discretion, property ownership abutting the Company's water main is unobtainable and the proposed Water Service Line installation on an easement is in an area where water main extensions would serve no useful purpose for present or potential Customers;</li> <li>3. Where an existing tract of land with an existing Water Service Line and/or Private Fire Service Line is subdivided and the existing Water Service Line and/or Private Fire Service Line and becomes out of compliance with the Company's rules by crossing or encroaching upon another property owner's property. At the option of the Company, the existing Customer's Water Service Line will be permitted to remain in its original location provided that each of the property owners on which the Customer's Water Service Line crosses:             <ol style="list-style-type: none"> <li>a) Agree to permit the Customer's Water Service Line to remain in its present location; and,</li> <li>b) Agree to sign the Agreement and Encumbrance; and,</li> <li>c) Understand the risks involved with signing the agreement.</li> </ol> </li> </ol> | <p>+</p> <p>+</p> <p>+</p> <p>+</p> <p>+</p> <p>+</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p> |
| <p>L. The Company may require the Customer to execute one of the following agreements before allowing a service connection: Master Water Service Line Agreement And Encumbrance For Condominiums and Commercial Developments or the Agreement and Encumbrance Agreement.</p>  | <p>+</p> <p>+</p> <p>+</p>   |
| <p>M. Waiver of Service Connection and matching of offers made by other water suppliers' charges:</p> <ol style="list-style-type: none"> <li>1. Where the Company faces competition for business with other water suppliers, the Company may waive all or part of any service connection charges and/or match offers made by other water suppliers in order to effectively compete with offers made to developers and/or Customers by other water suppliers after requesting approval of the waiver from the Commission on a case-by-case basis and receiving an Order granting the waiver for good cause shown.</li> </ol>   | +  |

\* Indicates new rate or text

+ Indicates change

Date of Issue: August 26, 2011 Effective Date: October 15, 2011

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
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For

Missouri Service Area  
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2. "Good cause" shall be shown where the Company has provided the Commission Staff with reasonable and adequate documentation that:
  - a) Bona fide competition exists between water suppliers for new Customers;
  - b) The addition of Customers for whom the waiver applies would not likely result in a positive revenue requirement; and
  - c) A positive net income will likely be achieved within a five-year period from the time the first new construction is placed in service.
  
3. In the event a positive revenue requirement does result from the transaction, then any additional revenue requirement will be borne by the Company's shareholders, not its ratepayers.
  
4. The following listed areas, individuals, and/or subdivisions have been granted waivers by the Commission per the associated order numbers:

Order Number Area and/or Subdivision  
 WE-2010-0360 Taco Bell Restaurant #2956  
 1630 Jungerman Road, St. Charles

- |    |  |   |
|----|--|---|
| N. | In all areas the Company shall, at its own expense, be responsible for the maintenance of all Service Connections and Company Service Lines including the curb stop/valve, meter box/pit, the meter yoke and all other appurtenances in the meter pit/box, and the meter. In certain areas (to Include St. Louis County), as of the effective date of this tariff, Customers have owned the Service Connections and the entire length of the Service Lines, and the actual ownership of a minority of the Company Service Lines is indeterminate in several areas served by the Company. It is therefore the intent of these Rules and Regulations that the Company shall, in such areas assume the responsibility and expense for maintenance of all Service Connections and Company Service Lines and outdoor meter box and meter installations, or to the Service Connections and Company Service Lines and outdoor meter box and meter installations, or to the Customer's property if the meter is not located within five feet (5') of the property line. When, in the opinion of the Company, a Company Service Line is in need of replacement, the Company shall make the replacement at its own expense. The Company will hold title to all such service connections, Service Lines and meter box installations installed by the Company. | + |
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| O. | Should a leak occur and the existing curb stop/valve or meter box/pit is not located on the property line, and it cannot be determined whether the Company or the Customer is responsible for the leak; the Company at its expense will install a curb stop at the property line or as close as possible if obstructions prevent placement on the property line. However, if the leak is on the Customer's side of the newly installed curb stop, the Customer shall be responsible for the maintenance and expense of the leak.   |   |

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: April 23, 2020                      Effective Date: May 23, 2020

Issued By: Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
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**Rule 5 – Standby, Special and Temporary Service, and Intercepting Tank Required for Large Customers**

- A. The entire cost of any standby, special, or temporary service installation will be paid by the applicant.
- B. Any privately owned and operated storage tank and associated plumbing will not be permitted without the express approval of the Company in writing.
- C. The inlet connection for tanks shall discharge at a point no less than six inches (6”) above the overflow and shall be approved by the Company.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
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**Rules and Regulations Governing the Rendering of  
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**Rule 6 – Inside Piping and Customer Water Service Line**

- A. Each applicant for service must, at Customer’s own expense, equip their service supply line with an accessible stop and waste valve inside the foundation wall, as well as all piping and attachments, all of which shall be constructed and maintained by the Customer, subject to the approval of any authorized inspectors and in accordance with the Rules and Regulations of the Company in force at that time.
- B. For all new or replacement Water Service Lines the installation must be in accordance with the requirements of all governmental agencies having jurisdiction, and these Rules and Regulations. The minimum Water Service Line requirements for material and construction shall be as follows:
  - 1. The Customer’s water service pipe shall be of a size not smaller than the service connection, and the minimum size shall be three-quarter inch (3/4”). The type of pipe shall conform to existing plumbing codes and the reasonable requirements of the Company in furnishing adequate and safe service.
  - 2. For all private fire service lines and Master Water Service Lines in the Joplin and St. Joseph Operations, the Customer shall be responsible for construction and maintenance of the Customer’s water service line from the main to the premises, including all stop boxes, valves, and meter setting components. In all operations where a Company water service line exists between the main and the meter setting, stop box, property or curb line, as applicable, and the Company is responsible for such meter setting or stop box, the Customer shall be responsible for construction and maintenance of the Customer’s water service line between the meter setting, stop box or Company water service line, as applicable, and the premises. The Company may agree to make the physical connection between the Customer’s water service line and the Company-owned pipeline or components, but the Company by so doing shall assume no maintenance responsibility for the Customer Service Line.
  - 3. All Customer’s Water Service Lines must be installed at least forty-two inches (42”) below the surface of the ground (finished grade) at any point.
  - 4. If the Company becomes aware of a Customer’s new or replacement Water Service Line not being installed as herein provided, the Company will not permit a new tap and will not install a Company Water Service Line or metering equipment until the Customer’s Water Service Line is installed as herein provided.
- C. The Company reserves the right to inspect Customer’s installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof. Charges for inspection by Company personnel shall be in accordance with approved fees and as set out in the applicable Schedule of Service Charges.
- D. Unless otherwise specified by local codes or ordinance, when street main pressure exceeds eighty (80) p.s.i., Customer shall install, at their expense, an approved pressure reducing valve in the Customer Water Service Line near its entrance to the building to reduce the water pressure to eighty (80) p.s.i. or lower, except where the Customer Water Service Line supplies water directly to a water pressure booster system,

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\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: April 23, 2020                      Effective Date: May 23, 2020

Issued By: Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141

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an elevated water gravity tank, or pumps provided in connection with a hydropneumatic or elevated gravity water supply tank system.

- E. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather. In locations with Customer owned meter boxes, the meter boxes must be properly installed free from water, mud, and debris at all times. The Company will make ordinary repairs to meters, but if meters are damaged through freezing, hot water backing up into the meter, or neglect of the Customer, the repairs will be assessed against the Customer and payment for such repairs will be enforced the same as bills for service.
- F. Customers at their own expense shall make all changes in their Customer Water Service Line required by changes of grade, relocation of mains, or other causes.
- G. Separate premises must have separate Customer Water Service Lines, service valves, and meters, unless specifically authorized by the Company and Customers enter into a Master Water Service Line Use Agreement and Encumbrance for Condominiums and Commercial Developments as appropriate.
- H. Repairs or maintenance necessary on the Customer Water Service Line or on any pipe or fixture in or upon the Customer's premise including the connections to the Company's metering installation, but excluding the Company-owned meter, shall be the responsibility of the Customer. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so may result in discontinuance of service.

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\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: September 6, 2013      Effective Date: October 6, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

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Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
Water Service**

**Rule 7 – Interruptions in Water Supply and Limitations on Use of Water**

- A. When water service is interrupted for repairs, extensions or alterations to the distribution system or station equipment, Customers affected by such interruptions shall be notified in advance whenever it is practicable to do so. However, notwithstanding any other provision of this rule, the Company may shut off the water in its mains at any time without advance notice for reasons of health, safety, property damage or other emergencies, when it is not practicable for the Company to provide such advance notice. Every effort will be made to minimize interruption of service.
- B. No refunds of charges for private or public fire protection or of the minimum water rate of other classes of Customers will be made for interruptions of service unless the interruption is in effect for a continuous period in excess of forty-eight (48) hours.
- C. If necessary, in order to maintain proper and sufficient pressures in the distribution system, and storage volume for fire protection and other purposes, the Company may limit and regulate, in a reasonable and non-discriminatory manner, any unusual, unnecessary or wasteful flow or quantity of water usage. This may include, but is not limited to, the sprinkling of fields, gardens, orchards, lawns, parks or club grounds, and the flushing of streets, avenues, roads, and other public places. As an example, the use of water for sprinkling or landscape watering may be restricted by the Company to alternate days to prevent excessive use and/or waste of water.
- D. The Company may regulate or limit the filling of tanks, basins, swimming pools, etc., requiring large flows of water, where such use of water may affect service to other Customers.
- E. The Company may restrict or regulate the quantity of water used by Customers in case of scarcity or whenever an emergency affecting public health and welfare may require such restrictions.
- F. Enforcement of the provisions of paragraphs C., D. and E. of this Rule may be by the cooperation of local authorities to enforce local ordinances or may be by discontinuance of service in accordance with Rule 10.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141



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

**Rule 8 – Cross Connections**

- A. Unprotected cross-connections with the public water supply are prohibited. The Company will refuse to provide service to any premise having such connections until any and all such existing conditions are terminated, or are protected by an approved backflow prevention assembly of a type that is acceptable to the Company. Should a Customer fail to have a proper approved backflow prevention assembly properly inspected, tested and maintained, the Company will refuse to continue service to the premises until such time as the Customer complies with the Rules.
- B. Cross connection control is designed for containment protection of the Company's distribution system from cross connections located on Customers' premises. The rules are not designed to protect any one Customer from risks associated with cross connections located within the Customer's premises. A Customer may be required to install, at the Customer's expense, an approved backflow prevention assembly of the proper type as close as possible to the meter, on the Customer's side, as practicable and before any branching occurs, with the exception of underground sprinkler systems and boilers where the assembly may be installed on the branch of the service line that specifically serves these systems. The installation of the backflow assembly will be required as a condition for continued service for existing Customers, and before service to a new Customer will be permitted. The installation of all backflow prevention assemblies required by these rules or other applicable cross connection control program must be performed by a Qualified Backflow Assembly Installer.
- C. These rules and other cross connection control programs apply to all commercial, industrial, and public authority facilities. Establishments that have only drinking fountains, and restrooms, having non-commercial type water using appliances may not be required to install a backflow prevention assembly at the discretion of the Company.
- D. The Company will require backflow protection on any class of Customers including residential when any of the following conditions exist:
  - 1. The premises qualifies as a Class I or Class II backflow hazard in accordance with the Missouri Department of Natural Resources Backflow Prevention Rules;
  - 2. The premises has an auxiliary supply;
  - 3. The premises has an underground sprinkler system;
  - 4. The premises has a private fire protection system;
  - 5. The premises has a reported history of cross connections being established or re-established;
  - 6. The premises has a permanently installed means of internally pressurizing the water supply (e.g. pressure booster, power shower, etc.);

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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

Missouri-American Water Company  
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<p>7. A cross connection is specifically identified; or</p> <p>8. Due to proprietary or classified restrictions the Company is not permitted to enter upon the premises to inspect plumbing and water using equipment.</p> <p>E. When a premises is served by multiple service lines, wherever backflow protection is determined to be required on the Customer's premises, all such water supply lines from the Company's mains entering such premises shall be protected by an approved backflow prevention assembly of a proper type.</p> <p>F. Temporary connections to the public water supply are prohibited unless authorized by the Company in writing. This includes the use of fire hydrants. If a temporary connection is permitted the proper metering and backflow prevention assembly, as approved by the Company, will be required. The backflow device shall be an RP, and it shall be tested each time it is placed into service.</p> <p>G. Backflow protection on private fire protection systems shall be as required by the Company, and applicable state and local regulations.</p> <p>H. The type of protection that shall be required to prevent backflow into the public potable water supply shall be commensurate with the degree of hazard (either actual or potential) that exists on the Customer's premises, and subject to the reasonably exercised judgment of the Company.</p> <p>I. The St. Louis County Department of Public Works administers a cross connection control (CCC) program in St. Louis County. This Rule applies in St. Louis County, however the Company does not directly manage the CCC program.</p>	<p>+ +</p>
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\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: November 20, 2013      Effective Date: December 20, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
Water Service**

**Rule 9 – Bills for Water Service**

- A. The charges for water service shall be at the rates specified in the applicable Rate Schedules. The point of sale shall be at the meter installation for all metered service or at the tap for all unmetered services. Service charges for connection (turn-on) or disconnection (turn-off) of service are set forth in the applicable Schedule of Service Charges.
- B. A Customer who has made application for water service to a premises shall be held liable for all charges for water furnished to such premises until the Customer’s requested date of termination.
- C. Bills for water service will be distributed on a monthly basis. The due date on the bill shall be twenty-one (21) days after the “date of rendition” of the bill to the Customer. The Customer’s bill will be due and payable by this due date. The date printed on the bill shall be no less than twenty-one (21) days after the date of the postmark of the bill. Any accounts remaining unpaid after the due date shall be considered delinquent and the Company may take such action as specified in its filed rules and regulations. +  
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- D. A separate Customer account shall be created, with separate billings rendered for each meter installation, and the use of water by the same Customer in the same or different premises or localities will not be combined unless an agreement exists between the Customer and the Company for combining multiple meter readings into one bill.
- E. Each Customer is responsible for furnishing the Company with the correct bill mailing address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent.
- F. Bills and notices relating to the Company or its business will be mailed or delivered to the service address entered in the Customer’s application unless the Company is notified by the Customer of a change of address or an alternate mailing address.
- G. Payments shall be made at authorized locations as designated by the Company.
- H. The Company shall have the right to read meters and render bills either monthly or annually and such bills shall be due and payable on the due date indicated on the bill.
- I. Water bills are rendered for the entire premises as served through a single metering point, whether served by a single meter, a compound meter, or a series of meters set on a service line, and will not be subdivided by the Company.
- J. The Company may render a bill based on estimated usage if:
  - 1. Extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings; or

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: April 30, 2013 Effective Date: May 20, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
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2. The Company is unable to obtain access to the Customer’s premises for the purposes of reading the meter, or in situations where conditions make or the Customer makes reading the meter unnecessarily difficult.

K. When the Company renders an estimated bill, it shall clearly and conspicuously note on the bill that it is based on estimated usage.

L. The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered, or as a result of clerical error.

M. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the billing period. Where water usage is the basis for the charge, it will be at the appropriate rate for water usage unless other charges apply based on local tariffs.

N. Where a meter fails to register, or if the Company is unable to obtain a meter reading due to reasons outlined in Rule 9J. above, the Customer’s bill for water usage shall be estimated by using the actual usage during the same billing period, at the same premises, in the most recent year. If no actual usage is found for the comparison period of the prior year, the Company will base its estimate on actual usage found during the prior billing period. If no actual usage is found for the prior billing period, the Company will base its estimate upon average annual usage of customers in the same customer class within the same meter reading route and under the same tariff schedule.

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+ *Indicates change*

Date of Issue:

April 30, 2013

Effective Date:

May 20, 2013

Issued By:

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

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**Rule 10 – Discontinuance of Water Service**

- A. The Company may discontinue water service to a Customer for one or more of the following reasons:
1. Nonpayment of an undisputed delinquent charge.
  2. Failure to post a required deposit or guarantee.
  3. Unauthorized interference, diversion or use of the Company service situated or delivered on or about the Customer's premises or supplied to a location other than the Customer's premises.
  4. Failure to comply with terms of a settlement agreement, or payment extension agreement, including payment arrangements.
  5. Refusal after reasonable notice to permit inspection, maintenance, replacement or meter reading of Company equipment. If the Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
  6. Misrepresentation of identity in obtaining utility service.
  7. Violation of any other rules of the Company approved by the Commission which adversely affect the safety of the Customer or other persons or the integrity of the Company's system.
  8. Non-payment of a sewer bill issued by the Company or pursuant to a contract between the Company and a sewer corporation, municipality or sewer district and as authorized by state statute. When water service is discontinued for this reason, any service charges for turn on/off or disconnection/reconnection within these rules shall not apply, and notice to the Customer shall be provided by rules and procedures applicable to the Customer's sewer service in lieu of notification required by these rules.
  9. As provided by local, state or federal law.
- B. None of the following shall constitute sufficient cause for the Company to discontinue service:
1. The failure of a Customer to pay for merchandise, appliances or services not subject to Commission jurisdiction as an integral part of the Company service provided by the Company, except for a sewer bill pursuant to 10A.8.
  2. The failure of the Customer to pay for service received at a separate metering point, residence or location. In the event of discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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

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3. The failure to pay the bill of another Customer, unless the Customer whose service is sought to be discontinued received substantial benefit and use of the service.
  4. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
  5. The failure to pay a bill correcting a previous under billing, whenever the Customer claims an inability to pay the corrected amount unless a utility has offered the Customer a payment arrangement equal to the period of under billing.
- C. Except for Provision A.8., above, notwithstanding any other provision of this Rule, the Company may postpone the discontinuance of water service to a residential Customer for a time of at least twenty-one (21) days if the Company is advised the discontinuance will aggravate an existent medical emergency of the Customer, a member of their family or other permanent resident of the premises where service is rendered. The Company may require a Customer to provide satisfactory evidence that a medical emergency exists.
- D. The Company will provide reasonable notice of any discontinuance of service to a Customer as practicable. However, notwithstanding any other provision of this rule, the Company may discontinue service temporarily to a Customer without advance notice for reasons of health, safety, property damage or other emergencies.
- E. If a Customer disputes a particular bill, the Company will not discontinue service for non-payment so long as the Customer:
1. Pays the undisputed portion of the bill (if the parties are unable to determine the undisputed portion, the Customer shall pay to the utility fifty percent (50%) of the bill in dispute);
  2. Pays all future periodic bills by the due date; and
  3. Enters into discussions with the Company to settle the dispute in accordance with rules of the Missouri Public Service Commission. If agreement cannot be reached on settlement of the dispute, the Customer may register their dispute with the Missouri Public Service Commission in accordance with Commission rules.
- F. Except for Provision A.8., above, the Company shall not discontinue residential service pursuant to Provision A., above, unless written notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, the Company may deliver a written notice in hand to the Customer at least ninety-six (96) hours prior to discontinuance. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to the Commission's Rules that is currently the subject of a dispute pending with the utility or complaint before the Commission, nor shall

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+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President  
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such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of settlement.

G. On the date specified on the notice of discontinuance, or within thirty (30) calendar days after that, and subject to the requirements of these rules, the Company may discontinue service to a residential Customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued on a day when Company personnel are not available to reconnect the Customer's service or on a day immediately preceding such a day unless the Company is prepared to reconnect service on such day, subject to payment of the applicable standard charge as required. After the thirty (30) calendar day effective period of the notice, all notice procedures required by this rule shall again be followed before the Company will discontinue service.

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H. The Company shall make reasonable effort to communicate with the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable effort to inform such occupant(s).

I. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance.

J. The provisions of paragraphs H. and I., above, may be waived if safety of Company personnel while at the premises is a consideration.

K. Discontinuance of the supply of water to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.

L. In case the Company discontinues its service for any of these causes or is through fault of the Customer, prevented from supplying water according to the provisions of any contract or agreement, then there shall forthwith become due and payable to the Company as liquidated damages, and not as penalty, the amount remaining unpaid, and also the amount which is guaranteed by the contract or agreement as a minimum payment for same.

M. If the Company shall ever have lawful cause to discontinue water service to any one of the Customers using a Master Water Service Line, whether due to nonpayment of bills, leaks in the metering facilities or any other lawful cause whatsoever, the water service to the entire Master Water Service Line may be discontinued and all Customers dependent on the line can be deprived of water service because of the actions or inactions of one of said Customers.

N. The Company reserves the right to shut off the supply of water without notice for the following reasons:

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: October 10, 2018      Effective Date: November 9, 2018

Issued By: Cheryl Norton, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
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1. If a condition dangerous or hazardous to life, physical safety or property exists.
  2. If the owner of any premises which is not in compliance with Rule 8, fails or refuses to break the connection after receiving notice to do so by the Company, service shall be discontinued by the Company, by the making of a definite break in the Customer service connection until the premises is in compliance with Rule 8. The entire cost of the breaking and reconnecting of the service pipe shall be at the expense of the Customer.
  3. Upon order by any court, the Commission or other duly authorized public authority.
  4. For tampering by the Customer or others with the knowledge of the Customer, with any meter, connection, service connections, curb cock, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
  5. If fraudulent or unauthorized use of water is detected and the Company has reasonable grounds to believe the Customer is responsible for such use.
- O. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Rules and Variances as approved by the Commission.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141



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**Rule 11 – Restoration of Water Service After Discontinuance**

- A. When water service to a premises has been discontinued for any reason other than temporary vacancy, it will be restored promptly at that premises when the cause for discontinuance has been eliminated and upon payment of all charges due and payable by the Customer in accordance with the Company's approved rates and service charges, or payment of a sewer bill and other charges pursuant to a contract between the Company and a sewer corporation, municipality, or sewer district authorized by state statute.
- B. Company personnel sent to discontinue service will not accept payment in order to prevent turn-off of service.
- C. No Customer whose service has been turned off shall turn on same or have same done by anyone other than Company personnel.
- D. Water may not be turned on to any premises unless there is a responsible person present if required by the Company.
- E. When it has been necessary to discontinue water service to any premises because of a violation of the Rules and Regulations or on account of non-payment of any bill, except for non-payment of a sewer bill pursuant to Rule 10A.8. above, a charge as set forth in the approved tariff will be made to restore water service except that the charge for any service turned on at the request of a Customer after regular hours or on Saturdays, Sundays, or holidays will be actual cost. This charge, together with any arrears that may be due the Company for charges against the Customer, and any service deposit required by the Company, and actual disconnection and applicable excavation charges must be paid before the water will again be turned on.
- F. If at the time of such discontinuance of service, the Customer does not have a deposit with the Company, the Company may require a cash deposit as a guarantee of the payment of future bills before the water will be turned on.
- G. In the event the Customer's payment is returned for any reason, water service may be discontinued without additional notification.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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

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**Rule 12 – Security Deposits**

- A. The Company may require a security deposit or other guarantee as a condition of new water service due to any of the following:
1. The Customer has outstanding with the Company an unpaid service account which accrued within the last five (5) years and at the time of the request for water service remains unpaid and not in dispute.
  2. The Customer has in an unauthorized manner interfered with or diverted the service of a utility situated on or about or delivered to the Customer’s premises within the last five (5) years.
  3. The Customer is unable to meet credit rating standards for water utilities. The Customer shall be deemed to have established an acceptable credit rating if the Customer meets any of the following criteria:
    - a) Owns or is purchasing a home;
    - b) Is and has been regularly employed on a full-time basis for at least one year;
    - c) Has an adequate regular source of income; or
    - d) Can provide adequate credit references from a commercial credit source.
- B. The Company may require a security deposit or other guarantee as a condition of continued water service due to any of the following:
1. The service of the Customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.
  2. In an unauthorized manner, the Customer interfered with or diverted the service of the Company situated on or about or delivered to the Customer’s premises.
  3. The Customer has failed to pay an undisputed bill before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods
- C. A security deposit required by the Company is subject to the following terms and conditions:
1. A deposit shall not exceed two (2) times the highest bill for water charges actually incurred or estimated to be incurred by the Customer during the most proximate twelve (12) month period at the service location or, in the case of a new Customer, who is assessed a deposit under Provision A.3. of this rule, one-sixth (1/6) of the estimated annual bill for monthly billed Customers for water charges at the requested service

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President  
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- location. If a deposit is greater than one hundred dollars (\$100), the utility shall advise the applicant or Customer that the deposit can be paid in equal installments over a period of no less than four (4) weeks; service shall be connected upon receipt of the first such payment.
2. Each Customer posting a security deposit shall receive, in writing, at the time of tender of deposit or with the first bill a receipt as evidence of deposit.
  3. Deposits held for twelve (12) months or longer shall earn interest from the date of deposit at the approved interest rate as shown on the schedule of service charges applicable to the service district in which the Customer is located or at such other rate as the Commission may prescribe following a public hearing: Interest shall be credited upon the water service account of the Customer annually or paid upon the return of the deposit at the discretion of the Company. Interest shall not accrue on any cash deposit after the date the Company has made a reasonable effort to return such deposit to the Customer.
  4. The deposit shall not earn interest upon termination of service. The deposit, with accrued interest, shall be credited to the final bill and the balance, if any, shall be returned to the Customer.
  5. The credit of a Customer shall be established and the deposit and accrued interest shall be refunded promptly by the Company upon satisfactory payment by the Customer of all proper charges for water service for a period not to exceed twelve (12) successive months. For purposes of this rule, payment is satisfactory if made prior to the date upon which the bill becomes delinquent. The Company may withhold refund of the deposit funds pending the resolution of a matter in dispute involving discontinuance for non-payment of unauthorized interference by the Customer.
  6. If a Customer is unable to pay a security deposit in one payment, the Company will allow the Customer to make payments over a period of at least four (4) weeks.
- D. In lieu of a cash security deposit required by these rules, Company may accept the written guarantee of a responsible party who is an existing Company Customer as surety for a Customer service account subject to the following terms and conditions.
1. It shall be in writing and shall state the terms of guarantee and the maximum amount guaranteed. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of a required case deposit unless the guarantor consents thereto in a separate written instrument.
  2. Credit shall be established for the Customer and the guarantor shall be released upon satisfactory payment by the Customer of all proper charges for water service for a period of twelve (12) successive months. For purposes of this Rule, payment is satisfactory if, as to undisputed bills, it is made prior to the date upon which the bill becomes delinquent. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution of withdrawal of the dispute. The Company may withhold the release of the guarantor pending the resolution of a matter in dispute involving discontinuance for non-payment or unauthorized interference by the Customer.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President  
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**Rule 13 – Termination of Water Service at Customer’s Request**

- A. The Customer shall notify the Company at least three (3) business days in advance of the day termination is desired. The Customer shall remain responsible for all service used and the billing therefore until service is terminated pursuant to such notice. Upon receipt of such notification the Company shall read the Customer’s meter and charges for water service rendered up to and including the time of shut-off shall be computed and will become due and payable immediately.
- B. The Company may, on verbal notice of the Customer, or their agent, temporarily turn-off and reinstate service for repairs or alterations without in any way affecting the existing application. Applicable fees may apply.
- C. Termination of water service to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from Customer.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141

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**Rule 14 – Service Charges**

- A. A service activation fee, as set forth in the applicable Schedule of Service Charges will be charged for initiating service to any new Customer during the Company’s regular business hours. Services turned on at the request of the Customer outside of business hours will be charged at actual cost.
- B. A termination (turn-off) of an existing service will be made during the Company’s regular business hours without charge. For all indoor meters not equipped with a remote reading device, the Customer, or their authorized representative must be present at the time of termination.
- C. Company personnel will conduct necessary investigation for unusually high usages, checking meter readings, reasonable enforcement of these Rules and Regulations, or to satisfy Customer inquiries upon either Company instigation or Customer request. However, after making one such special meter reading or investigation at the request and for the convenience of the Customer, any additional services of this nature performed for the Customer within thirty-one (31) days shall constitute special services and the Company shall require a payment as shown on the applicable rate sheet.
- D. The service charges cited in the various sections of this Rule are “net” and do not include any applicable municipal, state, or federal taxes computed on the Company’s collections of such charges. Any such taxes will be added in collecting or billing service charges, as appropriate.

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\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: December 20, 2012      Effective Date: May 20, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
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**Rule 15 – Meters and Meter Installations**

- A. All permanent connections shall be metered. The Company’s installed meter shall be the standard for measuring and/or billing water service. All meters shall be furnished, installed, maintained, and removed by the Company and shall remain its property. No one who is not an employee or agent of the Company shall be permitted to access, tamper or remove such property therewith.
- B. For all operations, the Company will furnish parts, material and construction of the outdoor meter setting located at or near the property line, in accordance with these rules and in consideration of approved charges as specified in the applicable Schedule of Service Charges. The Company will maintain the installation and it will remain the property of the Company. +
- C. Unless otherwise permitted by the Company, the size of the meter installed by the Company will not be greater than the smallest size of any portion of the water service line. The style and size of the meter(s) will be determined by the Company based on:
  - 1. The service line configuration chosen by the Customer from those alternatives which are permissible by the Company’s Rules, Regulations, and/or specifications then in effect; and/or
  - 2. The basis of the Customer’s stated flow requirements.

If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the Customer, the cost of installing such meter and appurtenances shall be borne by the Customer.
- D. The meter shall only be installed in a dry meter box/vault of a size and design acceptable to the Company and located accessibly on the premises served.
- E. The meter installations shall be at or near the property line, in front of the premises served unless the Company approves another location. In the cases where the location of the Company’s main and the routing of the water service line prevents efficiently locating the meter box/vault at or near the property line, the meter location will be determined by the Company to facilitate proper and efficient meter reading.
- F. All meter installations must be protected from flooding, and constructed of materials acceptable to the Company. Also to minimize meter freezing problems and improve accessibility for meter reading all meter boxes, unless specifically allowed by the Company, must be located outside of paved or graveled areas, such as driveways, sidewalks, and parking lots, etc. In addition all meter installations must be kept clear of

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: April 23, 2020                      Effective Date: May 23, 2020

Issued By: Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
 Name of Issuing Corporation

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enclosures, vegetation or landscaped plantings that would inhibit accessibility for efficient meter reading and maintenance.

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

H. Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain, provided the meter remains readily accessible, as determined by the Company, for servicing and reading, the meter space provided is located where the water service line enters the building, and a properly installed electrical ground wire is installed around the water meter. Meter space guidelines are based on meter size and will be provided to Customer by the Company upon request. It is the responsibility of the Customer to provide a location for the meter, which in the event of water discharge as a result of leakage from the meter or couplings will not result in damage. If a Customer refuses to provide a reasonable and an accessible location for a meter installation and servicing as determined by the Company, the Company will notify the Customer and the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.

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

J. All service to any one Customer at one building shall be furnished through a single metering installation, except as authorized by agreement between the Company and the Customer. Where a building or a parcel of property with more than one building is occupied by more than one Customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one service line under a Master Water Service Line Use Agreement and Encumbrance for Condominiums and Commercial Developments. . The Company's meters will be in a location approved by the Company. Where service is supplied through two or more meters to a location having two (2) or more separate premises, the service shall be considered a multiple service at the Company's option. The Customer may rearrange piping, at Customer's own expense, so as to separate the multiple services and permit the Company to install a separate meter for each premise.

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

L. The meters and meter installations furnished by the Company shall remain its property and the owners of premises wherein they are located shall be held responsible for their safekeeping and liable for any damage thereto resulting from the carelessness of said owner, their agent, or tenant. For failure to protect same against damage, theft, or loss, the Company may refuse to supply water until the Company is paid for such damage. The amount of the charge shall be the cost of

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+ *Indicates change*

Date of Issue: September 6, 2013      Effective Date: October 6, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
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<p>the meter and appurtenances (including applicable taxes and other incidental charges) and the labor cost necessary to make the meter change.</p>	<p align="center">+ +</p>
<p>M. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather and must keep the meter box/vault area free from water, mud, and debris at all times. The Company will make ordinary repairs and/or replacement to meters, but if meters are damaged through freezing or neglect of the Customer, the cost of repairs and/or replacement will be assessed against the Customer and payment for such repairs and/or replacement will be enforced the same as bills for service. The Customer will similarly be held responsible for preventable damage to any remote meter reading attachment. The Customer shall promptly notify the Company of any defect in, or damage to, the meter, its connections or housing.</p>	
<p>N. No person except an authorized employee of the Company, or other person duly authorized by the Company, shall make any connection to or disconnection from the water main of the Company, nor shall unauthorized individuals set, change, remove, interfere with, bypass, or make any connection to, the Company's meter or other property. The Customer shall be responsible for any violations of this rule and the consequences thereof. The Customer shall promptly notify the Company of any defects in, or damage to, the meter, its connections or housing as soon as it comes to their knowledge. The Company may put seals on any water meter, or on its couplings, in and for any premises, and may discontinue water service if such seals are found broken or removed, pursuant to Rule 10.</p>	
<p>O. Any change in the location of any existing service connection, meter or meter installation at the request of the Customer shall be made at the expense of the Customer.</p>	
<p>P. If additional meters are desired by the Customer and/or property Owner for showing subdivision of the supply within a premise, they shall be furnished, installed, operated, and maintained at the expense of said Customer and/or property Owner with written permission from the Company.</p>	
<p>Q. Plumbing appurtenances, such as pressure reducing valves, auxiliary shutoff valves, gauges, backflow prevention devices, lawn sprinkler connections, etc., or any other construction shall not be located inside a meter box/vault containing the meter and shall not interfere with installation, removal operation, servicing or reading of the meter. Only those water service line or plumbing appurtenances of a design acceptable to the Company will be permitted to be installed in the meter box/vault.</p>	
<p>R. Meter requirements for private fire protection shall be as specified in Rule 22.</p>	
<p>S. On a split service, the Company will provide all meters used, but the size of the meter installed on the domestic line will not be larger than necessary for the reasonably anticipated domestic usage requirements of the Customer. If the "fire flow" meter alternative is required by the Company or is chosen by the Customer if not required by the Company, the Customer and/or property Owner must pay to the Company as a contribution-in-aid-of-construction, in consideration of a) the extraordinary cost of a "fire flow" meter, and b) fire flow potential demand, the difference between the actual cost of the "fire flow" meter and the costs of the meter(s) otherwise deemed appropriate by the Company for the split service line arrangement. The Company does not pay the cost of any required meter settings, boxes/vaults or related plumbing</p>	

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: September 6, 2013      Effective Date: October 6, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141



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requirements, regardless of which service line configuration is utilized, these costs are borne by the Customer and/or property Owner as part of installation of a new service.

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**Rule 16 – Meter Tests and Test Fees**

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

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: September 6, 2013      Effective Date: October 6, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

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**Rule 17 – Bill Adjustments Based on Meter Tests**

- A. Whenever any test by the Company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Commission, the Company shall adjust the Customer's bills by the amount of the actual average error of the meter and not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration will be determined as follows:
1. Where the period of error can be shown, the adjustment shall be made for such period subject to limitations set out below.
  2. Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
- B. **Under-register:** If the meter is found on any such test to under-register, the Company may render a bill to the Customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined but not to exceed twelve (12) monthly billing periods. Such action shall be conditioned upon the Company's not being at fault for allowing the inaccurate meter to remain in service.
- C. **Over-register:** If the meter is found to over-register more than allowable according to Commission rules, the Company shall refund to the Customer concerned any overcharge caused thereby during the period of inaccuracy as above defined not to exceed sixty (60) monthly billing periods. Said refund may, at the Company's option, be in the form of a credit to the Customer's bill.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

727 Craig Road, St. Louis, MO 63141

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**Rule 18 – Failure to Obtain Meter Reading (Customer Readings and Estimated Bills)**

- A. The Company shall attempt to secure an actual reading at least once annually for monthly billed Customers
- B. If the Company is unable to obtain an actual meter reading, the Customer shall be notified under Provision D. or E. of this rule and offered the following options:
  - 1. Provide access to the meter at the regularly scheduled reading time, which is provided to the Customer, upon request;
  - 2. Provide Customer readings to the Company by the date specified;
  - 3. Request an appointment reading during regular business hours, subject to a service charge as specified on the applicable schedule of service charges;
  - 4. Contract for and permit the installation of a remote meter reading attachment; or
  - 5. Provide a meter box at or near the property line together with approved connections and piping for installations of a meter.
- C. The Company shall notify the Customer that if usage is not reported by the Customer and if the Customer fails, after written request, to grant access to the meter, then service may be discontinued in accordance with Rule 10 and the Commission’s Rules.
- D. If usage is not reported by the Customer, the Company shall notify the Customer by first class mail or personal delivery as follows:
  - 1. After three (3) consecutive monthly estimated bills without a Customer read, the Company shall send a letter to the Customer advising that bills are based on estimates and the options set out above are available.
  - 2. After six (6) consecutive estimated monthly bills, without a Customer read, the Company shall send a second letter similar to the first reminding the Customer that the Company must get a reading and listing the options above.
  - 3. After twelve (12) consecutive estimated monthly bills without a Customer read, a third letter shall be sent advising the Customer that a reading must be obtained by a specific date to avoid discontinuance in accordance with Rule 10, above and listing options set out in Provision B.3., 4. and 5., above.
- E. Customers reporting usage shall be notified that the Company must gain access to verify the meter read as follows:
  - 1. After eleven (11) monthly billings where the Company is unable to obtain

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+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

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an actual meter reading, a letter shall be sent advising the Customer that the Company is required to read the meter annually for monthly billed Customers and offering the options set out in B.1., 3., 4. and 5., above.

2. After twelve (12) monthly billings where the Customer has not responded to the options offered in B.1., 3., 4. and 5., above, the Company shall send a second letter advising the Customer that a reading must be obtained by a specific date to avoid discontinuance in accordance with Rule 10, above, and offering options set out in B.3., 4. and 5., above.

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Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

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**Rule 19 – Access to Customer’s Premises (Customer Readings and Estimated Bills)**

- A. Authorized personnel of the Company shall have access at all reasonable hours to the premises supplied for the purpose of making necessary examination of the plumbing and fixtures, taking meter readings, changing meters, installing, removing or servicing remote reading attachments, and for any other reasons deemed necessary by the Company. Such access must be provided as specified in this rule to avoid discontinuance of service.
- B. CUSTOMER READINGS: Customers may read the meter and submit readings. These readings must be submitted to the Company within the time allotted to be used as a basis for billing. In addition, Customers must permit Company personnel access to obtain an actual meter reading by electing one of the options set out in Provision D.1., 2., 3. or 4., below, to confirm the Customer meter readings at least once annually for monthly billed Customers.
- C. ESTIMATED BILLS: If the Company is unable to obtain an actual meter reading and a Customer read is not submitted to the Company within the time allotted, the Company will estimate the bill in accordance with Rule 9J. and K., and Rule 18, above. If no usable (timely received) Customer meter readings are provided to the Company, the Customer must permit Company personnel to obtain a meter reading as set out in Provision D.1., 2., 3. or 4., below, at least once every year for monthly billed Customers  
.
- D. The Company may discontinue service as provided in this rule if a Customer fails to cooperate with the Company to obtain an actual meter reading by not:
  - 1. Providing access to the meter at the regularly scheduled reading time, as provided to the Customer;
  - 2. Requesting an appointment reading during regular business hours, subject to a service charge as specified on the applicable schedule of service charges;
  - 3. Contracting for and permitting the installation of a remote meter reading attachment; or
  - 4. Providing a meter box at or near the property line together with approved connections and piping for installation of a meter.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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**Rule 20 – Public Fire Protection**

- A. An incorporated city, town or village by ordinance or a Fire District by Resolution of its Board of Directors may order a new fire hydrant installed or an existing public fire hydrant relocated or removed within the boundaries of the city, town, village or fire district. Field location of such fire hydrants shall be specified by the Fire Chief of the city, town, village or Fire District or other designated official empowered to act on behalf of the city, town, village or fire district.
- B. The Company may refuse to accept orders for new hydrant installations, and relocation of existing public fire hydrants which do not conform, in general, to the recommendations of the Insurance Services Office of Missouri which are appropriate for that insurance rating for which the city, town, village or fire district is classified.
- C. The Company may refuse to accept orders for installation of new fire hydrants or the relocation of existing fire hydrants at locations where there is not an existing water main, six inches (6") or larger in diameter, except as provided by Joplin City Ordinance. A city or fire protection authority requesting such new hydrants or relocations may enter into a contract with the Company to install or have installed adequate water mains to support such fire hydrants.
- D. The Company will not accept orders for new fire hydrant installations or relocation of existing fire hydrants on private property.
- E. The Company shall not be required to install new fire hydrants or relocate existing fire hydrants on roads, streets or alleys where the political entity having jurisdiction refuses or fails to issue a permit to the Company for such installations or relocations.
- F. New fire hydrants installed under this tariff shall conform to the latest Company specifications and standards.
- G. When hydrants are used by an incorporated city, town, village, fire district or other political entity or for fire drill, the fire hydrants shall be left in proper condition by the incorporated city, town, village or fire district to prevent freezing and other damages.
- H. Customers or their agents, fire departments or fire districts, and all others are forbidden to open any fire hydrants, valves, or other openings not on their metered service for any purpose other than fire protection (fire protection includes filling of a tank or fire fighting equipment by a fire department or fire district) for the purposes of extinguishing of fires. Water shall not be taken from any public fire hydrant for construction purposes, washing streets, flushing sewers or gutters, or any other use without first:
  - 1. Obtaining written authorization from the Company for the particular time and occasion of fire hydrant use;
  - 2. Certifying that they will comply with DNR Regulations; and

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Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

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3. Adhering to the Company’s instructions about the hours, the size of pipes or hose, rates of flow, and other specifications concerning the manner of usage and allowed usages.

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

I. During freezing weather, the city, town, village, fire district, or any other party shall notify the Company after it has opened any fire hydrant.

J. Whenever a change in the location of a fire hydrant is ordered, requested or made necessary due to change in line or grade of any public place, street, avenue, alley, bridge, roadway, curb or walk, or for any other reason, said change will be made by the Company at the expense of the city, town, municipality, fire protection district, governmental entity, road authority or other ordering entity, requesting, or making necessary such change excluding Jefferson City Operations.

K. In the Jefferson City Operations, whenever a change in the location of a public fire hydrant, water mains, pipes, appurtenances or other facilities is ordered or requested by the City of Jefferson or made necessary due to a change by the City of Jefferson in line or grade of any roadway, street, avenue, alley, bridge, curb or walk or public place, such change will be made by the Company and the cost of such change will be paid one-half (1/2) by the Company and one-half (1/2) by the City of Jefferson, under the provisions of Franchise Ordinance No. 8036 approved July 1, 1968.

L. In the event that a city, town, village or fire district by ordinance or resolution, shall order the installation of additional public fire hydrants on existing water mains having an internal diameter of six inches (6”) or larger, the Company will install such fire hydrants at the cost of the Company and such fire hydrants will be maintained by and at the expense of the Company excluding the City of Joplin Operations.

M. All public fire hydrants shall become the property of the Company and shall be maintained by the Company, excluding public fire hydrants within the City of Joplin.

N. In the City of Joplin Operations, applicable only within the Joplin city limits – Per Franchise Ordinance:

1. All public fire hydrants shall be furnished and installed by the Company, at the cost of the City, ordering the installation of same. Any such hydrant, after installation, will be maintained by and at the expense of the Company.

2. When it is necessary or desirable to replace existing public fire hydrants, such hydrants shall be removed and the replacement hydrants furnished and installed only by the Company, and under the following terms and conditions:

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: April 30, 2013 Effective Date: May 20, 2013

Issued By: Frank Kartmann, President  
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- a) At the cost and expense of the Company, if the Company deems it uneconomical to repair the fire hydrant, provided that the need for replacement of the hydrant is not the result of an accident.
- b) In all other cases, at the cost and expense of the City. In the event of replacements due to accidents, the City shall only be billed the amount, if any, by which the replacement cost exceeds the amount received in settlement for the accident.
- 3. All public fire hydrants within the city limits of Joplin shall become the property of the City of Joplin, however, the public fire hydrants shall be maintained by the Company. All public fire hydrants outside of the City Limits of Joplin shall become the property of the Company and shall be maintained by the Company.

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+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

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**Rule 21 – Fire Hydrant Usage and Permits**

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

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

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

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B. Requirements to obtain a permit from the Company to use a public fire hydrant include the following:

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

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+ *Indicates change*

Date of Issue: April 30, 2013                      Effective Date: May 20, 2013

Issued By: Frank Kartmann, President  
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- e) Understanding where to stand when operating the hydrant;
  - f) Hoses attached to the hydrant may not cross streets or driveways unless properly protected; and
  - g) Hydrants shall not be left partially opened, rather they must be left completely open or completely closed.
5. Hydrant permits are to be issued for the same day the request is made unless specifically authorized otherwise by the Company. Permits must be attached to the hydrant being used and will only be removed by Company personnel.
6. Permits requested for a future day(s) is limited to thirty (30) days advance issuance. Requests of this nature must be in writing on the letterhead of the individual or entity making such request which must clearly state the intended purpose of the water usage. For requests beyond thirty (30) days, the Company may, in its discretion, require a permanent tap and metered service be installed and paid for by the individual or entity.
7. Any person or business violating any aspect of this rule may be denied access to permits in the future.
8. Any person or business opening a hydrant without proper authorization may be subject to criminal prosecution along with being responsible for charges for water usage in an amount determined by the Company.
9. Anyone wishing to use a private fire hydrant that is on an unmetered setting or is only metered by a detector meter must follow the above guidelines.
10. Upon expiration of the permit, the Company will inspect the hydrant for any damage and proper shut down. Any damage found will be the responsibility of the permittee. The hydrant permit will be removed from the hydrant by the Company representative.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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**Rule 22 – Private Fire Protection Service**

- A. Application for private fire protection service will be considered by the Company subject to the availability of water mains of sufficient size, and the furnishing of fire protection service shall be on the basis of pressure and volumes as may exist in the locality, which pressures and volumes are not guaranteed by the Company. The private fire protection service is not designed to extinguish a fire, but rather to suppress or retard its growth to protect persons and property.
- B. When fire flows are necessary (whether for a single premises or on a Master Water Service Line which is metered at its connection to the Company’s main), the meter(s) must be capable of measuring a full range of flows required by the Customer (both domestic and fire flows). The Customer with approval from the Company may choose the preferred method of:
1. A combination service line with a meter designed for both domestic flows and fire flows, typically referred to as a “fire flow” meter, or an approved meter by the Company. For residential single or two (2) family premises combination services only, this meter may not be a “fire flow” meter designed and warranted for use on residential fire suppression systems. As of the effective date of this tariff, that portion of the newly constructed dual purpose service line from the Company main to the property line shall be the property of the Company in consideration of its perpetual maintenance and upkeep;

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Based on Customer’s needs and premises requirements, the Customer with approval from the Company may also choose between:

2. A split service line configuration which uses a detector check meter(s) on the fire line and a meter suitable for the reasonably anticipated domestic usage requirements on the line not used for fire protection; or
3. A dedicated fire service line with detector check meter, which is separate from the domestic water service line.

If a Customer chooses a combination service configuration for a one or two (2) family residential premises that is sized to meet fire flows, this service line will be considered an oversized Domestic Service Line and must conform to the rules for service connections and Customer water service lines as provided in Rules 3 and 5 in this tariff. An “Application for Special Connection” must be completed and approved in writing by the Company, as well as by the applicable Fire Protection Authority.

A Customer who receives both domestic water and fire protection services through a combination or split service line acknowledges that discontinuance of service for any reason will result in the discontinuance of fire protection service.

- C. If unauthorized usage is made of the fire protection facilities, or unusual circumstances develop, the Company reserves the right, at any time, to install a meter or flow-detection device. In such circumstances

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue: April 23, 2020                      Effective Date: May 23, 2020

Issued By: Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141

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the Company will provide the meter, but the cost of meter installation including necessary plumbing, fittings, vaults or meter settings necessary for the installation shall be paid by the Customer.

- D. All new Private Fire Service Line Connections shall include installations of a valve, as approved by the Company, of the same size as the service connection at the junction of the water main, along with an approved backflow prevention assembly with detection meter. The Company or Company's representative will make the service tap to its mains at the cost and expense of the Customer. The backflow assembly must be installed on the Customer's premises in an in-ground vault, above ground, or inside a building. The installation and operation of the backflow assembly must conform to the requirements of the Company and the Department of Natural Resources and shall remain the sole responsibility of the Customer for periodic inspections, testing and maintenance by the Customer. Should a Customer fail to have the backflow assembly inspected, tested or maintained, the Company will refuse to continue service to the premise until such time as the Customer complies with the Rules.
- E. No Private Fire Service Line Connections shall be used for domestic, commercial or industrial use unless such connection is authorized by the Company in writing.
- F. All new sprinkler pipes and other private fire connection pipes shall be so placed as to be readily inspected. If the pipes are concealed on existing services or not readily identifiable, or if any authorized connections for other uses are in existence, meters shall be installed on each service at the expense of the Customer.
- G. The size of the private fire service connection shall be determined by the Company.
- H. Customers desiring private fire service must consult, before installation, with the Company as to the availability of mains and pressure. In the event a private fire service connection is requested at a point not already served by a main of adequate capacity, at the sole discretion of the Company, a main extension will be required as provided in Rule 23.
- I. Private fire hydrants not installed on public right-of-way or on Company easement and connected to Company mains shall be subject to required contracts as provided in the Company's applicable rate schedule.
- J. Any modifications to any existing service lines to retrofit a fire suppression system for either residential or commercial structures shall have written approval of the Company, applicable Fire Protection Authority, and the division of plumbing having jurisdiction of the premises to be served, prior to modification and or installation of said fire suppression system.
- K. An applicant for Split, Combination Water Service lines, Special Connection(s) or dedicated fire service lines shall comply with all provisions specified in the Application for Special Connection, which may be modified, altered or changed from time to time by the Company.
- L. Service connections for water to be used for the suppression of fire shall be made only upon the terms as provided for in the "Application for Special Connection" for such service, a copy of which is available at the

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+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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Company's office, and then only after such application has been approved in writing by the Company, as well as by the applicable Fire Protection Authority.

- M. A valve controlling the entire supply, as approved by the Company, shall be placed either at the curb or at such other point as may be approved by the Company, and said valve shall be at the expense of the Customer, and any valve pit or vault which may be required will also be furnished by and at the expense of the Customer.
- N. Where split services are used for both general and fire purposes, separate charges will be made for each type of service in accordance with the established schedule of rates.
- O. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise.
- P. The Company shall not in any way or under any circumstance be held liable or responsible for personal injury, death, property damage, or any other claim of loss following or resulting from: the termination or discontinuance of a Customer's service; a deficiency in the pressure, volume or supply of water due to the malfunction or failure of a meter; or a deficiency in the pressure, volume or supply of water while meters or service lines are being repaired or replaced, unless such injury, damage or loss is due to the willful misconduct or gross negligence of the Company.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

April 23, 2020

Effective Date:

May 23, 2020

Issued By:

Deborah D. Dewey, President

727 Craig Road, St. Louis, MO 63141

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- Q. When a tap has been made to serve a private fire protection service line and a customer or owner decides either (a) not to install the private fire protection service line and piping and to cancel the private protection billing or (b) to terminate existing private fire protection service, the following are required:
1. A written request for termination of private fire protection service from the customer and owner of the premises; and
  2. Proof that the appropriate fire protection authority has been notified that private fire protection service will not be available at the premises; and
  3. Destruction of the tap as provided in Rule 4. In the case of a "split water service line," that portion of the water service line providing the private fire protection service may be made unusable as directed by the Company in lieu of tap destruction.
- R. If the above requirements are not fulfilled, the Company will continue the Private Fire Protection billing in accordance with Rate Tariff F. If Private Fire Protection bills are not paid, the company may do either or both of the following:
1. Transfer the unpaid balance to any other service account of the customer, and/or
  2. Attempt to notify the appropriate fire protection authority and the owner of the premises if either are known to the Company, and then proceed to terminate Private Fire Protection service by destroying the tap. In the case of a "split water service line" destruction of the tap will also terminate domestic service. The actual costs of Company's work, including excavation, will be billed to the customer. A new tap and service restoration will not be permitted until all bills, including any transferred bills are paid.

\* *Indicates new rate or text*

+ *Indicates change*

Date of Issue:

April 28, 2021

Effective Date:

May 28, 2021

Issued By:

Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

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**Rule 23 – Extension of Company Mains**

- A. This rule shall govern the extension of the Company’s water mains after the date hereof which are necessary to serve Customers within its service area. The Company’s water mains can be extended within the service territory of each of its operations within the State of Missouri either by the Company’s forces, Company’s contractor or by an Applicant’s contractor in accordance with Company’s standards and contractual requirements. For any design/installation option, the following terms and conditions shall apply:
1. When an Applicant makes a request for an extension of water main, the Company shall first determine the closest adequate and reliable source of water in its existing distribution system. The Company will then determine the sizes, types, route and location of mains, loops and other tie-ins if necessary, replacement and upsizing of existing mains if necessary to meet the Applicant’s requirements, and ancillary equipment needed to serve Applicant’s property. Design of the extension will be based on domestic flow requirements as stated by the Applicant and fire flow requirements as determined by the local fire authority and the direct impact of the additional domestic flow and fire flow requirements of the Applicant to the Company’s existing Customers. If there is no local fire authority or the local fire authority declines to impose a flow requirement, then the fire flow requirements will be determined by the Applicant and approved by the Company. At a minimum, the fire flow requirements determined by the Applicant will meet Insurance Services Office, Inc. (ISO) standards. The local fire authority will determine fire hydrant locations unless there is no local fire authority or the local fire authority declines to locate fire hydrants, in which case the Company will determine the fire hydrant locations.
  2. The Applicant and Company shall fund the cost of the proposed water main extension at a ratio of 75/25 (i.e., 75% Applicant funded and 25% Company funded) for all districts. \*
  3. Applicants requesting a main extension to serve a single premises in a recorded, residential single lot development can choose the aforementioned option in Provision A.2., above, or the option whereby the Company will be responsible for all of the costs, except easement acquisition, associated with extending the main up to one hundred feet (100’) (Free Extension). If the main extension required is greater than one hundred feet (100’) in length, all costs above the Free Extension shall be borne by the Applicant calculated on a per-foot basis. \*

\* Indicates new rate or text

+ Indicates change

Date of Issue: May 3, 2023 Effective Date: June 2, 2023

Issued By: Rich C. Svindland, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
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<p>4. The Applicant/Company funding ratio of 75/25 for all districts will only apply to the cost for the main extensions and may include, but is not limited to, all material and labor costs of piping, public fire hydrants (as applicable), valves, fittings, casing pipe, inspection fees, testing (including but not limited to: bacteriological, chlorination, de-chlorination, pressure and flushing), water used for flushing purposes, and all overheads charged to all materials, labor, services, etc. provided by the Company.</p> <p>5. The Applicant/Company funding ratio of 75/25 for all districts, shall not apply to restoration charges or easement acquisition costs. Applicant will be responsible for one hundred percent (100%) of the restoration charges and easement acquisition costs for the main extension, except the Company will be one hundred percent (100%) responsible for restoration charges related to the Free Extension.</p> <p>6. In those instances where the Company determines that the water service requirements, including supply for fire protection of the Applicant requires the reconstruction, replacement or reinforcement of the Company's existing water mains or other appurtenances (e.g. Pressure Reducing Valves, Booster Stations, Air Valves, water service lines, etc.), the Applicant will be responsible for such reconstruction, replacement or reinforcement including all the material, labor costs, engineering and engineering review, inspection fees, testing (including but not limited to: bacteriological, chlorination, de-chlorination, pressure and flushing), restoration costs, all abnormal layout or layout review costs incurred by the Company as well as all overheads charged to all materials, labor, services, etc. provided by the Company. The Applicant may also be responsible for all, or a portion, of the costs for any new booster stations, water storage tanks, and water plant upgrades that Company determines are necessary solely to provide service to the development for which the main extension is requested.</p> <p>7. The Applicant will also be required to pay all costs associated with the acquisition and preparation of any easements or permits necessary for the installation of the aforementioned facilities relating to the main extension.</p> <p>8. The Applicant or the Applicant's authorized agent shall contract with the Company for such extension in accordance with the Company's standards and contractual requirements.</p> <p><b>B. Installations by the Company or Company's Contractor:</b> If the Applicant or Applicant's authorized agent contracts with the Company to install the main extension, the following shall apply:</p> <p>1. At the Applicant's option, the Company will either lay out the required water main extension on plans furnished by the Applicant at the cost of the Applicant, or the plans and specifications for the main extension may be prepared by the Applicant's engineer and submitted for Company approval.</p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>
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Date of Issue: May 3, 2023                      Effective Date: June 2, 2023

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2. The Company shall provide the Applicant with an estimate in the form of a written proposal, which will describe payment alternatives and all other contractual preconditions to the installation, along with a copy of the water main layout.
3. The proposal will include the costs related to the facilities specified in Provision A.1. plus the Company's anticipated costs of materials, labor, labor related expenses (such as pension and welfare costs), supervision, engineering, inspection fees, insurance, tools, easements, permits, appropriate taxes, and other miscellaneous expenses (such as stores expenses, administrative salaries, overhead expenses, transportation expenses, water used for flushing purposes and construction equipment expenses and similar expenses). The Company may at its discretion charge up to five percent (5%) for contingencies. The cost contained in the proposal is based on the Company's estimate of the actual cost of the job.
4. If the Applicant has chosen the option provided in Provision A.2., above, the Applicant in any of the Company's districts shall provide payment of seventy-five percent (75%) of the estimated costs for any project. The Applicant shall pay to Company such estimated costs prior to the Company scheduling the work. If after completion of the main extension, the initial payment provided to the Company is above the Applicant's percent of the total actual cost of the project, as determined by the Company, the Company will refund the excess to the Applicant. If the initial payment provided by the Applicant to the Company is below the Applicant's percent of the total actual cost of the project, the Company will bill the shortfall to the Applicant. \*  
\*  
\*
5. For Applicants who have chosen the option of a one hundred foot (100') Free Extension:
  - a) If the Applicant has chosen the option of a one hundred foot (100') Free Extension, as provided for in Provision A.3. above, and the extension will be one hundred feet (100') or less in length, then the Company will perform the necessary construction to extend its main(s). \*
  - b) If the Applicant has chosen the option of a one hundred foot (100') Free Extension and the extension is greater than one hundred feet (100') in length, the Applicant shall provide payment of one hundred percent (100%) of the estimated costs in excess of the one hundred foot (100') Free Extension, if any, as provided by the Company prior to the Company scheduling the work. If after completion of the main extension, the initial payment provided to the Company is above the Applicant's share of the total actual cost of the project, the Company will refund the excess to the Applicant. If the initial payment provided by the Applicant to the Company is below the Applicant's share of the total actual cost of the project, the Company will bill the shortfall to the Applicant.

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- C. **Installations by Applicant’s Contractor (Developer Lay Option):** The Applicant, or the Applicant’s agent, may elect to use its own contractor to construct the main extension (also known as the Developer Lay option). Under this option, the Applicant’s contractor must be approved by the Company and the following terms and conditions shall apply:
1. At the Applicant’s option, either the Company will lay out the required water main extension on plans furnished by the Applicant, or the plans and specifications will be prepared by the Applicant’s engineer and submitted for Company approval.
  2. Upon request, the Company will provide written specifications and other related documents for the proposed extension and a Developer Lay Proposal for the installation by Applicant’s contractor, along with a copy of the water main layout.
  3. The Developer Lay Proposal costs will include the Company’s estimated costs of materials, labor, inspection fees, and other miscellaneous expenses such as stores expenses, administrative salaries, overhead expenses, transportation expenses, water used for flushing purposes and construction equipment expenses and similar expenses.
  4. The Applicant, or the Applicant’s agent, shall execute a Main Extension Contract with the Company on forms provided by the Company. Upon completion of the main extension, the Applicant, or the Applicant’s agent, shall agree to convey the completed main extension and necessary easements to the Company on the terms and conditions stated in the Main Extension Contract.
  5. Upon execution of the Main Extension Contract by the Applicant and the Company, the Applicant will pay to the Company the total estimated Developer Lay Proposal costs as determined in Provision C.3., above. Applicant will also provide all additional information as detailed in the Main Extension Contract.
  6. Upon completion of the Main Extension, and prior to acceptance of the extension by the Company, the Applicant will provide to the Company a final statement of Applicant’s costs to construct such extension. This final statement of costs will be added to the actual costs for Company to provide services as per the Developer Lay Proposal. Upon acceptance of the main extension, the Company will then issue payment to the Applicant of twenty five percent (25%) pursuant to provision A.2, above. The Company will adjust its payment based on the shortfall or excess of the difference between the actual Developer Lay costs and the Developer Lay Proposal payment made by the Applicant pursuant to Provision C.5., above. \*
  7. For Applicants who have chosen the option of a one hundred foot (100’) Free Extension:
    - a) If the Applicant has chosen the option of a one hundred foot (100’) Free Extension, pursuant to Provision A.3. above, and the extension will be one hundred feet (100’) or less in length, then \*

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Date of Issue: May 3, 2023 Effective Date: June 2, 2023

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Company will perform the necessary construction to extend its main(s).

- b) If the Applicant has chosen the option of a one hundred foot (100') Free Extension and the extension is greater than one hundred feet (100') in length, then prior to the Applicant scheduling the main extension, the Applicant shall advance payment equal to the Company's total estimated Developer Lay Proposal costs (Provision C.3. above). After completion of the main extension by the Applicant, Applicant must provide support to the Company of the total costs incurred by Applicant, exclusive of the advanced payment for the Developer Lay Proposal costs. Upon verification of the costs supplied by Applicant, Company will add those costs to the actual Developer Lay Proposal costs it incurred and divide the sum by the number of feet in the main extension project to determine a cost per linear foot. The cost per foot will be multiplied by 100 to arrive at the cost of the one hundred foot (100') Free Extension to be borne by the Company. The Company will add the amount of the one hundred foot (100') Free Extension to the advanced payment made by Applicant, in accordance with Provision C.3. above, and subtract the actual Developer Lay Proposal costs incurred by the Company to arrive at an amount to be paid to, or by, the Applicant.

As an example for Provision C.7.b), above:

Applicant pays to Company \$500 for estimated total Developer Lay Proposal costs  
Applicant pays their own contractor \$1,000  
Actual Developer Lay Proposal costs incurred by Company are \$200  
Total Main Extension in feet is 400 feet

Calculation:

	\$1,000.00	(Cost incurred by Applicant exclusive of advanced payment for Developer Lay Proposal)
Plus	<u>200.00</u>	(Actual Developer Lay Proposal Costs)
Equals	\$1,200.00	
Divide by	400	(Main Extension in Linear Feet)
Equals	\$3.00	per foot
Multiply by	100	
Equals	\$300.00	(Cost for first 100 linear feet that Company will absorb)
Add	\$500.00	(Amount Applicant advanced to the Company for estimated Developer Lay Proposal costs)
Subtract	<u>\$200.00</u>	(Actual Developer Lay Proposal Costs)
	\$600.00	Amount Company pays to Applicant

D. Miscellaneous Provisions

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Date of Issue: August 26, 2011      Effective Date: October 15, 2011

Issued By: Frank Kartmann, President  
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1. Main extensions made under this rule shall be and remain the property of the Company.
2. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. If the Company extends the main at its own cost, Applicant shall not be entitled to a Customer Frontage Refund if new Customers connect to that part of the main extension funded by the Company.
3. The size and type of material of the main extensions made under this rule shall be determined by the Company and sized to meet water service requirements, including supply for fire protection, of the Applicant. If the Company chooses to increase the size of the extension in order to meet the Company's overall system requirements beyond what is necessary to meet water service requirements, including supply for fire protection, of the Applicant, all additional costs caused by the larger size of pipe shall be borne by the Company.
4. No interest will be paid by the Company on payments made by the Applicant for the main extension.
5. All main extensions made under this rule must be installed in easements or right-of-way as determined by the Company.
6. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement, acceptable to the Company must be furnished to the Company without cost to the Company, as described in the Main Extension Contract.
7. Company main extensions shall be determined by the Company and installed to permit Company Service Lines and Customer Service Lines to be installed in accordance with the Company's installation requirements for water service lines.
8. In determining the length of main extensions, the main shall be extended to cover fully the frontage of the subdivision lot or property to be served, and if the last lot to be served is a corner lot or a lot immediately adjacent to a corner lot, the terminal point of the main extension made hereunder shall be located so that the water main installed hereunder ties in with the existing water main located in the intersecting street; and further provided that if there is no main located in the intersecting street, the terminal point of the main extension made hereunder shall be located at the nearest right-of-way line of the intersecting street. When the Company main extension is installed in an easement on private property or in public right-of-way, within the boundaries of a multi-lot subdivision, the end of each main extension shall be terminated near the farthest property line. The Company may shorten the length of the main extension that the Applicant would otherwise be required to make under this provision, if, in the Company's judgment, the main should not be extended further due to pressure, volume or water quality concerns or cannot physically be extended further.
9. In the event Company determines that the main should not be extended by the Applicant to the full extent otherwise required by these rules, the Company shall nevertheless require the Applicant to

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Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

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provide all necessary easements commensurate with the main extension as originally proposed by the Applicant.

10. Water main extensions must be installed in accordance with the Company's then current specifications and standards.
11. At the Company's discretion, the Company, the Company's contractor or an Applicant's contractor in accordance with Company's standards and contractual requirements, will make all connections to Company's water mains.
12. At the Company's discretion, any necessary reconstruction of existing mains or installation of mains larger than twelve inches (12") in diameter will be done by Company's forces, Company's contractor or by an Applicant's contractor in accordance with the Company's standards and contractual requirements.
13. The Company reserves the right to assess additional charges if the Company is required to create multiple layouts or to perform multiple reviews pursuant to an Applicant's request.

**E. Customer Frontage Charge Refunds**

1. If requested by the Applicant at the time of entering into the Main Extension Contract with the Company, the Applicant shall have the option of requesting a Customer Frontage Charge Refund. The Customer Frontage Charge Refund only applies to that portion of the main extension that is to be installed by or on behalf of an Applicant to reach a public, private, commercial, government or religious development or personal dwelling described in the Main Extension Contract. The Customer Frontage Charge Refund will be made to Applicant, or its assignee, subject to the following conditions:
  - a) A Customer Frontage Charge will be collected in advance from each new Customer, (in addition to the tap fee, connecting a new-metered service line) when the new Customer connects to the portion of the main extension covered by the Applicant's contract.
  - b) The Customer Frontage Charge is calculated at the rate of fifty percent (50%) of the actual per foot cost of the mains as paid by the Applicant, with appurtenances, times the front footage (front footage shall mean the property footage along the main) of the premises to be served.
  - c) No Customer Frontage Charge Refunds will be made for mains required to serve within new platted subdivisions for lots owned or controlled by the Applicant which the main extension is expressly intended to serve. Refunds may be made for lots located outside the new platted subdivision that can be served by the Applicant's main extension. Refunds for any lots may be made to Applicants who utilize the Free Extension serving recorded, residential single lot developments where the portion of the water main extension is above the Free Extension limits.
  - d) Customer Frontage Charge Refunds shall only be made for the first five (5) years after the Applicant's main extension is accepted into the Company's system. At the expiration of the five

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Date of Issue: September 6, 2013      Effective Date: October 6, 2013

Issued By: Frank Kartmann, President  
727 Craig Road, St. Louis, MO 63141

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<p>(5) year period, the refund account will be closed, and no further Customer Frontage Charge refunds will be made.</p> <p>e) The Customer Frontage Charge Refunds made by the Company shall, in no event, exceed the amount paid by the Applicant to the Company for the main extension (i.e., 75% for all projects and excluding any portion funded by the Company) regardless of whether the main extension was performed by the Company, or a contractor performed the main extension on behalf of the Applicant.</p> <p>F. This Section F is applicable only to Main Extensions in St. Louis County &amp; St. Charles County. Because Commission jurisdiction constitutes a legislative recognition that the public interest in proper regulation of public utilities transcends municipal or county lines, and that a centralized control must be entrusted to an agency whose continually developing expertise will assure uniformly safe, proper and adequate service by the Company, no regulations or ordinances of local governments shall be permitted to impose differing construction methods (excepting local permit requirements for excavation and restoration of public rights-of-way), material selections, water main sizes or licensing qualifications of the Company's employees or of those independent contractors employed to install, replace or maintain water mains owned or to be owned by the Company when such work is performed under the supervision of or inspection by Company agents or employees, unless such requirement is adopted and approved by the Commission upon complaint alleging that such requirement is necessary for safe and adequate service and requesting uniform application throughout Company's service area.</p>	<p>* * *</p>
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Date of Issue: May 3, 2023                      Effective Date: June 2, 2023

Issued By: Rich C. Svindland, President  
727 Craig Road, St. Louis, MO 63141

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**Economic Development Rider**

**Purpose**

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

**General Provisions**

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

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

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

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

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

1. The annual load factor of the new or additional facilities must reasonably be projected to equal or exceed fifty-five percent (55%) during the entire term of application of this Rider. The projected annual Customer load factor shall be determined using the following relationship: Projected Annual Water Consumption, Expressed as MGD Divided by maximum Summer Monthly Billing Demand, Expressed as MGD.

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+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President

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- 2. The average annual billing demand of the new or additional facilities must be projected to be at least five-tenths of a percent (0.5%) of the total district consumption during each contract year under this Rider.
- 3. The Customer's new or additional facilities must create new permanent jobs within the facilities qualifying for this Rider. The number of jobs created must be one tenth of a percent (0.1%) of the total population of the district's service territory, except that any location providing at least fifty (50) jobs qualifies under this paragraph.

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

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

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

**General Incentive Provisions**

Amount of Discount

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

Calculation

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

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Date of Issue: August 26, 2011                      Effective Date: October 15, 2011

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The same review shall be made at the end of each succeeding year during the five (5) year period and the applicable discount amount applied as a credit for that year if the criteria were met. If the Customer fails to meet the criteria for a particular year, the Customer will not receive the applicable discount for that year, but the contract shall remain in effect and the Customer shall remain eligible for the discounts that would be applicable during the remainder of the five (5) year period. If the Customer fails to meet the criteria in both the first and the second year, or in any two (2) successive years during the five (5) year period, service to the Customer under this Rider shall terminate and the contract for service under the Rider shall be void.

Application of the Discount

Since the discount is to be calculated at the end of the year after determination that all criteria have been met, the Customer will have been billed for the otherwise applicable rate schedule and been charged for the appropriate taxes (e.g., sales and other gross receipts or franchise taxes). To afford the Customer the full benefit of the discount (e.g., thirty percent (30%) for the first year) to the amount the Customer paid for water service pursuant to the otherwise applicable rate schedule for the previous twelve (12) billing periods, not including taxes, the discount will be given to the Customer by that amount being applied as a credit on the next bill, prior to the calculation of taxes. No discount will be applied to items on the bill that are otherwise required to be charged to a Customer by statute or rule of the Commission (e.g., the Missouri Primacy Fee).

Revenue Determination

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

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

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

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**Alternative Incentive Provisions (Applicable only in City of St. Joseph, MO and Vicinity)**

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

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

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

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

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

Continued Eligibility for Contract Rate

At the conclusion of each contract year (a period encompassing twelve (12) full monthly billing periods after the Customer begins taking service under the contract), the Company shall calculate the Customer's annual load factor and average monthly billing demand to determine whether the Customer has demonstrated at least a fifty-five percent (55%) annual load factor and at least an annual consumption level of five-tenths of a percent (0.5%) of total consumption for the district. If the Customer fails to meet these criteria in both the first and the second year, or in any two (2) successive years during the term of the contract, the rate provided for the Special Service Contract shall no longer be available to the Customer and the applicability of this Rider to the Customer shall be considered a nullity. During the period in which an eligible Customer performs initial construction on production/commercial facilities in

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order to begin operations, the Continued Eligibility Provisions as hereinabove stated shall not apply until such time as a Customer actually begins production/operation in the new facility. The Customer is required to inform the Company as to the date when actual production/operation in the new facility begins.

Contract Provisions

Review of the Contract Rate: If the Special Service Contract is for a period of ten (10) or more years, the contract shall contain a provision acknowledging that: (1) the Commission's Staff and the Office of the Public Counsel have the right to request a Commission review of the continued appropriateness of the alternative rate set forth in the contract after the initial five (5) years of the contract, with the purpose of such review being to determine whether the alternative rate continues to be in the best interest of all Customers in the Company's service territory; (2) the Commission, acting on its own volition, may also open an inquiry in this regard; (3) if, upon such review(s), the Commission finds that the contract, as implemented, no longer serves the public interest, it may allow the Company to continue providing service under the contract after adjusting rate conditions to restore the interests of the Company's other Customers in the service territory, or it may direct the Company to terminate the contract; and (4) the results of any review(s) conducted under these provisions shall be implemented in a general rate proceeding.

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

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

As an alternative to the above-referenced capital improvement charges, the Customer may elect to reimburse the Company for the amount of any additional capital costs incurred by the Company to initiate

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+ *Indicates change*

Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing the Rendering of  
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or continue service to the Customer through the payment of a contribution-in-aid-of-construction equal to the additional capital costs.

Contract Approval

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

1. A complete copy of the contract along with all attachments and related agreements.
2. Customer Needs: A narrative description of the reasons why the General Incentive Provisions of this Rider are not sufficient for the Special Service Contract Customer. This description shall include the competitive alternatives available to the Customer. In addition, this description shall include the consequences if the Special Service Contract is not approved. All information that the Company relies upon in support of the contract, including an affidavit from the Customer attesting that the General Incentive Provisions are not sufficient, shall be included. All significant assumptions that affect this description, and the source/basis of those assumptions, shall be identified.
3. Customer Alternatives: An estimate of the cost to the Special Service Contract Customer for each competitive alternative available to the Customer. This estimate shall be for the time frame of the Special Service Contract, or by each year for multi-year contracts. All information that the Company relies upon to establish that the alternative contract rate is necessary, including an affidavit from the Customer attesting that the Customer has a bona fide competitive rate alternative to demonstrate that it is eligible for the alternative contract rate under these Alternative Rate Provisions, shall be included. All significant assumptions that affect the required statement or quantifications, and the source/basis of those assumptions shall be identified.
4. Potential Benefits and Detriments to Other Ratepayers: A quantification as to the benefits that will accrue to other ratepayers and the State of Missouri as a result of the Special Service Contract. Such quantification shall include a statement setting forth the "level of contribution toward all other costs associated with the provision of service" the Customer will be required to pay under the contract, along with an analysis and all information demonstrating the reasonableness of that contribution level. The filing shall also include a statement setting forth the reasons relied upon to establish that the contract will not be detrimental to the interests of the State of Missouri or its other Customers in the service territory. All significant assumptions that affect the required statements or quantifications, and the source/basis of those assumptions, shall be identified.
5. Variable and Assignable Costs: The Company shall quantify the variable production cost of water that it will incur as a result of the Special Service Contract. The Company shall also identify and

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quantify the embedded and replacement value of all facilities that are attributable to serving the Customer. This quantification shall be for the time frame of the contract, or by each year for multi-year contracts. All significant assumptions that affect the required quantifications, and the source/basis of those assumptions, shall be identified.

6. Change in Revenues: The Company shall quantify the change in annual revenues resulting from the Special Service Contract as the difference between the revenues that would be recovered from the general availability tariff and the revenues that would be recovered from the pricing provisions in the contract. All significant assumptions that affect this quantification, and the source/basis of those assumptions, shall be identified.
7. Other Economic Benefits to the Area: A Quantification as to the economic benefits to the state, the affected metropolitan area(s) and/or the affected local area(s) projected to be realized as a result of the Special Service Contract. All significant assumptions that affect this quantification, and the source/basis of those assumptions, shall be identified.
8. Documentation: The Company shall provide references to each internal policy, procedure and practice that it has developed and used in its negotiation of the Special Service Contract, and shall make available copies of said policies, procedures and practices.

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Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

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**Rules and Regulations Governing the Rendering of  
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**Form of Contract for General Incentive Provisions**

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

Witnesseth:

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

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

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

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

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

1. Service to the Customer's Facilities shall be pursuant to the Rider, all other applicable tariffs, and the Company's General Rules and Regulations Apply to Water Service, as may be in effect from time to time and approved by the Commission.
2. Customer acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law, so long as the successor continues to meet the criteria of the Rider.
3. Customer will furnish additional information as requested by the Company to assure the continued eligibility for service under the Rider.
4. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, Revised Statutes of Missouri, 2000, as amended from time to time. Should the Customer designate any of such information proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.

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Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

Frank Kartmann, President  
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5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of law provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any right jurisdiction, power or authority vested in it by law.

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

Missouri American Water

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

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Date of Issue:

August 26, 2011

Effective Date:

October 15, 2011

Issued By:

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**Taxable Advances or Contributions in Aid of Construction**

Any Federal, State or Local income tax incurred by the Company due to the receipt of taxable Advances or Contributions in Aid of Construction, as defined by the Internal Revenue Service, the State of Missouri, or other taxing authority, and not otherwise paid by a third party, will be paid by the Company. Such income taxes shall be segregated in a deferred account for inclusion in rate base in the Company's next general rate proceeding.

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+ *Indicates change*

Date of Issue:

August 21, 2018

Effective Date:

December 7, 2018

Issued By:

Cheryl Norton, President

727 Craig Road, St. Louis, MO 63141



Missouri-American Water Company  
Name of Issuing Corporation

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**Rules and Regulations Governing the Rendering of  
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**The Critical Needs Program**

The Critical Needs Program (the "Program") is a pilot program designed to promote and finance a community-based information resource network that will identify and direct customers with critical medical needs to resources that will help customers receive utility bill payment assistance.

**Purpose:** The Program will provide outreach and training to community stakeholders that will allow them to identify individuals that are in critical medical need for assistance and refer such individuals to available assistance resources.

**Availability:** This program is available to all residential customers who for medical and/or income related circumstances need utility bill payment assistance.

**Definitions:** Critical medical need - A situation where loss of water service may aggravate an existing serious illness or may prevent the use of life-support equipment. The designation of a customer or member of the household as having a critical medical need must be verified by a certified medical professional and such verification must be submitted to Company to be eligible for this program.

**Funding:** A total of \$250,000 shall be allocated to the implementation of the Critical Needs Program. Any unspent funding allocated for the Critical Needs Program in a given program year shall be applied to bill and arrearage assistance programs. Funding between St. Louis County, St. Joseph and Joplin shall be as follows:

St. Louis County - \$200,000  
St. Joseph - \$25,000  
Joplin - \$25,000

**Benefits:** Residential customers that have a critical medical need or have a member of their household that has a critical medical need will not be eligible for disconnection for thirty (30) days. Eligible residential customers will also be enrolled in the Company's Budget Billing program or Payment Plan program, if eligible, as deemed appropriate by the Company. Residential customers identified as having a critical medical need, or any member of such customers' household, may be eligible for extension to secure payment for utility service or make alternate payment arrangements.

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Date of Issue:

December 20, 2023

Effective Date:

January 19, 2024

Issued By:

Rich C. Svindland, President  
727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

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Community, Town or City

**Rules and Regulations Governing the Rendering of  
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**Rule 1 – Definitions**

- A. "ALTERNATIVE COLLECTION SYSTEM" is any wastewater collection system other than conventional eight (8) inch diameter or larger gravity piping with manholes located at changes in direction, pipe size, and grade. Examples of alternative collection systems include but are not limited to those utilizing septic tanks used for partial treatment and solids retention, pressurized collecting sewers utilizing pump units, and vacuum sewers.
- B. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities if required; two or more such entities may make one application for a sewer extension, and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- C. An "APPLICATION FOR EXTENSION" is a written request by a potential customer and/or a Developer requesting extension of collecting sewers under the terms of Rule 12.
- D. An "APPLICATION FOR SERVICE," or "Application" is a written request by a potential Customer requesting sewer service, or by a developer requesting a collecting sewer extension and/or service sewer connections to homes or buildings that will be offered for sale. The application form will be prepared by and available from the Company.
- E. "APPURTENANCES" are valves, pumps, fittings, pipes, hoses, plumbing or metering devices connected to sewers, basins, tanks, storage vessels, treatment units and discharge or delivery structures, or used for transferring products of wastes.
- F. "AUTHORIZED REPRESENTATIVE" any designated and duly authorized person or persons appointed by the Company to perform the assigned functions.
- G. "BASE WATER USAGE" shall be the Customer's water consumption corresponding to the Company's billing periods for the months of January, February and March.

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+ Indicates change

Date of Issue:

April 5, 2017

Effective Date:

May 5, 2017

Issued By:

Cheryl Norton, President

727 Craig Road, St. Louis, MO 63141

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- H. The "BILLING PERIOD" shall be defined as a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer ~~nor more than one hundred (100) days for a quarterly billed customer~~, except for initial, corrected or final bills.
- I. "B.O.D." denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- J. "CERTIFICATED AREA" is the service area approved by the Missouri Public Service Commission as a defined area that will be serviced by the Company in accordance with these Rules and Regulations.
- K. "CIAC" is a Contribution-in-aid-of Construction, when either plant assets or cash or both are contributed to the Company by applicants for service or by developers.
- L. "C.O.D" denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.
- M. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, trunk sewers, manholes, lampholes, and necessary appurtenances, including service tees and wyes, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connected to the pipeline, and is sometimes referred to generically as a COLLECTING SEWER. In some contexts, the Collecting Sewer is referred to as a "Sewer Main."
- N. "COMMERCIAL CUSTOMER" shall designate:
  - (1) A retail or service business utilizing any building, portion of a building, rental unit, or combination of buildings in the same compound which does not manufacture any item or items on the premises.
  - (2) A hotel, motel, tourist court, or recreational vehicle park which rents or leases rooms or spaces on a short-term basis to tenants that are not permanent residential occupants.

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April 5, 2017

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May 5, 2017

Issued By:

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- O. The "COMPANY" is Missouri-American Water Company, acting through its officers, managers, or other duly authorized employees or agents.
- P. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- Q. The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates, or may be the date of commencement of construction of the building upon the property.
- R. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- S. "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or turn-off of water service by the water utility at the request of the Company. (see Rule 7)
- T. "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 6 - Improper or Excessive Use.
- U. A sewer system "EXTENSION" may refer to continuation of piping, expansion of or an addition to the existing Company owned system, including manholes, cleanouts, appurtenances, lift stations, reconstruction of existing sewers including treatment facility, or the construction of an entirely new wastewater collection system and/or an entirely new wastewater treatment facility.
- V. A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.

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+ Indicates change

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April 5, 2017

Effective Date:

May 5, 2017

Issued By:

Cheryl Norton, President

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- W. An "INDUSTRIAL CUSTOMER" is a customer that discharges pollutants into a Company owned collecting sewer from any nondomestic source, utilizing any building portion of a building, or combination of buildings in the same compound, and whose primary discharge is from the manufacture, fabrication, and/or assembly of any product utilizing water for any related process with wastewater discharge.
- X. "INDUSTRIAL WASTE" is any organic or inorganic waste as a by-product of process water which cannot be treated effectively and safely in the biologic processes normally employed in the treatment of domestic sewage. The receiving and treatment of such wastes will be at the discretion of the Company by the terms of these rules and regulations.
- Y. "INSPECTOR" is an officer, manager, employee or agent of the Company designated by the Company to conduct inspections of Customer sewer and plumbing components.
- Z. A "MOBILE HOME" shall be defined as a dwelling unit normally mounted on a trailer for the purpose of transporting.
- AA. A "MOBILE HOME PARK" is an area comprised of two or more spaces for the semi-permanent setup of mobile homes.
- BB. A "MULTI-FAMILY DWELLING UNIT" is a unit within one or more structures which stand alone, enclosed with exterior walls, are segregated from adjoining structures by internal walls, and are designed for permanent occupancy as two or more single-family residences.
- CC. "NON-DOMESTIC SEWAGE" is all sewage other than domestic sewage including, but not limited to, commercial or industrial wastes (See Rule 6 pertaining to Improper or Excessive Use.)
- DD. The term "POLLUTANT" is dredged spoil; solid waste; incinerator residue; filter backwash; sewage; garbage; sewage sludge; munitions; chemical wastes; biological materials; radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended [42 U.S.C. section 2011 et seq.]); heat; wrecked or discarded equipment; rock; sand; cellar dirt; and industrial, municipal, and agricultural waste discharged into water.

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- EE. "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7 being neutral, below 7 acid, and above 7 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- FF. A "PUMP UNIT" is a self-contained facility consisting generally of a tank and an electric pump and may include liquid level controls, an alarm, and check valves; the Pump Unit may either separate solid from liquid waste retaining the solid waste in the tank and pumping the liquid waste under pressure to collecting sewer pipelines (septic tank effluent pump or STEP), or may pump waste water including solids to a collecting sewer or pressure collecting sewer (grinder pump). The device also contains level controls for interim storage of liquid waste and intermittent pump operation as a function of liquid level with appropriate malfunction alarms, pressure controls and check valves to ensure cooperative operations with similar units. Ownership and maintenance responsibility of pump units varies among the Company's service areas.
- GG. "REPLACEABLE PARTS" shall consist of the motors, pumps, grinders, liquid level controls, heaters, pressure release valves, gate valves, check valves, vacuum/air relief valves, alarm systems, electrical protective and switching equipment that may be included as part of the Customer's service sewer. These components are normally associated with pump units or other devices used along with an alternative collection system.
- HH. "RESIDENTIAL SERVICE" is utility service provided to a person(s) occupying a living unit including within a commercial building consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation.
- II. A "RETURNED DEPOSIT" is an item that is returned to the Company from any bank unpaid for any reason.
- JJ. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.

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- KK. "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may request the Company turn off water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during periods of seasonal absence or turn-off. (see Rule 8C. Termination of Service)
- LL. "SERVICE CONNECTION" is the connection of a service sewer to the Company collecting sewer either at the bell of wye branch or the bell of a saddle placed on the barrel of the collecting sewer; or at the connection to a Company owned pump unit.
- MM. A "SERVICE SEWER" or "CUSTOMER'S SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the service connection. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer, with the exception of pressurized portions of service sewers in certain service areas, as provided for within these rules and regulations.
- NN. "SEWAGE" shall mean herein a combination of water carried waste from residences, business building, institutions, and industrial establishments, together with such ground, surface and storm water as may be present.
- OO. A "SEWER SYSTEM" shall refer to the collecting sewer piping, wyes, manholes, cleanouts, lampholes, lift stations, pumps, treatment facilities, components and appurtenances either in part or whole, used for the purpose of collecting, transporting, and/or treating sewage.
- PP. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes re-subdivision thereof.

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April 5, 2017

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May 5, 2017

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- QQ. "SUSPENDED SOLIDS" is the concentration of insoluble materials suspended or dispersed waste expressed in milligrams per liter on a dry weight basis as determined by standard procedures.
- RR. The Company's "TECHNICAL SPECIFICATIONS" shall consist of the minimum acceptable construction standards for the material and installation practices associated with the installation of sewer piping and appurtenances and will be available at the Company's office.
- SS. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any unit whether multi-tenant/multi-family or single occupancy, residential or commercial, owned or leased. Each mobile home in a mobile home park, and each rental unit of a multi-tenant/multi-family rental property are considered as separate Units for each single family or firm occupying same as a residence or place of business.
- TT. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.
- UU. A "WASTEWATER TREATMENT FACILITY" a facility used for the treatment and disposal of sewage waste waters where this process includes either mechanical means for mixing, aerating and otherwise reducing wastes; or earthen cells wherein the processes of nature, with or without mechanical support, reduce wastewater to meet regulatory requirements for ultimate discharge.
- VV. A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline, and to which the Customer's service sewer is connected. A wye connection is the responsibility of the Company.

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Date of Issue:

April 5, 2017

Effective Date:

May 5, 2017

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**Rule 2 – General Matters**

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

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+ Indicates change

Date of Issue: April 5, 2017

Effective Date: May 5, 2017

Issued By: Cheryl Norton, President  
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**Rule 3 – Limited Authority of Company Employees**

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

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Date of Issue:

April 5, 2017

Effective Date:

May 5, 2017

Issued By:

Cheryl Norton, President

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**Rule 4 – Application for Sewer Service**

- A. A written application for service, signed by the Customer, and accompanied by the appropriate fees as provided in the Schedule of Rates, the Schedule of Service Charges, Rule 12 - Extension of Collecting Sewers, and other information required by these Rules, must be received from each Customer. Said application must be filed in writing three (3) business days in advance stating the street, house number, name of the applicant, name of the property owner, and the time, at which connection is to be made.
- B. The Company shall have the right to refuse service for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for sewer service at any location within the Company's service area.
- C. In any case where a collecting sewer extension or unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for service specifying a reasonable period of time for the Company to provide the service.
- D. If the Customer is a tenant, the Company shall notify the owner of the property or owner's property manager or other agent, if known to the Company, that such owner or property manager may be responsible for payment of the sewer service bill associated with the application.
- E. A prospective Commercial or Industrial Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available. If a sewer extension as provided for in Rule 12 - Extension of Collecting Sewers will be necessary, or if the Customer will be required to own, operate, and maintain a pretreatment facility, the Customer will also be so advised.
- F. When sewer charges are based on water usage, the Company reserves the right to deny sewer service to any applicant unless said applicant agrees to install a water meter accessible by the Company, so that there will be a basis for sewer charges. The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.

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- G. New service connections shall be authorized when the service inspection fee is paid to the Company based on the charges listed within these Rules and Regulations and all conditions of these Rules and Regulations pertaining to the service connection are met.
- H. The Company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 12 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other future purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.
- I. For any commercial or industrial Customers whose sewer service charge is determined on the basis of water use, who uses in excess of 7,000 gallons of water per month, and can show to the satisfaction of the Company that a portion of the water as measured by the water meter or meters does not and cannot enter the sanitary sewerage system, the Company may determine in such manner and by such method as it may deem practicable the percentage of metered water entering the sanitary sewerage system. Such percentage, when so determined, shall then constitute the basis of sewerage service charges, provided, however, that the Company in its discretion may require or permit the installation of additional meters at the expense of the Customer or other interested party in such a manner as to determine the quantity of water actually entering the sewerage system, in which case the quantity of water actually entering the sanitary sewage system shall be used to determine the sewer charge.
- J. The Company may require the Customer to periodically verify the accuracy of any Customer supplied water meter used in determining the Customer's discharge to the sewer system.
- K. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.

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**Rule 5 – Inside Piping and Customer Service Sewer**

- A. The Customer will provide the service sewer at own expense and risk. As a condition of service, inside requirements of all governmental units having jurisdiction and the Company's Rules and Regulations must be met at the time of connection to the system. The Company may deny service or may discontinue service where footing drains, downspouts, sump pumps, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.
- B. The Customer is obligated to construct, repair, and maintain the Service Sewer from the Service Connection to the building, with exceptions applicable in certain service areas as provided for in these rules and regulations, and make the connection to the Collecting Sewer or Company-owned pump unit, as applicable, with the approval of the Company. The Customer shall notify the Company prior to cleaning or repairing the service sewer.
- C. When a service sewer is to be connected to the collecting sewer or Company-owned pump unit, the plumber shall advise the Company forty-eight (48) hours in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. All excavations required for the installation of a Customer's service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved the Company. No backfill shall be placed until the work has been inspected by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, these Rules, and all applicable local plumbing codes. In the event the Customer or the Customer's agent shall damage a tee branch, wye branch or saddle, or cause damage to the collecting sewer or pump unit, then the Customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary.
- D. Plumbing specifications of all governmental agencies having jurisdiction, and these Rules and Regulations, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.

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- E. A separate and independent service sewer shall generally be required for every building. Exceptions are:
  - 1. When one unit stands at the rear of another unit on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front unit may be extended to the rear unit and it will be considered as one service sewer.
  - 2. When two or more units are a part of a complex that cannot be subdivided.
- F. The gravity service sewer shall be constructed using ductile iron pipe, polyvinyl chloride pipe (PVC), SDR 35 ASTM D-3034 specification or equal; or other suitable material approved by the Company and must meet local plumbing code if applicable. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe equal to or greater than the design pressure of the water main. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate. Construction of any Customer service sewer that includes a creek crossing must be approved by the Company, and could be required to be ductile iron pipe or welded steel pipe with concrete encasement in the creek banks and with manholes on each side of the creek.
- G. The size and slope of the gravity service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch gravity sewer pipe shall not be less than one-eighth (1/8) inch per foot.
- H. Whenever possible, the service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall except where the service sewer enters the building area. The depth shall be sufficient to afford protection from frost. The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.

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- I. In all buildings in which any building drain is too low to permit adequate gravity flow to the collecting sewer or Company-owned pump unit, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used. Pumps and pressure piping as discussed in Rule 11 may be required. For this situation, regardless of other rules regarding pump units, the cost for the installation of such equipment and the subsequent maintenance, operation and replacement shall be the responsibility of the Customer.
- J. Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.
- K. The connection of the service sewer to the collecting sewer shall be made at the tee branch or wye branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve inch (12") diameter or less and there is no properly located tee branch or wye branch at a suitable location, such a branch shall be furnished and installed by the Customer at a location specified by the Company and by an installation method approved by the Company. If the collecting sewer is greater than twelve inches (12") in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle shall be furnished installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The wye branch, tee branch, or saddle shall become a part of the Company's Collecting Sewer and owned by the Company after installation.
- L. A sewer disconnection device, i.e. Elder Valve, stop cock, gate valve, or other device approved by the Company, may be required, at the discretion of the Company, to be installed by the Customer on all new Customer service sewers, or on an existing Customer service sewer if a replacement or repair near the property line is necessary. A disconnection device shall be installed by the Company on the Customer service sewer, if no such valve exists and if the Customer's sewer service must be discontinued by physical disconnection or turnoff for any reason.

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- M. The Customer is obligated to construct, repair, and maintain the service sewer from the service connection to the building of the Customer, or from a Company-owned pump unit in some service areas as provided for by these rules and regulations. Such construction and maintenance by the Customer shall be subject to the approval of an authorized inspector of the Company and shall be in accordance with these Rules and Regulations, as well as construction information of the Company in force at that time.
- N. The Company will locate the point to which the service sewer connection will be made at the collecting sewer. All connections are subject to inspection and approval by the Company. An application/permit for new connection must be filed in writing forty-eight (48) hours in advance stating the location, name of the applicant, name of the property owner, and the time at which connection is to be made. The Company will not be required to supply sewer service until each connection has been inspected and approved by it.
- O. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.
- P. Company personnel may not work on piping or facilities not owned by the Company, unless installing a shut off valve at the Customer's expense which will be part of the service sewer, or if authorized by the Customer. Except, the Company will work on Customer-owned Pump Units as provided for within these Rules and Regulations.
- Q. The Company shall have the right to enter the Customer's premises or property, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- R. Customer Service Sewers may not be extended along public streets or roadways or through property of others in connecting with the Company's collecting sewers. The service sewer may, however, extend through the collecting sewer easement and roadway easement as necessary in order to be connected to a collecting sewer located across and adjacent to a street in front of the Customer's living unit. The service sewer must be laid in a straight line and at right angles to the collecting sewer and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.

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**Rule 6 – Improper Waste or Excessive Use**

- A. In the event that the Customer to be served proposes to discharge, or actually consistently discharges, an abnormally high volume waste or waste exceeding the maximum limits described in Rule 6F.1-9 below, the Company may require:
  - 1. The Customer to install a pretreatment facility, grease trap or other device on the premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company.
  - 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge, that could require an enlargement of the Company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, in a form approved by the Missouri Public Service Commission with a rate applicable to the Customer to be included within this Schedule of Rates, Rules, and Regulations, that is fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
- B. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers.
- C. The Customer shall not tamper with, by-pass, remove, or willfully damage a water meter that is used for calculation of sewer bills, or allow any such action.
- D. The Customer shall not attempt to discharge sewage either by an unauthorized service connection or direct unauthorized connection to a service sewer.
- E. Customers will not be permitted to allow discharge in any way from premises other than the service address, nor to permit the use of their drains or connections to the service sewer for waste discharge by others, without permission from the Company.

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- F. No Customer shall discharge wastewater which contains pollutants of such a character that would cause the treatment facility to violate its National Pollutant Discharge Elimination System ("NPDES") permit. Except as may be provided in paragraph A.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:
1. Maximum temperature of 150 degrees Fahrenheit.
  2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.), three-hundred (300) parts per million by weight of suspended solids, or six-hundred (600) parts per million Chemical Oxygen Demand (C.O.D.).
  3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
  4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
  5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
  6. No garbage that has not been properly shredded.
  7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.
  8. No waste-water having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.
  9. No waste-water containing heavy metals or other toxic material in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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- G. When required by the Company, the Customer service sewer carrying industrial wastes shall include a suitable control manhole in the Customer service sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the Company. The manhole shall be installed by the Customer at their expense, and shall be maintained by them so as to be safe and accessible at all times.
  
- H. All measurements, tests and analysis of the characteristics of wastes and waters to which reference is made in Rule 5, shall be determined in accordance with "Standard Methods of Analysis of Water, Sewage and Industrial Wastes" as published by the American Public Health Association and shall be determined at the control manhole provided for in Rule 5, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Company's collecting sewer to the point at which the service sewer is connected.

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**Rule 7 – Discontinuance of Service**

- A. The Company may discontinue service for any of the following reasons:
1. Non-payment of a delinquent account not in dispute; or
  2. Resale of sewer service; or
  3. Failure to post a security deposit or guarantee acceptable to the utility; or
  4. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
  5. Misrepresentation of identity in obtaining utility service; or
  6. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
  7. Failure to comply with the terms and conditions of a settlement agreement; or
  8. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
  9. To Protect the Company against fraud or abuse; or
  10. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's sewer system.
- B. Discontinuance of service to a premises for violation of these Rules and Regulations shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of any and all monies due from the Customer.

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- C. If the Company discontinues its service for any violation of these Rules and Regulations, then any and all monies due the Company shall become immediately due and payable.
- D. Discontinuance of service may be accomplished by, but not limited to, physical disconnection or turn-off of the Customer's service sewer from the Company's collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished by physical disconnection or turn-off, or discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:
  - 1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
  - 2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.
- E. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.
- F. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.
- G. None of the following shall constitute sufficient cause for the Company to discontinue service:
  - 1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or

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

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- H. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested, and with a copy to the property owner if different than the Customer and if known by the Company. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not Customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become Customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Missouri Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service.
- I. A discontinuance notice provided to a Customer shall include:
1. The name and address of the Customer, the service address if different than the Customer's address; and
  2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
  3. How the Customer may avoid the discontinuance; and
  4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
  5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the Customer may make an inquiry.

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- J. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).
- K. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.
- L. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- M. The provisions of paragraphs J. and L., above, may be waived if safety of Company personnel while at the premises is a consideration.
- N. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- O. Applicable turn-off and turn-on charges are specified in the Schedule of Service Charges.

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**Rule 8 – Termination of Service**

- A. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by turnoff of water service to that unit. The method used for termination of service shall be determined by the Company. A Customer who is or has been taking sewer service at one or more units connected to the collecting sewer shall be held liable for payment of any applicable charges for service to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- B. A Customer may request temporary turn-off of water service or sewer service by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off. The method of temporary turnoff shall be approved by the Company, e.g. water turnoff, physical disconnecting, etc.
- C. A Customer who requests termination of sewer service, but returns to the premises and requests sewer service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal Customer, and applicable charges incurred during the period of absence may apply.

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April 5, 2017

Effective Date:

May 5, 2017

Issued By:

Cheryl Norton, President

727 Craig Road, St. Louis, MO 63141

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules & Regulations Governing Rendering of  
Sewer Service**

**Rule 9 – Interruption in Service**

- A. The Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system.
- B. The Company will periodically conduct testing of the sewer system which may include but not be limited to, smoke testing or dye testing, to identify possible sources of extraneous inflow to the collecting sewers. Reasonable effort will be taken by the Company to provide prior notification to effected Customers of this testing procedure.
- C. Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is practicable to do so. Every effort will be made to minimize limitation of service. No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.
- D. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage and waste discharged in a reasonable and non-discriminatory manner.

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**Rule 10 – Bills for Service**

- A. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- B. The landlord or property lessor shall be considered the Customer receiving sewer service for all rented or leased multi-family dwelling units, or units of commercial properties, that do not have an individual service sewer for each unit. The sewer service billing for each unit within the multi-family dwelling will be sent to the landlord or lessor who is then responsible for payment.
- C. All notices of delinquent bills, or discontinuance of service, or disconnection shall also be sent to the owner of the property.
- D. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods. The Company shall offer the customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill. When there is evidence of tampering or diversion found, the Company will calculate the billing adjustment for the entire period during which the condition existed.
- E. For Customers whose sewer bills are based on water usage, and where it is not feasible to obtain regular meter readings or when conditions beyond the control of the Company, such as weather conditions, emergencies, work stoppages, and the inability to gain access to the meter prevent obtaining an actual meter reading, an estimated reading will be used to compute an estimated bill for Customer's sewer service.
- F. Estimated bills shall not be rendered as a Customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual reading.
- G. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.

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- H. Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- I. Payments shall be made at a convenient location designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- J. Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the Customer at such separate locations. Bills may be combined for such locations at the request of the Customer.
- K. The Company shall have the right to render bills monthly in advance, or on a monthly basis in arrears when the sewer charges are based on water usage or sewer billing is combined with water billing. Bills shall have the due date indicated on the bill. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of 21 days after rendition of the bill. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 7. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.
- L. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used.
- M. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum.

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- N. Unless sewer charges are billed in advance, the Company may require a security deposit or other guarantee as a condition of new service, continued service, or re-establishing service if the Customer:
1. Has a past-due bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service; or,
  2. Has, in an unauthorized manner, within the last five (5) years prior to applying for service, interfered with or diverted the service of a utility in the provision of the same type of service; or,
  3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
    - a. Owns or is purchasing a home; or,
    - b. Is and has been regularly employed full time for at least one (1) year; or,
    - c. Has an adequate and regular source of income; or
    - d. Can provide credit references from a commercial credit source.
  4. The sewer service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
  5. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods. Prior to requiring a Customer to post a deposit under this subsection, the utility shall send the Customer a written notice explaining the utility's right to require a deposit or guarantee, or include such explanation with each written discontinuance notice.

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- O. The amount of a security deposit shall not exceed two (2) times the highest bill or four (4) times the average bill, whichever is stated in the utility's tariff for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12)-month period at the service location or, in the case of a new customer, who is assessed a deposit, one-sixth (1/6) of the estimated annual bill for monthly billed customers ~~or one-third (1/3) of the estimated annual bill for quarterly billed customers~~ for utility charges at the requested service location.
- P. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the Wall Street Journal for the last business day of the preceding calendar year, plus one percentage point. Interest may be credited to the Customer's account.
- Q. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- R. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- S. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and regulations regarding Utility Billing Practices, 4 CSR 240-13.

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**Rule 11 – Special Contract for Excess Capacity**

- A. In the event that the Customer to be served proposes to discharge into the Company’s system an abnormally high volume waste or waste exceeding the maximum limits described in Rule 6F.1-9 above as to require an enlargement of Company’s existing sewage treatment plant, or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, service shall be provided by the terms of a special contract approved by the Missouri Public Service Commission, pursuant to which the cost of such improvements will be financed in such a manner as to be fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
  
- B. In the event the Customer’s waste discharge to the Company’s collecting sewer is of higher organic strength than 400 mg/l BOD, a surcharge may be applied by the terms of a special approved by the Missouri Public Service Commission. This surcharge will be determined on a case by case basis and will be directly equivalent to the cost of treating the excessive strength waste. Such strength will be determined by analysis of a 24 hour composite sampling of the Customer’s waste on a quarterly basis.

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**Rule 12 – Extension of Collecting Sewers**

- A. Collecting sewers will be extended within the Company's certificated service area, at the Applicant's cost, if service is requested by the Applicant at a location where facilities do not exist (the "Applicant" is sometimes referred to in this rule as the "Original Applicant"). Construction or expansion of lift stations and treatment facilities, and enlargement of existing collecting sewers, could be included as a part of an extension of collecting sewers in some situations. The Applicant shall enter into a contract with the Company.
- B. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company. If the Company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the Applicant, the additional cost due to larger size shall be borne by the Company.
- C. The Applicant will connect said extension at the Company's direction, to its existing collecting sewers under the following terms and conditions:
  - 1. Applicant shall enter into a contract with the Company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company the estimated reasonable cost of the Company's full time inspection.
  - 2. The Company, or its representative, shall have the right to inspect the extension during installation and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership. Before final job reconciliation and final acceptance, the Company will require 30 days after installation, sewer extensions will be both mandrel and air tested before acceptance.

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3. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.
  4. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).
- D. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:
1. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.
  2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
  3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in D (1) above or D (2) above, as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.
- E. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
- F. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new Customers to such additional extensions shall not entitle the applicant to any refund.

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**Rule 13 – Alternative Collection Systems**

A. General Rules – Applies to All Service Areas

This Rule applies to those Customers served by Alternative Collection Systems, and to Customers in any of the Company’s service areas where the extent of pressure piping may be limited solely to the Customer’s service sewer. The provisions of this Rule are not applicable to customers on a conventional gravity collecting sewer with a conventional gravity service sewer, and are also not applicable to customers whose building drains are too low for gravity flow and require pumping as addressed in Rule 5.1. Applicable rate schedules as incorporated in these Rules and Regulations, and rules not applying specifically to gravity collecting sewers or gravity service sewers are applicable to Customers served by Alternative Collection Systems or utilizing pump units and pressure service sewers.

- a) Specific provisions that are applicable to customers in certain specific service areas and served by Alternative Collection Systems are outlined within this Rule. The Company will not assume any responsibility for pump units located in service areas other than those specific service areas with applicable rules included herein within this Rule.
- b) Collecting sewers and service sewers as addressed in this Rule may be associated and operated in conjunction with a STEP or grinder pump unit, septic tank with gravity flow, vacuum system, or other pump/pressure system. Except for the Benton County and Stonebridge service areas, the Customer shall furnish materials for construction of the pressurized portion of the service sewer. For the Benton County and Stonebridge service areas the Company shall furnish materials for construction of the pressurized portion of the service sewer. All components utilized in a pressurized system must meet the specifications approved by the Company which shall be on file at the Company’s office.
- c) The gravity service sewer from the building to the pump unit shall be owned and maintained by the customer.
- d) The Company will locate the point to which the service connection to the Alternative Collection System will be made. One connection to the collecting sewer shall not service more than one property except in service areas where the Company owns the pump units, in which case the service connection is at the pump unit. Except for the Stonebridge, Saddlebrooke, Emerald Point, Benton County, and Incline Village service areas, all taps to the pressure collecting sewer are the responsibility of the customer and are subject to Company inspection/approval. For the Stonebridge, Saddlebrooke, Emerald Point, Benton County, and Incline Village Service areas all taps to the pressure collecting sewer shall be done by the Company. Electricity costs for pump operation shall be the responsibility of the Customer in all service areas.

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- e) The pressurized portion of the customer service sewer shall be constructed of copper, ductile iron or PVC pressure pipe. The gravity service sewer from the building to the Pump Unit or pretreatment unit in all cases shall be owned and maintained by the Customer. Service sewers are subject to inspection by the Company.
- f) For new service connections, a stop cock shall be installed on the pressurized portion of any customer-owned service sewer near the service connection in a location accessible to the Company and Customer, so that it may be operated by either the Customer or the Company. The stop cock shall include a provision for locking in the closed position.
- g) In addition to other methods outlined elsewhere within these Rules, specifically Rule 7, for Discontinuance of Sewer Service, sewer service may be physically disconnected by the Company by:
  - (1) Locking the stop cock on a pressure service sewer in the closed position; or
  - (2) Locking an electrical disconnect to the Pump Unit; or
  - (3) Use of a plug inserted in a disconnection cleanout of a gravity portion of the service sewer; or
  - (4) Turn off using an Elder Valve or other similar valve on the gravity portion of the service sewer.
- h) Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of resuming service, in accordance with these rules.
- i) The Company shall be authorized to enter the premises or property of any Customer at any reasonable time for the purpose of inspection, repair or maintenance of any equipment utilized in sewage conveyance and treatment or pretreatment, whether owned by the Company or by the Customer.

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j) If a Customer does not timely undertake necessary repairs to a Pump Unit or a septic tank for which the Customer is responsible, and a failure of such a Pump Unit or septic tank is causing, or is reasonably expected to cause, a discharge of untreated sewage, then the Company may, at its option, discontinue sewer service as per Rule 7 – Discontinuance of Service, including exercising the provision of Rule 7 G. where thirty (30) day notice may be waived. Or, if practical and reasonably necessary, the Company may undertake repairs to the Customer’s pump unit and bill the Customer for reasonably incurred expenses for such repairs

k) The Company shall present to the Customer, at the time application for service is made, information regarding what services are available from the Company, and what will be provided free of charge.

B. Specific Service Area Rules

1. STONEBRIDGE, BENTON COUNTY, EMERALD POINTE, & INCLINE VILLAGE

a) The Company will own, operate, and maintain all pump units.

b) For the Stonebridge and Benton County operations, the Company will construct pump units. Construction includes electric components and connection of electric supply at the Customer’s premises. The Customer will be required to provide an outdoor electric box / disconnect to which the pump unit may be connected. For pump units where multiple customers are connected, the Company will ensure electric is connected to an active home electrical system.

c) For the Emerald Pointe operation, initial installation of a STEP / grinder pump unit shall be accomplished by the Customer or the Customer’s agent. The Pump unit, all associated components and plumbing parts must either be furnished through the Company, or meet its specifications which shall be on file at the Company’s office, prior to installation, except all taps to the pressure collecting sewer shall be done by the Company, at the cost of the Customer as provided in the Schedule of Service Charges. Electrical parts and wiring necessary to connect the pump unit to the Customer’s building electric shall be the responsibility of the Customer. In certain areas, ownership of pump units may, previous to the effective date of these rules, lie with the Customer, or may be indeterminate. It is therefore the intent of these Rules and Regulations that the Company shall, in such areas, assume the responsibility and expense for maintenance of all pump units. When, in the opinion of the Company, such a pump unit is in need of replacement, the Company shall make the replacement at its own expense. The Company will hold title to all such pump units installed by the Company.

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- d) After installation of the pump unit, the customer shall contribute the pump unit to the Company, and the Company shall retain ownership of the pump unit.
- e) The pressure service sewer from the pump unit to the collecting sewer shall be maintained by the Company.

2. COLE, CALLAWAY, PETTIS, ARNOLD, SADDLEBROOKE, TIMBER SPRINGS & CENTENNIAL ACRES

- a) The customer must furnish at ~~his~~-their own expense, one (1) individual STEP pump unit or individual grinder pump unit, depending upon the specific collection system. The pump unit must be of suitable capacity, and must either be furnished through or approved by the Company prior to installation on the Customer's premises. Installation costs of the STEP or Grinder Pump, electrical service and service sewer between the dwelling and the STEP or Grinder Pump, and the service sewer between the STEP or Grinder Pump, and the Company's collecting sewer shall be the responsibility of the Customer, subject to inspection by the Company.
- b) For Customers connecting to a Company-owned Small Diameter Gravity collection system, the Customer shall furnish a septic tank, of adequate capacity to be used for pre-treatment, along with all materials necessary to install a gravity service sewer from the pretreatment septic tank unit to the Company's collecting sewer.
- c) All construction and maintenance of the pump unit and service sewer is the responsibility of the customer, and must be inspected and approved by the Company prior to connection to the collecting sewer. The Customer shall be liable to the Company for any damages to the Company's collecting sewers resulting from such work.
- d) The Company will inspect any customer's STEP Pump Unit or pre-treatment septic tank for excess solids retention at no additional expense to the Customer. The Customer shall be responsible for maintenance of pump units, septic tanks and all gravity and pressure service sewers. All service sewers shall be sized in accordance with applicable engineering criteria.

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Date of Issue:

March 24, 2021

Effective Date:

April 23, 2021

Issued By:

Deborah D. Dewey, President  
727 Craig Road, St. Louis, MO 63141