

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

In the Matter of Missouri-American Water                    )  
Company's Request for Authority to Implement            )     Case No. WR-2010-0131  
A General Rate Increase for Water and Sewer            )  
Service Provided in Missouri Service Areas.            )

**REPORT OF MAIN EXTENSION AND CONSOLIDATED TARIFF  
COLLABORATIVE GROUPS**

Comes now the Staff of the Missouri Public Service Commission (Staff) and, on behalf of Consolidated Tariff Collaborative Group and Main Extension Collaborative Group (Collaborative Groups), states to the Missouri Public Service Commission (Commission) as follows:

1. On June 16, 2010, the Commission issued its Report and Order in the above-referenced matter which, among other things, approved a Stipulation and Agreement entered into by a number of the Parties. Two of the provisions of that Stipulation and Agreement involved the agreement to establish Collaborative Groups to study the need, procedure and options regarding a consolidated tariff and main extensions. Specifically, paragraphs 16 and 17 of the Stipulation and Agreement stated:

16. **Consolidation of Tariff.** Rules, Regulations and Conditions of Service shall not be consolidated for MAWC's operating districts in this case. A collaborative group consisting of MAWC, Public Counsel, Staff and any interested party to this case will be established to study the need, procedure and options for future implementation of consolidated Rules, Regulations and Conditions of Service tariff for MAWC's operating districts. MAWC will expressly and in good faith identify to the collaborative group and discuss what, if any, changes are being proposed from existing tariff rules on a district by district basis. If the parties to the collaborative group cannot agree on such tariff consolidation by November 1, 2010, then they will bring their unresolved issues to the Commission for adjudication.

17. **Main Extensions.** No tariff changes shall be made at this time in the existing provisions for main extension for upgrades, including customer refunds, fair share

payments and Company participation amounts. A collaborative group consisting of MAWC, Public Counsel, Staff, interested Signatories, governmental agencies, municipalities and industry groups or associations will be established to study existing main extension rules and attempt to develop new, reasonable terms and conditions. If the parties cannot agree on such tariff provision by February 1, 2011, then they will bring their unresolved issues to the Commission for adjudication.

2. Beginning on July 22, 2010, representatives of Staff, MAWC, City of Riverside, City of Joplin, Ag Processing, City of St. Joseph, Warrensburg and Office of the Public Counsel began a series of meetings to discuss the need, procedure and options for new or reasonable terms and conditions for the existing main extension rules and the possibility of a consolidated tariff.

3. As a result of those meetings and discussions, the Collaborative Groups have agreed to the language contained in the Consolidated Tariff, attached as Exhibit A, and incorporated herein by reference. This document incorporates the language agreed to by the Main Extensions Collaborative, specifically in Rule 23 of this Exhibit, and the language previously agreed upon by the Fire Sprinkler Collaborative, specifically in Rule 22 of this Exhibit.

4. The final Consolidated Tariff to be filed by MAWC will also contain maps and legal descriptions for the various service areas, diagrams of service connections, etc. and Economic Development Tariffs, all of which are already included in the various individual tariffs of the MAWC Districts and none of which is being changed, that are not included in Exhibit A to this Report.

5. All members of the Collaborative Groups agree that the revised tariff sheets listed in the Exhibit A contain appropriate terms and provisions. Further, all members of the

Collaborative Groups recommend that the Commission issue order accepting this filing as the final report of the Collaborative Groups.

6. MAWC anticipates filing these tariffs consistent with the language contained in Exhibit A with the Commission within thirty (30) days of any order from the Commission accepting this as the final report of the Collaborative Groups.

WHEREFORE, Staff, on behalf of the Main Extension Collaborative Group and the Consolidated Tariff Group, respectfully submits the Consolidated Groups' proposed Consolidated Tariff, Exhibit A, to the Commission and hereby requests the Commission accept this filing as the Collaborative Groups' final report.

Respectfully submitted,

/s/ Rachel M. Lewis

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**Certificate of Service**

I hereby certify that copies of the foregoing have been mailed or hand-delivered, transmitted by facsimile or by electronic mail to all counsel of record on this 1<sup>st</sup> day of July, 2011.

/s/ Rachel M. Lewis

Name of Issuing Corporation: Missouri-American Water Company  
 Community, Town or City: Missouri Service Areas

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Rules And Regulations Governing The Rendering of  
Water Service

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Rule 1 DEFINITIONS APPLICABLE TO THESE RULES AND REGULATIONS

1. "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.
2. "Approved Backflow Prevention Assembly" (Device): Any testable assembly that is approved by the Missouri Department of Natural Resources.
3. "Auxiliary Supply": Any water supply on or available to the premises other than the approved public water supply.
4. "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.
5. "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.
6. "Bill": A written demand for payment for service and the taxes, franchise fees, and other charges related to it.
7. "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 or not less than eighty-five (85) days or more than one hundred (100) days for a quarterly billed Customer, except for initial, corrected or final bills.
8. "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.
9. "Commission" or "PSC": The Missouri Public Service Commission.
10. "Company": Missouri-American Water Company, acting through its officers, managers or other duly authorized employees or agents.
11. "Complaint": An informal or formal complaint pursuant to Commission Rules.

\* Indicates new rate or text

+ Indicates change

DATE OF ISSUE: May 30, 2011

DATE EFFECTIVE: June 30, 2011

ISSUED BY: Frank Kartmann,  
name of officer

President  
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12. "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.
13. "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.
14. "Curb Stop/Stop Cock": A shutoff valve attached on a service line, usually installed near the curb, which may be operated by a valve key to start or stop the flow of water to the Customers service line.
15. "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.
- Developers who establish service in their name merely to collect a refund from a prearranged agreement are not considered to be a Customer.
16. "Delinquent Charge": A charge remaining unpaid by a monthly billed Customer at least twenty-one (21) days and by a quarterly billed Customer at least sixteen (16) days from the rendition of the bill by the Company.
17. "Delinquent Date": The date stated on a bill, which shall be at least twenty-one (21) days for a monthly billed Customer, and at least sixteen (16) days for a quarterly billed Customer from the rendition of the bill after which the Company may assess an approved late payment charge in accordance with a Company tariff on file with the commission.

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18. "Denial of Service": The Company's refusal to commence service upon an applicant's request for service at a particular location.
19. "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.
20. "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.
21. "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.
22. "Discontinuation of Service" or "Discontinuance": A cessation of service not requested by a Customer.
23. "Domestic Water Use": Personal, household, or general use, and does not include fire protection or industrial process use.
24. "Double Check Detector Valve Assembly" (DCDA): An assembly of two independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks. In addition, the device has a by-pass line with a water meter and two (2) independent check valves located within that line.
25. "Double Check Valve Assembly" (DC): An assembly of two independently operating approved check valves with tightly closing resilient seated shutoff valves at each end of the assembly and properly located test cocks.
26. "Due Date": The date stated on a bill when a charge is considered due and payable.
27. "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.
28. "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.
29. "In Dispute" or "Dispute": Any matter regarding a charge or service which is the subject of an unresolved inquiry.

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30. "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.
31. "Interconnection". A physical connection, other than a cross-connection, between two public water supply systems.
32. "Late Payment Charge": An assessment on a delinquent charge in accordance with a Company tariff on file with the commission and in addition to the delinquent charge.
33. "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.
34. "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.
35. "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.
36. "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 service areas other than St. Louis County Operations. In the St. Louis County operations area the meter setting shall be owned and maintained by the Customer.
37. "Other Public Authority Service": Federal, state, county, and local governmental entities and taxing authorities.
38. "Payment Extension Agreement": A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less.
39. "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 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.

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- c. A building of one or more stories, owned or leased and occupied as a single business and served through its own separate water meter or Master Water Service Line.
  - d. A building of one or more stories, in which the inside space of the building is divided into separately owned units for occupancy, and where the building is served through its own separate water meter or a metered Master Water Service Line.
  - e. Each individual internal living unit or occupied unit of a building of one or more stories, in which each such internal unit is separately owned, and where the party owning each separate unit also owns space on the ground floor of the building, and where each occupied unit is served through its own separate water meter or Master Water Service Line.
  - f. Each divided component of a building of one or more stories, owned by one entity, in which the inside of the building is divided into rentable components for occupancy, and which is supplied through its own separate water meter or a metered Master Water Service Line.
  - g. A public building of one or more stories, rented or owned, used as a town hall, school house, fire station, city hall, administration building, etc., served through its own separate water meter or a metered Master Water Service line.
  - h. A contiguous group or combination of buildings owned or leased by a Customer and served by one or more connections.
  - i. Each divided component of a building of one or more stories being used as a shopping center with each divided component served through its own separate water meter.
  - j. A building supplied with a Private Fire Protection service line.
  - k. A parcel of property, park, or playground, where an above ground building does not exist, but where a water meter is set to serve a yard hydrant, drinking fountain, etc.
  - l. Private Fire Hydrant(s) only, served by public mains, a private fire protection service line, or a metered Master Water Service line.
40. "Private Fire Protection Service": Fire protection other than public fire protection.
41. "Public Water Supply or System": Any publicly or privately owned water system operated as a public utility under applicable local authority to supply water for domestic purposes.
42. "Qualified Backflow Assembly Installer": The installer must be a plumber who meets all applicable local and State requirements to install backflow prevention assemblies.

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43. "Qualified Backflow Assembly Tester": The tester must have the backflow prevention assembly tester certification required by the State in accordance with the requirements and procedures of the Missouri Department of Natural Resources and must follow all municipal, county, and state testing requirements.
44. "Reduced Pressure Detector Check Backflow Prevention Assembly" (RPDA): An assembly consisting of two independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. In addition, the device has a by-pass line with a water meter and two (2) independent check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve located within that line. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer).
45. "Reduced Pressure Principle Backflow Prevention Assembly" (RP): An assembly consisting of two independently operating approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks for the testing of the check and relief valves and tightly closing resilient seated shut-off valves at each end of the assembly. It shall be installed with no plug or additional piping attached to the discharge of the pressure relief valve port (except for the air gap supplied by the manufacturer).
46. "Rendition of a Bill": The mailing, electronic or hand delivery of a bill by the Company or its agents to a Customer.
47. "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.
48. "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.
49. "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 St. Louis County Operations only, that portion of the service line from and including the Corporation Stop at the Company owned main to the structures or premises to be supplied.

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- ii) For all other operations excluding the St. Louis County Operations, that portion of the service line from and including 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.
  - iii) If no meter box is present the Customer service line shall be that portion of the service line from the curb stop to the premises.
  - iv) 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. There is no Company Service Line in the St. Louis County Operation.
  - 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 Customer Service Lines serving two separate premises, which may include one Meter Box housing two 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. 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 pipeline owned by the Customer, which is able to supply domestic and/or fire protection water to two or more buildings that are separately metered on a parcel of land with one ownership.
  - 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.
50. "Service Tap" or "Corporation Stop": The physical connection between a Company-owned main and the service line.

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51. "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.
52. "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.
53. "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 3 feet of property line on public right of way or easement. If installed on a Master Water Service line, location shall be on private property in a location approved by the Company.
54. "Tariff": A schedule of rates, rules and regulations approved by the Missouri Public Service Commission.
55. "Temporary Water service": Any water service for a duration of less than 30 days.
56. "Termination of Service": A cessation of service requested by a Customer.
57. "Utility Charges": The rates for utility service and other charges authorized by the Missouri Public Service Commission as an integral part of utility service.

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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 operations 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:
  - a. Payments shall be made by mail, at the office of the Company (St. Louis County and St. Joseph only), at authorized sub pay stations, by electronic funds transfer, or by credit card. Except for special cases, Company employees can receive payment of water bills only at the Company office.

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

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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.
- E. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- 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.

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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 their rules and regulations. In any case where unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for such reasonable period of time as is specified by the Company at the time of the making of such contract.
- C. The Company will not be required to enlarge any existing service connection if in the Company's opinion the service connection is of adequate size. Any change in location and/or size of an existing service connection and/or service line requested by the Customer shall be made at the Customers expense.
- D. Only persons duly authorized by the Company shall make any connection to or disconnection from a water main or service connections of the Company, or set, change, remove, interfere with or by-pass any water meter of the Company.
- E. A customer who has made application for water service to a premises shall be liable for all water service furnished to such premises until such time as Customer properly notifies the Company to terminate the service for their account.
- F. No substantial addition to the water using equipment or appliances connected to the water system of the Company shall be made except upon written notice to, and with the written consent of the Company.
- 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.

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name of officer

President  
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- 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.
- 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 exception of the portion of the line which enters Company's existing easement, to reach the main installed in that easement: and with the exception also of the situation where, in the Company's sole discretion, property ownership abutting the Company's water main is unobtainable and the proposed Water Service Line installation on an easement is in an area where water main extensions would serve no useful purpose for present or potential Customers.
- L. The Company may require the Customer to execute one of the following agreements before allowing a service connection: Master Water Service Agreement, Encumbrance Agreement, and/or Looped Multi-Feed Agreement.
- M. Waiver of Service Connection and matching of offers made by other water suppliers' charges:
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.
  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.
    - 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.

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- 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.

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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 except the St. Louis County operations, 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, customers own the Service Connections and the entire length of the Service Lines, and the actual ownership of a minority of the 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 excluding the St. Louis County operations, assume the responsibility and expense for maintenance of all Service Connections and Service Lines and outdoor meter box and meter installations, or to the Customer's property if the meter is not located within five (5) feet of the property line. When, in the opinion of the Company, such a 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.

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.

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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.

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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. 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. In the St. Louis County operations area, 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 other service areas 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 said connection.
  3. All Customer's Water Service Lines must be installed at least forty-two (42") inches below the surface of the ground (finished grade) at any point.
  4. If 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 80 p.s.i., Customer shall install, at his expense, an approved pressure reducing valve in the Customer Water Service Line near its entrance to the building to reduce the water pressure to 80 p.s.i. or lower, except

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where the Customer Water Service Line supplies water directly to a water pressure booster system, 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 Line, service valves, and meters, unless specifically authorized by the Company.
- 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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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.

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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 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.);

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- 7. a cross connection is specifically identified; or
  - 8. due to proprietary or classified restrictions the company is not permitted to enter upon the premises to inspect plumbing and water using equipment.
- 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.
- 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.
- G. Backflow protection on private fire protection systems shall be as required by Rule 22.
- 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.
- 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.

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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 or quarterly basis. The due date on the bill shall be ten (10) days after the "Date of rendition" of the bill to the Customer. The Customer's bill will be due and payable by this due date. The delinquent date printed on the bill will not be less than twenty-one (21) days after the date of the postmark of the bill for monthly, and sixteen (16) days for quarterly billed Customers. Any accounts remaining unpaid after the delinquent date shall be considered delinquent and the Company may take such action as specified in its filed rules and regulations.
- D. A separate 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, quarterly, semi annually or annually and such bills shall be due and payable on the due date indicated on the bill.
- I. Water bills are rendered for the entire premises 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:

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1. Extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
  2. The Company is unable to obtain access to the Customer's premises for the purposes of reading the meter, or in situations where conditions make or the Customer makes reading the meter unnecessarily difficult.
- K. 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 Customer's usage during the same period in the most recent year for which actual meter readings are available. In the event the Customer was not provided water service the previous year, then the Customer's bill for water usage shall be estimated based upon the average usage of similar Customers. If a Customer has not had water service for three (3) months, the average used for an estimated bill will be based on the number of months the Customer has had water service.

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Rule 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

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unpaid balance to any other service account of the Customer and may discontinue service twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule.

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 Rule 10A.8., 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 his family or other permanent resident of the premises where service is rendered. The Company may require a Customer to provide satisfactory evidence that a medical emergency exists.
- 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 Public Service Commission. If agreement cannot be reached on settlement of the dispute, the Customer may register his dispute with the Public Service Commission in accordance with Commission rules.
- F. Except for Rule 10A.8, the Company shall not discontinue residential service pursuant to Rule 10A., 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

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currently the subject of a dispute pending with the utility or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of settlement.

- G. On the date specified on the notice of discontinuance or within twenty (20) business days for quarterly billed Customers and eleven (11) business days for monthly billed Customers after that, and subject to the requirements of these rules, the Company may discontinue service to a residential Customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued on a day when Company personnel are not available to reconnect the Customer's service or on a day immediately preceding such a day unless the Company is prepared to reconnect service on such day, subject to payment of the applicable standard charge as required. After the twenty (20) business day effective period of the notice for quarterly billed Customers and eleven (11) business day effective period of notice for monthly billed Customers, all notice procedures required by this rule shall again be followed before the Company will discontinue service. (Refer to a variance granted in Case No. WE-2010-0136.)
- 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.

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name of officer

President  
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- N. The Company reserves the right to shut off the supply of water without notice for the following reasons:
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 (CROSS CONNECTIONS), 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 Public Service Commission's Utility Billing Rules and variances as approved by the Commission.

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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 schedule of Rates and Tariffs, or payment of a sewer bill and other charges pursuant to a contract between the Company and a sewer corporation, municipality, or sewer district authorized by state statute.
- B. Company personnel sent to 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.

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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 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 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 (1) 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 billing periods out of twelve consecutive billing periods or two quarters out of four consecutive quarters.
- 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 subsection A III of this rule, one-sixth (1/6) of the estimated annual bill for monthly billed customers and one-third (1/3) of the estimated annual bill for quarterly billed Customers for water charges at the requested service

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location. If a deposit is greater than \$100, the utility shall advise the applicant or customer that the deposit can be paid in equal installments over a period of no less than (4) weeks; service shall be connected upon receipt of the first such payment.

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 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 successive months. For purposes of this Rule, payment is satisfactory if, as to undisputed bills, it is made prior to the date upon which the bill becomes delinquent. Payment of a disputed bill shall be satisfactory if made within ten days of resolution of withdrawal of the dispute. The Company may withhold the

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release of the guarantor pending the resolution of a matter in dispute involving discontinuance for non-payment or unauthorized interference by the Customer.

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Rule 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 his agent, temporarily turn-off and reinstate service for repairs or alterations without in any way affecting the existing application. Applicable fees may apply.
- C. Termination of water service to a premises for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from Customer.

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Rule 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, the Customer, or their authorized representative must be present at the time of termination.
- C. Company personnel will conduct necessary investigation for unusually high usages, checking meter readings, reasonable enforcement of these rules and regulations, or to satisfy Customer inquiries upon either Company instigation or Customer request. However, after making one (1) such special meter reading or investigation at the request and for the convenience of the Customer, any additional services of this nature performed for the Customer within thirty-one (31) days for monthly read Customers and ninety-two (92) days for quarterly read Customers shall constitute special services and the Company shall require a payment as shown on the applicable rate sheet.
- D. The service charges cited in the various sections of this Rule are “net” and do not include any applicable municipal, state, or federal taxes computed on the Company’s collections of such charges. Any such taxes will be added in collecting or billing service charges, as appropriate.

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Rule 15 METERS AND METER INSTALLATIONS

- A. All permanent connections shall be metered. The Company's installed meter shall be the standard for measuring and/or billing water service. 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 the St. Louis County operations, construction, ownership and maintenance responsibility of all meter setting installations shall be the responsibility of the Customer. For all other 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. For the St. Louis County operations where the water service line is owned in its entirety by the Customer, the Customer must provide proper and approved connections and piping for installing the meter in the water service line, as well as an approved meter box/vault.

The meter installations shall 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,

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such as driveways, sidewalks, and parking lots, etc. In addition all meter installations must be kept clear of enclosures, vegetation or landscaped plantings that would inhibit accessibility for efficient meter reading and maintenance.

- 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 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 is occupied by more than one Customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one service line under a Master Water Service Line Agreement. The Company's meters will be in a location approved by the Company. Where service is supplied through two or more meters to a location having two or more separate premises, the service shall be considered a multiple service at the Company's option. The Customer may rearrange piping, at Customer's own expense, so as to separate the multiple services and permit the Company to install a separate meter for each premise.
- 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, his agent, or tenant. For failure to protect same against damage, the Company may refuse to supply water until the Company is paid for such

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damage. The amount of the charge shall be the cost of the meter and appurtenances (including applicable taxes and other incidental charges) and the labor cost necessary to make the meter change.

- 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.
- 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.
- 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. 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.
- 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.
- R. Meter requirements for private fire protection shall be as specified in Rule 22.
- 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

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costs of the meter(s) otherwise deemed appropriate by the Company for the split service line arrangement. The Company does not pay the cost of any required meter settings, boxes/vaults or related plumbing requirements, regardless of which service line configuration is utilized, these costs are borne by the Customer and/or property Owner as part of installation of a new service.

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Rule 16 METER TESTS AND TEST FEES

- A. Meters are periodically tested and/or replaced in accordance with the Commission's regulations and or guidance. The Company may at any time remove any meter for routine tests, repairs or replacement and may, at its option and expense, test any meter when the Company has reason to believe that it is registering inaccurately. Customers shall accept the meter installed by the Company as the standard of measurement for water service.
- B. Any Customer and/or Owner may request the Company to make a special test of the accuracy of the meter through which water is supplied to the premises in question. This test will be made in accordance with the standard regulations of the Commission.
- C. The Company will make a test of the accuracy of any water meter, free of charge, upon request of a Customer, provided that the meter had not been tested within twelve (12) months previous to such request. If a Customer requests a test of a meter and the meter has been tested within twelve (12) months previous to such request, the cost of the most recent request shall be borne as specified by the Commission.
- D. A meter test requested by the Customer will be witnessed by the Customer, Owner, or their duly authorized representative, except 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.

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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 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 or four (4) quarterly 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 or twenty (20) quarterly billing periods. Said refund may, at the Company's option, be in the form of a credit to the Customer's bill.

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Rule 18 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, at least once every one and one-half (1-1/2) years for quarterly billed Customers not submitting Customer readings, and at least once every two years for quarterly billed Customers submitting Customer meter reads.
- 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; or
  2. Provide Customer readings to the Company by the date specified; or
  3. Request an appointment reading during regular business hours, subject to a service charge as specified on the applicable schedule of service charges; or
  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 consecutive quarterly or monthly estimated bills without a Customer read, the Company shall send a letter to the Customer advising that bills are based on estimates and the options set out above are available.
  2. After five consecutive estimated quarterly bills or six consecutive estimated monthly bills, without a Customer read, the Company shall send a second letter similar to the first reminding the Customer that the Company must get a reading and listing the options above.
  3. After six consecutive estimated quarterly bills or twelve consecutive estimated monthly bills without a Customer read, a third letter shall be sent advising the Customer that a reading must be obtained by a specific date to avoid discontinuance in accordance with Rule 10, above and listing options set out in 18 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:

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1. After seven quarterly billings or eleven monthly billings where the Company is unable to obtain an actual meter reading, a letter shall be sent advising the Customer that the Company is required to read the meter every two years for quarterly billed Customers and annually for monthly billed Customers and offering the options set out in B.1., 3., 4. and 5., above.
2. After eight (8) quarterly billings or 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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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 Rule 19 D.1., 2., 3. or 4., below, to confirm the Customer meter readings at least once annually for monthly billed Customers, and at least once every two years for quarterly billed Customers.
- 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 9 J. 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 through provisions set out in Rule 19 D.1., 2., 3. or 4., below, at least once every year for monthly billed Customers, and at least once every six (6) quarters for quarterly 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, or
  - 2. requesting an appointment reading during regular business hours, subject to a service charge as specified on the applicable schedule of service charges, or
  - 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.

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name of officer

President  
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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, 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;

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- 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 hose, rates of flow, and other specifications concerning the manner of usage and allowed usages.

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

- I. During freezing weather, the city, town, village or fire district shall notify the Company after it has opened any fire hydrant.
- J. Whenever a change in the location of a fire hydrant is ordered, requested or made necessary due to change in line or grade of any public place, street, avenue, alley, bridge, roadway, curb or walk, or for any other reason, said change will be made by the Company at the expense of the city, town, municipality, fire protection district, governmental entity, road authority or other ordering entity, requesting, or making necessary such change excluding Jefferson City Operations.
- K. 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 (6) inches or larger, the Company will install such fire hydrants at the cost of the Company and such fire hydrants will be maintained by and at the expense of the Company excluding the City of Joplin Operations.
- 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:

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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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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), unless authorized by franchise agreement without first:
1. Obtaining written authorization from the Company,
  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.
- B. Requirements to obtain a permit from the Company to use a public fire hydrant.
1. Permits to use a public fire hydrant may be issued in writing to an individual or business for uses deemed reasonable by the Company.
  2. Anyone requesting to use a public hydrant must apply in writing in person with valid identification (Driver License or Company Identification) at the Company and pay up front the non-refundable fees associated with the hydrant use based on the applicable rates and charges approved by the Commission and as set out in the applicable Schedule of Rates and Schedule of Service Charges.
  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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- e) Understanding where to stand when operating the hydrant
  - f) Hoses attached to the hydrant may not cross streets or driveways unless properly protected
  - 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.

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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:
- a) 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 family premises combination services only, this meter may not be a "fire flow" meter designed and warranted for use on residential fire suppression systems. That portion of the dual purpose service line from the Company main to the property line shall be the property of the Company in consideration of its perpetual maintenance and upkeep excluding St. Louis County Operations.

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

- b) 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
- c) 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 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.

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- 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 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 the rule for Extension of Company's Water Mains.
- 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.

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- 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 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.

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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 of 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 Company will be responsible for all main extensions where the cost of the extension does not exceed four (4) times the estimated average annual revenue from the new Applicant(s) whose service pipe(s) will immediately be connected directly to the extension and from whom the Company has received application(s) for service upon forms provided by the Company for this purpose. New Applicants shall be those who commit to purchase water service for at least one year, and guarantee to the Company that they will take water service at their premises within one hundred twenty (120) days after the date the Company accepts the main and determines it ready for customer service. Estimates of annual revenue will be made by the Company, and will be based on the experience of the Company from the previous year regarding use of water by other Customers similarly situated.
  - 3. If the estimated cost of the proposed extension required in order to furnish general water service exceeds four (4) times the Company's estimate of average annual revenue from the new Applicant, the Applicant and Company shall fund the remaining cost (i.e., total cost less four (4) times the estimated average annual revenue from any new Applicant(s)) of the proposed water main extension at a ratio of 95:5 (i.e., 95% Applicant funded and 5% Company funded) for St. Louis Metro District, and 86:14 (i.e., 86% Applicant funded and 14% Company funded) for all other districts.

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4. Applicants requesting a main extension to serve a recorded, residential single lot development can choose the aforementioned option in A.2. and 3, 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 (100) feet (Free Extension). If the main extension required is greater than one hundred (100) feet in length, all costs above the Free Extension shall be borne by the Applicant calculated on a per-foot basis.
5. The Applicant/Company funding ratio of 95:5 for St Louis Metro District and 86:14 for all other districts, will only apply to the cost for 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.
6. The Applicant/Company funding ratio of 95:5 for St. Louis Metro District and 86:14 for all other districts, shall not apply to restoration charges or easement acquisition costs. Applicant will be responsible for 100% of the restoration charges and easement acquisition costs for the main extension, except the Company will be 100% responsible for restoration charges related to the Free Extension.
7. 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.
8. 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.
9. 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.

**B. Installations by the Company or Company's Contractor:** If the Applicant or Applicant's authorized agent contracts with the Company to install the main extension, the following shall apply:

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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.
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 Paragraph 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 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 Section A. 2. and 3. above, the Applicant in the St. Louis Metro District shall provide payment of 95% of the estimated costs for any project that exceeds four (4) times the estimated average annual revenue, and the Applicant in any of the Company's other Districts shall provide payment of 86% of the estimated costs for any project that exceeds four (4) times the estimated average annual revenue. 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 100-foot Free Extension:
  - a) If the Applicant has chosen the option of a 100-foot Free Extension, as provided for in Section A. 4. above, and the extension will be 100-feet 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 100-foot Free Extension and the extension is greater than 100-feet in length, the Applicant shall provide payment of 100% of the estimated costs in excess of the 100-foot 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

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Company is below the Applicant's share of the total actual cost of the project, the Company will bill the shortfall to the Applicant.

- 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 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 5% (for St. Louis Metro District contracts) and 14% (for all other district contracts) of the total, final costs that exceed four (4) times the estimated average annual revenue pursuant to A. 2. and 3., 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 C.5., above.
  7. For Applicants who have chosen the option of a 100-foot Free Extension:

\* Indicates new rate or text

+ Indicates change

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name of officer

President  
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Name of Issuing Corporation: Missouri-American Water Company  
 Community, Town or City: Missouri Service Areas

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- a) If the Applicant has chosen the option of a 100-foot Free Extension, pursuant to A.4. above, and the extension will be 100-feet or less in length, then Company will perform the necessary construction to extend its main(s).
  
- b) If the Applicant has chosen the option of a 100-foot Free Extension and the extension is greater than 100-feet 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 (Section 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 100-foot Free Extension to be borne by the Company. The Company will add the amount of the 100-foot Free Extension to the advanced payment made by Applicant, in accordance with Section 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 C.7.b), above:

Applicant pays to Company \$500 for estimated total Developer Lay Proposal costs  
 Applicant pays his own contractor \$1000  
 Actual Developer Lay Proposal costs incurred by Company are \$200  
 Total Main Extension in feet is 400 feet

Calculation:

	\$ 1000.00	(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	
Divide by	400	(Main Extension in Linear Feet)
Equals	\$ 3.00	per foot
Multiply by	<u>100</u>	
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

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D. Miscellaneous Provisions

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.

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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 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 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 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 platted subdivisions, except for main extensions made above the Free Extension serving recorded, residential single lot developments, or for the lots located within the subdivision that is to be served by the Applicant's main extension.

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- 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 (5) year period, the refund account will be closed, and no further Customer Frontage Charge refunds will be made.
- 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., 95% for St Louis Metro District projects, and 86% for all other district projects) regardless of whether the main extension was performed by the Company, or a contractor performed the main extension on behalf of the Applicant.
- F. This section is applicable only to Main Extensions in the St. Louis Metro District. 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.

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(+++Comment – this EDR is the one from St. Joseph, EDRs also exist in the current Joplin and MO Cities tariffs but with slightly different wording. Instead of a general EDR, EDRs applicable to specific service districts should be included in a consolidated tariff)

### Economic Development Rider

#### PURPOSE

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

#### GENERAL PROVISIONS

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

#### AVAILABILITY & APPLICABILITY

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

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

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

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

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

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

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

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

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

### **GENERAL INCENTIVE PROVISIONS**

#### Amount of Discount:

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

#### Calculation

At the conclusion of the first contract year (i.e., 12 fully monthly billing period after the effective date of the contract), the Company shall review the Customer's annual load factor and calculate an average monthly billing demand. If the Customer has demonstrated at least a 55 percent annual load factor and at least

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an annual consumption level of 0.5% of total consumption for the district, then a bill credit shall be issued to apply the 30 percent discount for the first contract year, as set out below.

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

Application of the Discount

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

Revenue Determination

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

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

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

**ALTERNATIVE INCENTIVE PROVISIONS**

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

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production/operation in the new facility. The Customer is required to inform the Company as to the date when actual production/operation in the new facility begins.

Contract Provisions

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

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

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

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

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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 quantify the embedded and replacement value of all facilities that are attributable to serving the

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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.

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:

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

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

Missouri-American Water Company

Customer

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

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

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address

Name of Issuing Corporation: Missouri-American Water Company  
 Community, Town or City: Missouri Service Areas

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Rules And Regulations Governing The Rendering of  
 Water Service

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

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

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

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

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

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

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

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

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

$$T = F + S$$

F = Marginal Statutory Federal Rate x (1 - S)

S = Marginal Statutory State Rate x (1 - F)

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

The foregoing Tax Impact shall be added to all costs charged to an applicant for all service installations under Rule 4.

\* Indicates new rate or text

+ Indicates change

DATE OF ISSUE: May 30, 2011

DATE EFFECTIVE: June 30, 2011

ISSUED BY: Frank Kartmann,  
 name of officer

President  
 title

727 Craig Road, St. Louis, MO 63141  
 address

Exhibit A