

Exhibit No.: 129  
Issues: Tank Painting Tracker Adjustment,  
Consolidated Tariff Rules,  
Miscellaneous Fees  
Witness: Greg A. Weeks  
Exhibit Type: Surrebuttal  
Sponsoring Party: Missouri-American Water Company  
Case No.: WR-2010-0131  
SR-2010-0135  
Date: May 6, 2010

**MISSOURI PUBLIC SERVICE COMMISSION**

**CASE NO. WR-2010-0131  
CASE NO. SR-2010-0135**

**SURREBUTTAL TESTIMONY**

**OF**

**GREG A. WEEKS**

**ON BEHALF OF**

**MISSOURI-AMERICAN WATER COMPANY**

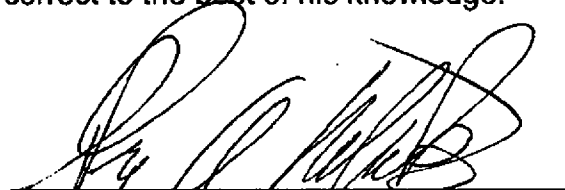
MAWC Exhibit No. 129  
Dates 5-17-10 Reporter KF  
File No. WR-2010-0131

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

IN THE MATTER OF MISSOURI-AMERICAN )	
WATER COMPANY FOR AUTHORITY TO )	
FILE TARIFFS REFLECTING INCREASED )	CASE NO. WR-2010-0131
RATES FOR WATER AND SEWER )	CASE NO. SR-2010-0135
SERVICE )	

**AFFIDAVIT OF GREG A. WEEKS**

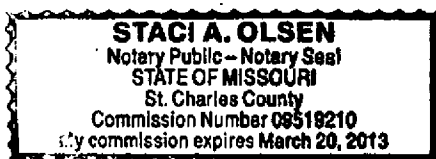
Greg A. Weeks, being first duly sworn, deposes and says that he is the witness who sponsors the accompanying testimony entitled "Surrebuttal Testimony of Greg A. Weeks"; that said testimony and schedules were prepared by him and/or under his direction and supervision; that if inquires were made as to the facts in said testimony and schedules, he would respond as therein set forth; and that the aforesaid testimony is true and correct to the best of his knowledge.

  
\_\_\_\_\_  
Greg A. Weeks

State of Missouri  
County of St. Louis  
SUBSCRIBED and sworn to  
Before me this 6~~th~~ day of May 2010.

  
\_\_\_\_\_  
Notary Public

My commission expires:



**SURREBUTTAL TESTIMONY  
GREG A. WEEKS  
MISSOURI-AMERICAN WATER COMPANY  
CASE NO. WR-2010-0131  
SR-2010-0135**

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**SURREBUTTAL TESTIMONY  
OF  
GREG A.WEEKS**

**I. WITNESS INTRODUCTION**

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**Q. STATE YOUR NAME AND BUSINESS ADDRESS?**

A. Greg Weeks, 727 Craig Road, St. Louis, Missouri 63141.

**Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

A. I am Vice President of Operations for Missouri-American Water Company ("MAWC" or the "Company").

**Q. ARE YOU THE SAME GREG WEEKS THAT PROVIDED DIRECT TESTIMONY AND REBUTTAL IN THIS CASE?**

A. Yes.

**Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

A. I will address the following issues which were raised in the Rebuttal Testimony of Staff and OPC:

- Tank Painting Tracker Adjustment
- Consolidated Tariff Rules
- Miscellaneous Fees

**II. TANK PAINTING TRACKER ADJUSTMENT**

**Q. IN THEIR REBUTTAL TESTIMONY, PSC STAFF WITNESS BOLIN AND OPC WITNESS ROBERTSON ARGUE FOR A TWO YEAR AVERAGE OF TANK PAINTING EXPENDITURES. USING THE AVERAGE OF YEARS 2008 AND 2009, THEIR POSITION RESULTS IN A LEVEL \$1.36 MILLION. DOES THE COMPANY AGREE WITH THIS RECOMMENDATION?**

1 A. No.

2

3 **Q. WHY WAS THE 2008 EXPENDITURE APPROXIMATELY \$1 MILLION?**

4 A. The Company tried to match the expenditures to the level of the tracker at  
5 that time (i.e., \$1 Million.) However, as I discuss in my prior testimony, this  
6 level does not fully support the Company's plan for ongoing tank painting.

7

8 **Q. WHAT IS THE REQUIRED LEVEL TO SUPPORT THE ONGOING TANK  
9 PAINTING PROGRAM?**

10 A. \$1.6 million, as was spent in 2009

11

12 **Q. WHAT IS THE COST OF TANK PAINTING CURRENTLY UNDER  
13 CONTRACT FOR 2010??**

14 A. \$1.56 million in painting is under contract for 2010 and through April 30, 2010,  
15 \$255,130 of the work has already been completed. The remainder will be  
16 completed in May and in the fall. An additional \$45,000 in tank inspection is  
17 contracted to be completed in the months of May and September, bringing  
18 the total spent for tank painting to \$1.6 million.

19

20 **Q. STAFF AND OPC DO NOT BELIEVE THE TRACKER SHOULD BE  
21 CONTINUED. DO YOU AGREE WITH THIS POSITION?**

22 A. No. Tank painting costs from year to year can vary dramatically due to  
23 complexity and timing issues. While a level of \$1.6 million is the average the  
24 company expects to spend, this can vary widely from year to year. The  
25 tracker allows for the accounting of this variability over time.

26

27 **Q. WHAT CAUSES THIS VARIABILITY?**

28 A. Painting the interior and exterior of water tanks is a complex procedure that  
29 takes significant operational planning. For instance, the process requires that  
30 a tank be drained and taken out of service for up to several months. During  
31 this time, the company must take appropriate action to ensure that customer  
32 service and system reliability is not jeopardized due to this temporary

1 inoperability of the tank. Because of this, scheduling and timing is critical. The  
2 weather must be warm and dry enough to allow the tank to be sandblasted  
3 and painted, winds must be low enough to contain the sand blasted material  
4 on site, and yet weather cannot be so warm as to cause customer demand to  
5 reach levels higher than can be supported with the tank out of service. This  
6 actuality typically limits tank painting to several months in the spring and fall  
7 each year. If the weather varies either direction for an extended period,  
8 projects may need to be deferred seasonally or pushed back to the following  
9 year. In addition, the company's tanks range in size from 25,000 to  
10 11,000,000 gallon capacity and styles vary from ground storage to single  
11 pedestal and legged elevated tanks. These factors can cause the price to  
12 paint a tank to vary considerably, making tank painting costs in a given year  
13 vary significantly as well.

14  
15 **Q. WHY IS IT IMPORTANT THEN THAT THE AUTHORIZED AMOUNT OF**  
16 **THE TRACKER BE COMMENSURATE WITH THE ANNUAL LEVEL OF**  
17 **EXPENDITURES?**

18 **A.** The existence of the tracker is important as a protection for both the customer  
19 and MAWC. It is intended to act as a true-up mechanism to insure that the  
20 costs of the tank painting program and only the costs of that program, are  
21 appropriately recovered. If the tracker is set substantially below the level of  
22 annual expenditures, however, the regulatory asset will continue to grow from  
23 year to year and future customers will be expected to pay for costs that  
24 should be borne by existing customers. The converse would be true if actual  
25 tank painting costs were below the tracker level on an ongoing basis.

26  
27 **III. CONSOLIDATED TARIFF RULES**

28  
29 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY ON**  
30 **THIS ISSUE?**

31 **A.** My surrebuttal testimony will address statements in the rebuttal testimony of  
32 the Staff witness Jim Merciel and OPC witness Barbara Meisenheimer. In

1 addition, the Company has agreed to several changes made at the request of  
2 Staff, the St. Louis Fire Sprinkler Association, and the City of Jefferson.

3  
4 **Q. YOU MENTION AGREEING TO REQUESTS FROM SEVERAL PARTIES**  
5 **TO CHANGES IN THE TARIFF RULES AS SUBMITTED?**

6 A. Yes. The Company met with Staff to discuss the rules and based on that  
7 meeting several changes were agreed to. The Company met with Staff and  
8 the St. Louis Fire Sprinkler Association and agreed to several revisions to the  
9 private fire service rule. In addition, the City of Jefferson noted a specific  
10 issue regarding service line ownership in the Jefferson City District that was  
11 missing from the proposed consolidated rules. As a result, Schedule GAW-5  
12 attached to this testimony is the modified consolidated tariff rules that resulted  
13 from these discussions. Also included is Schedule GAW-5a that is in the edit  
14 mode and highlights the changes made to the originally filed rules.

15  
16 **Q. OPC WITNESS MEISENHEIMER IS PROPOSING THAT RULE 1 (H) BE**  
17 **MODIFIED SO THAT IF A CUSTOMER THAT IS PUT ON A "CASH ONLY"**  
18 **BASIS MAKES TIMELY PAYMENTS FOR 12 MONTHS THEY ARE**  
19 **RETURNED TO NORMAL PAYMENT STATUS. DO YOU AGREE WITH**  
20 **THIS PROPOSAL?**

21 A. Yes. This change also has been made to the consolidated tariff and is  
22 submitted as part of exhibit GAW-5.

23  
24 **Q. DID THE COMPANY MAKE A CHANGE TO THE PRIVATE FIRE SERVICE**  
25 **RULE?**

26 A. Yes. As the result of meeting with the St. Louis Fire Sprinkler Association and  
27 Mr. Merciel the Company has indicated a preferred and two alternative  
28 service line configurations rather than simply including three options. The use  
29 of the preferred option is at the discretion of the Company and all options  
30 require a meter. The Company still has concerns with the preferred method  
31 primarily for two reasons. First, there is currently no American Water Works  
32 Association (AWWA) approved meter for combined service in the sizes typical

1 of residential installations, and, second, with the single service single meter  
2 option a shutoff of the domestic service will also result in a shut-off the fire  
3 protection service.  
4

5 **Q. MR. MERCIEL PROPOSES TO ELIMINATE THE LIABILITY PROVISIONS**  
6 **IN THE CONSOLIDATED TARIFF. DO YOU AGREE WITH THIS**  
7 **PROPOSAL?**

8 A. No. Liability limitations are currently in the Company's existing tariffs and are  
9 designed to protect the Company and the rate payers from claims due to  
10 things such as service outages, meter failures, and low pressures due to high  
11 demand. The use of a residential meter for combined fire and domestic  
12 service is a good example of why liability limitation is important.  
13

14 **Q. MR. MERCIEL TESTIFIES THAT BOTH PSC STAFF AND THE OPC HAVE**  
15 **TAKEN POSITIONS THAT TARIFFS CANNOT LIMIT LIABILITY. DO YOU**  
16 **BELIEVE THIS IS TRUE?**

17 A. This is a legal question. However, I have been advised by counsel that this is  
18 not true.  
19

20 **IV. MISCELLANEOUS FEES**  
21

22 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY ON**  
23 **THIS ISSUE?**

24 A. My surrebuttal testimony will address statements in the rebuttal testimony of  
25 Staff witness James Russo and OPC witness Barbara Meisenheimer.  
26

27 **Q. WHAT IS THE PRIMARY DIFFERENCE BETWEEN THE COMPANY**  
28 **PROPOSAL FOR FEES AND STAFF AND OPC?**

29 A. The Company believes a uniform fee across all districts is the most efficient  
30 for providing a high level of customer service as detailed in my previous  
31 testimony. Staff and OPC have offered an alternative of two sets of fees, one



1 for St. Louis Metro District, including the Warren County district, and one for  
2 the remainder of the Districts.

3

4 **Q. IS THIS TRUE FOR WATER USAGE FROM A FIRE HYDRANT?**

5 A. No. The OPC proposes that hydrant use fees remain district specific due to  
6 the large variability in these fees.

7

8 **Q. DOES THE COMPANY AGREE WITH THIS APPROACH?**

9 A. While the Company believes a uniform fee is the most efficient, it would agree  
10 to adopt Ms. Meisenheimer's Schedule BAM REB-2 for miscellaneous fees in  
11 this case.

12

13 **Q. WHAT IS THE HYDRANT INSPECTION FEE?**

14 A. It is a fee assessed after use of a hydrant for delivering bulk water to assure  
15 the hydrant is left in adequate operating condition.

16

17 **Q. WHAT IS YOUR PROPOSAL FOR THIS FEE?**

18 A. After review of our operating process in conjunction with the "Water Usage  
19 from Company Hydrant" I believe this fee can be eliminated. Therefore I  
20 propose that Schedule BAM REB-2 be revised to delete this fee.

21

22 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

23 A. Yes.

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 1

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

### DEFINITIONS

#### DEFINITIONS APPLICABLE TO THE FOLLOWING SECTIONS

- A. "Company". Missouri-American Water Company, acting through its officers, managers or other duly authorized employees or agents.
- B. "Customer". Any person, group of persons, firm, business, municipality, or other entity who has complied with all of the following.
- 1) Has applied for and has been accepted for water service, and
  - 2) Has assumed the obligation for payment of water service covered under one or more of the applicable rate schedules of the Company, and
  - 3) Is not in violation 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, \_\_\_\_\_
  - 4) If required, the Company has set a meter at the premises to be served, and
  - 5) Water has been turned on by the Company for a metered water service line, or, when a tap is made for a private fire protection service.

Deleted: which all violations will be rectified before being accepted as a new customer, and

Developers who establish service in their name merely to collect a refund from a prearranged agreement are not considered to be a Customer.

- C. "Commission" or "PSC", means The Missouri Public Service Commission.
- D. "Bill". A written demand for payment for service and the taxes, franchise fees, and other charges related to it.
- E. "Billing Period". A normal usage period of not less than twenty-six (25) days or more than thirty-five (35) days for a monthly billed Customer or not less than eighty-five (85) days or more than one hundred (100) days for a quarterly billed customer, except for initial, corrected or final bills.
- F. "Commercial Service". Non-residential, non-industrial business enterprises. It includes hospitals, churches, shopping centers, offices, restaurants and other commercial business establishments. At the Company's discretion, service may be provided to this class through one or more meters.
- G. "Complaint". An informal or formal complaint under 4 CSR 240-2.270.

\* Indicates new rate or text  
+ Indicates change

DATE OF ISSUE: November 19, 2009

DATE OF EFFECTIVE: December 19, 2009

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

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 2

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

- H. "Delinquent Charge". A charge remaining unpaid by a monthly billed Customer at least twenty-one (21) days and by a quarterly billed Customer at least sixteen (16) days from the rendition of the bill by the Company.
- I. "Delinquent Date". The date stated on a bill, which shall be at least twenty-one (21) days for a monthly billed Customer, and at least sixteen (16) days for a quarterly billed Customer from the rendition of the bill after which the Company may assess an approved late payment charge in accordance with a Company tariff on file with the commission.
- J. "Denial of Service". The Company's refusal to commence service upon an applicant's request for service at a particular location.
- K. "Deposit". A money advance to the Company for the purpose of securing payment of delinquent charges, which might accrue to the Customer who made the advance.
- L. "Discontinuation of Service" or "Discontinuance" means a cessation of service not requested by a Customer.
- M. "Domestic Water Use" means personal, household, or general use, and does not include fire protection or industrial process use.
- N. "Due Date" means the date stated on a bill when a charge is considered due and payable.
- O. "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.
- P. "Guarantee". A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer.
- Q. "In Dispute" or "Dispute". Any matter regarding a charge or service which is the subject of an unresolved inquiry.

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<#> "Extension Agreement". A verbal agreement between the Company and the Customer extending payment for fifteen (16) days or less. §

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 3

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

- R. "Industrial Service". Service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries and similar establishments. At the Company's discretion, service may be provided to this class through one or more meters.
- S. "Late Payment Charge". An assessment on a delinquent charge in accordance with a Company tariff on file with the commission and in addition to the delinquent charge.
- T. "Other Public Authority Service". Federal, state, county, and local governmental entities and taxing authorities.
- U. "Payment Extension Agreement". A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less; (Formatted: Bullets and Numbering)
- V. "Rendition of a Bill". The mailing, electronic or hand delivery of a bill by the Company or its agents to a Customer; (Formatted: Bullets and Numbering)
- W. "Resale Service". The provision of or use of water service directly to an entity whose sole intended purpose is to resell the service to its Customers under their own rate structure. (Formatted: Bullets and Numbering)
- X. "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. (Formatted: Bullets and Numbering)
- Y. "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. (Formatted: Bullets and Numbering)
- Z. "Tariff". A schedule of rates, services and rules approved by the Missouri Public Service Commission. (Formatted: Bullets and Numbering)
- AA. "Termination of Service". A cessation of service requested by a Customer. (Formatted: Bullets and Numbering)

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 4

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

- BB.** "Utility Charges". The rates for utility service and other charges authorized by the Missouri Public Service Commission as an integral part of utility service.
- CC.** "Private Fire Protection Service". Fire protection other than public fire protection.
- DD.** "Premises". The word "premises" is the standard unit of service of the Company. A "premises" as used herein shall include the following:
- a. A building of one or more stories, owned or leased and occupied as a single residence and served by its own separate water meter, or
  - b. Each individual internal living unit of a building with two or more units with common wall(s) where each living unit is served by its own separate water meter or a metered Master Water Service Line.
  - c. A building of one or more stories, owned or leased and occupied as a single business and served through its own separate water meter or Master Water Service Line.
  - d. A building of one or more stories, in which the inside space of the building is divided into separately owned units for occupancy, and where the building is served through its own separate water meter or a metered Master Water Service Line.
  - e. Each individual internal living unit or occupied unit of a building of one or more stories, in which each such internal unit is separately owned, and where the party owning each separate unit also owns space on the ground floor of the building, and where each occupied unit is served through its own separate water meter or Master Water Service Line.
  - f. Each divided component of a building of one or more stories, owned by one entity, in which the inside of the building is divided into rentable components for occupancy, and which is supplied through its own separate water meter or a metered Master Water Service Line.
  - g. A public building of one or more stories, rented or owned, used as a town hall, school house, fire station, city hall, administration building, etc., served through its own separate water meter or a metered Master Water Service line.
  - h. A contiguous group or combination of buildings owned or leased by a Customer and served by one or more connections.
  - i. Each divided component of a building of one or more stories being used as a shopping center with each divided component served through its own separate water meter.
  - j. A building supplied with a Private Fire Protection service line.
  - k. A parcel of property, park, or playground, where an above ground building does not exist, but where a water meter is set to serve a yard hydrant, drinking fountain, etc.
  - l. Private Fire Hydrant(s) only, served by public mains, a private fire protection service line, or a metered Master Water Service line.

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FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 5

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

**EE. "Customer's Service Line or Customer's Water Service Line"**

- a. For St. Louis County Operations only, that portion of the service line from and including the Corporation Stop at the Company owned main to the structures or premises to be supplied.
- b. For all other operations excluding the St. Louis County Operations, that portion of the service line from and including 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.
- c. If no meter box is present the Customer service line shall be that portion of the service line from the curb stop to the premises.
- d. If neither a meter box or a curb stop exists 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.
- e. For Jefferson City Operations Only - See Sheet 14N.

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the property line on the owner's side  
to the premises.]

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**FF. "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.

**GG. "Service Tap" or "Corporation Stop".** The physical connection between a Company-owned main and the service line.

**HH. "Company Service Line".** The line from the main to the Customer's Service Line. There is no Company Service Line in the St. Louis Operations.

**II. "Domestic Service Line".** A pipeline supplying water for all purposes other than fire protection.

**JJ. "Combination Water Service Line".** Supplies water for both domestic uses and for the extinguishment of fires through the same pipe. Shall be metered to measure all water usage through the water service line.

**KK. "Private Fire Service Line".** A pipe, with appurtenances, owned and maintained by the Customer, used to supply water from the main to a Customer's private fire protection system to be used exclusively for the extinguishing of fires in or on the property of the Customer.

**LL. "Master Water Service Line".** A pipe owned by the Customer, which is able to supply domestic and/or fire protection water to two or more buildings on a parcel of land with one ownership.

**MM. "Split Water Service Line".** A pipe, owned by the Customer, which first extends as a single line from the company main, including the tap, into a parcel of property and then splits into separate domestic and fire protection lines with separate meters.

\* Indicates new rate or text  
+ Indicates change

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

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 6

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

NN. "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.

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OO. "Stop Box/Curb Box". A hollow, cylindrical-type enclosure of a design acceptable to the Company. Installed over, but not connected to, the stop cock, from ground level down to the stop cock, complete with proper removable lid, to provide access to the stop cock from ground level. Location to be within 3 feet of property line on public right of way or easement. If installed on a Master Water Service line, location shall be on private property in a location approved by the Company.

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PP. "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.

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QQ. "Meter". A device, owned by the Company, which measures the quantity of water which passes through a water service line supplying a premises.

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RR. "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.

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SS. "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 Operations. In the St. Louis County operations area the meter setting shall be owned and maintained by the Customer.

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TT. "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.

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UU. "Backflow Device". A device owned by a party other than the Company which is installed to allow water to flow only in one direction, from the Company's distribution system into a premises. Can include a Detector Check Valve or a Reduced Pressure Zone (RPZ) Valve or other approved device.

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VV. "Temporary Water service". Any water service for a duration of less than 30 days.

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. Z

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

**WW. "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.

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**XX. "Interconnection".** A physical connection, other than a cross-connection, between two public water supply systems.

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**YY. "Developer Lay".** Water facilities installed by an entity other than the Company per agreement. Facilities are ultimately accepted into the Company's distribution system on the terms and conditions as stated in the contract as contributed property.

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**ZZ. "Dual Service Line".** One service line that splits into two service lines serving two separate premises.

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FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 9

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

Rules and Regulations Governing Rendering  
Of Water Service

Rule 1 GENERAL

- H. Payment of water bills shall be made by mail, at the office of the Company, at authorized sub pay stations, or by electronic funds transfer. Except for special cases, Company employees can receive payment of water bills only at the Company office.

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

The Company may serve a Customer on a cash only basis if more than one check or Returned Deposit Item of the Customer is returned NSF or any other valid return reason in a 12 month period. "Cash" shall be deemed to mean US currency, money order or certified check.

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.

All other parties not connected with the Company are strictly forbidden to turn the water on or off at the Corporation Stop or Stop Box valve or disconnect or remove any meter without permission of the Company.

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FORM NO. 13

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Original Sheet No. 10

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 2 LIABILITY OF THE COMPANY**

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. The actual ownership of a minority of the service connections is indeterminate in several areas served by the Company. It is therefore the intent of these rules and regulations that the Company shall assume the responsibility and expense for maintenance of all service connections to the Customer's property line or the meter installation, whichever be the shorter distance to the main. When, in the opinion of the Company, such a service connection is in need of replacement, the Company shall make the replacement at its own expense. The Company will hold liable to all service connections installed by the Company, however this section does not apply to the St. Louis County District.
- D. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.
- E. 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.
- F. The Company reserves the right to discontinue water service in its mains at any time, without notice, for making repairs, extensions or alterations to the distribution system or station equipment. The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from discontinuance of service, nor shall the Company be liable for accidents or damages by reason of the breaking of any main, water pipe fixture or appliance whether owned by the Company or Customer.
- G. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire, or to protect any persons or property against loss of damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and no other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, excess or deficiency in the pressure, volume, or supply of water, or for any other cause whatsoever.

Deleted: 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.

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Deleted: The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.

F. The Company will not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities, or for any damage or inconvenience suffered by the Customer, or for any claim for interruption in service, lessening of supply, inadequate pressure, or poor quality of water beyond its control.

G. The Company reserves the right to discontinue water service in its mains at any time, without notice, for making repairs, extensions or alterations to the distribution system or station equipment; however, where service is to be discontinued for six (6) hours or longer, notice will be given to Customer unless in emergency situations.

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P.S.C MO NO. 9

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 2 LIABILITY OF THE COMPANY (continued)**

- H. ....
- I. ....
- J. ....
- K. ....
- L. ....

~~Deleted: 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.~~

~~Deleted: The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.~~

~~Deleted: The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe fixture or appliance whether owned by the Company or Customer, and no person shall be entitled to damages for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customers.~~

~~Deleted: The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service, but it does not guarantee to furnish at all times any given quantity for fire uses or for general purposes.~~

~~Deleted: The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss of damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and no other or greater, and it shall be free and exempt from any and all claims for damages on account of any in(11)~~

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FORM NO. 13

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 3 SERVICE CONNECTIONS (continued)**

- G. The Customer's Water Service Line must meet existing plumbing codes and local district Company specifications prior to a new service connection.
- H. In locations with Customer owned service lines the Company will approve the point to which the service connection will be made. In locations with Company owned service lines, Company will furnish and install the service line from the main to the meter box located at or near the Customer's property line.
- I. ~~The Customer's Water Service Line shall be installed by the Customer at the expense of the Customer. 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.~~
- J. For service at a new location, a replacement service, or additional service at an existing location, applicant shall pay, in advance, a service connection charge based on the average actual cost, ~~such cost to be adjusted annually.~~
- 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 21 or to circumvent other applicable Water Service Line rules. Customers, however will be permitted to extend a Water Service Line into or across a driveway owned by the Customer, or into or across a street or roadway to connect to a water main installed within or immediately adjacent to that street or roadway to serve property fronting either side of that street. Water Service Lines must be located on property owned in fee by the owner of the premises to be served. A Water Service Line may not be located on an easement, with the exception of the portion of the line which enters Company's existing easement, to reach the main installed in that easement; and with the exception also of the situation where, in the Company's sole discretion, property ownership abutting the Company's water main is unobtainable and the proposed Water Service Line installation on an easement is in an area where water main extensions would serve no useful purpose for present or potential Customers.~~
- L. The Company may require the Customer to execute one of the following agreements before allowing a service connection: Master Water Service Agreement, Encumbrance Agreement, and/or Looped Multi-Feed Agreement.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

Rule 3 **SERVICE CONNECTIONS** (continued)

M. **Waiver of Service Connection and matching of offers made by other water suppliers charges**

Where the Company faces competition for business with other water suppliers, the Company may waive all or part of any service connection charges and/or match offers made by other water suppliers in order to effectively compete with offers made to developers and/or Customers by other water suppliers after requesting approval of the waiver from the Commission on a case-by-case basis and receiving an Order granting the waiver for good cause shown.

"Good cause" shall be shown where the Company has provided the Commission Staff with reasonable and adequate documentation that:

1. Bona fide competition exists between water suppliers for new Customers.
2. The addition of Customers for whom the waiver applies would not likely result in a positive revenue requirement.

N. **For the Jefferson City Operations Only - The Company shall at its own expense, be responsible for the maintenance of all Service Connections, including the curb stop/valve and meter. The meter box/pit, the meter yoke and all other appurtenances in the meter pit/box shall remain the property of the Customer.**

When in the opinion of the Company, the entire Service Connection is in need of replacement, the Company shall make the replacement at its own expense. Until such replacement is made, the entire Service Connection from the main to the Customer's premises shall be considered to be the property of the Customer.

Should a leak occur and the existing curb stop/valve or meter box/pit is not located on the property line, and it can not 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. If the leak is between the main and the newly installed curb stop the Company will assume responsibility for the maintenance and expense of the leak. 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.

The Company shall in no event be responsible for damage to persons or property cause by the location of, the condition of, or water escaping from, the Service Connection or Customer Water Service or any other pipe or fixture owned by the Customer, and the Customer at all times shall comply with state and municipal regulations in reference thereto.

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FORM NO. 13

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Original Sheet No. 16

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 5 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 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.~~

~~Deleted: Where the Company owns and maintains service lines through the meter the Customer's water service shall include the connection to the outlet side of the metering installation installed as a part of the service connection, and the responsibility for such connection shall be the Customer's. The Company may agree to make the physical connection between the Customer's water service and its metering facilities, but the Company by so doing shall assume no liability for said connection.~~

~~Deleted: If Company becomes aware of Customer's water service not being installed as herein provided the Company will not install its service connection and metering equipment until Customer's water service is installed as herein provided.~~

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727 Craig Road, St. Louis, MO 63141

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 5 INSIDE PIPING AND CUSTOMER WATER SERVICE (continued)**

- C. The Company reserves the right to inspect Customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof. Charges for inspection by Company personnel shall be in accordance with approved fees and service charges.
- D. Unless otherwise specified by local codes or ordinance when street main pressure exceeds 80 p.s.i., Customer shall install at his expense, an approved pressure reducing valve in the Customer Water Service Line near its entrance to the building to reduce the water pressure to 80 p.s.i. or lower except where the Customer Water Service Line supplies water directly to a water pressure booster system, an elevated water gravity tank, or to pumps provided in connection with a hydropneumatic or elevated gravity water supply tank system.
- E. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather. In locations with Customer owned meter boxes, the meter boxes must be properly installed free from water, mud, and debris at all times. The Company will make ordinary repairs to meters, but if meters are damaged through freezing, hot water backing up into the meter, or neglect of the Customer, the repairs will be assessed against the Customer and payment for such repairs will be enforced the same as bills for service.
- F. Customers at their own expense shall make all changes in their 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. Any 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, shall be performed by the Customer at their expense and risk. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so, may result in discontinuance of service.

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FORM NO. 13

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Original Sheet No. 18

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 6 LIMITATIONS ON USE OF WATER**  
(Sprinkling, Emergencies, Etc.)

The Company is authorized to limit by special rules and orders, any unusual, unnecessary or wasteful use of water, or the sprinkling of fields, gardens, orchards, lawns, parks or club grounds, and may prohibit and prevent the flushing of streets, avenues, roads, and other public places.

Also, the Company is authorized to regulate or limit by special regulations or orders the filling of tanks, basins, swimming pools, etc., requiring large flows of water, where such use of water may affect service to other customers.

The Company may restrict or regulate the quantity of water used by Customers in case of scarcity or whenever an emergency affecting public health and welfare may require such restrictions.

The use of water for sprinkling or landscape watering may be restricted by the Company to alternate days to prevent excessive use and/or waste of water.

Enforcement of this Rule may be by the cooperation of local authorities to enforce local ordinances or may be by discontinuance of service.

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FORM NO. 13

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Original Sheet No. 21

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 7 CROSS CONNECTIONS (continued)**

**B. General Provisions**

1. Unprotected cross-connections with the public water supply are prohibited. The Company will refuse to give service to any premise having such connections until any and all such existing conditions are terminated, or are protected by an approved backflow prevention assembly. Should a Customer fail to have an approved backflow prevention assembly properly inspected, tested and maintained, the Company will refuse to continue service to the premises until such time as the Customer complies with the Rules.
2. This program is designed for containment protection of the distribution system and requires the water Customer to install, at the customer's expense, an approved backflow prevention assembly as close as possible to the meter, on the Customer's side, as practicable and before any branching occurs, with the exception of underground sprinkler systems and boilers where the assembly may be installed on the branch of the service line that specifically serves these systems. The installation of the backflow assembly will be required as a condition for continued service for existing customers and before a new service will be granted. The installation of all backflow prevention assemblies required by this program must be performed by a Qualified Backflow Assembly Installer.
3. This program applies to all commercial, industrial, and public authority facilities. Establishments that have only drinking fountains, and restrooms, having non-commercial type water using appliances may not be required to install a backflow prevention assembly at the discretion of the Company.
4. The Company will require backflow protection on residential Customers when the following conditions exist:
  - the premises has an auxiliary supply;
  - the premises has an underground sprinkler system;
  - the premises has a private fire protection system;
  - the premises has a reported history of cross connections being established or re-established;
  - the premises has permanently installed means of internally pressurizing the water supply (e.g. pressure booster, power shower, etc.)
  - a cross connection is specifically identified; or
  - ~~due to proprietary or classified restrictions the company is not permitted to enter upon the premises to inspect plumbing and water using equipment.~~

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FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 22

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 7 CROSS CONNECTIONS (continued)**

5. Wherever backflow protection is determined to be required on a water supply line entering a water Customer's premises, all such water supply lines from the Company's mains entering such premises, shall be protected by an approved backflow prevention assembly.
6. Temporary connections to the public water supply are prohibited unless authorized by the Company in writing. This includes the use of fire hydrants. If a temporary connection is permitted the proper metering and backflow prevention assembly, as approved by the Company, will be required. The backflow device shall be an RP, and it shall be tested each time it is placed into service.
7. **Fire Protection Systems**
  - a. All new fire protection systems connected to the Company's water supply shall be protected from back pressure and back siphonage by one of the following testable devices:
    - Double Check Detector assembly (DCDA).
    - Reduced Pressure Detector Assembly (RPDA).
  - b. Fire protection systems that contain antifreeze, fire retardant, or other chemicals must be equipped with an RPDA.
  - c. A RP may be used to isolate a branch line(s) of the fire service that contains chemicals, at the discretion of the Company. In this case, a DCDA may be installed as the containment assembly.
  - d. Existing fire protection systems must be equipped, at a minimum, with a double check valve assembly (DC) unless the system contains chemicals. In this case, the system must be equipped with an RP.
  - e. When an existing fire protection system equipped with a DC is extended or renovated, the system's backflow prevention device must be upgraded to a DCDA.

**C. Type of Protection Required**

The type of protection that shall be required to prevent backflow into the public potable water supply shall be commensurate with the degree of hazard (either actual or potential) that exists on the Customer's premises, and subject to the judgment of the Company.

**D. St. Louis County**

The St. Louis County Department of Public Works administers the cross connection control program in St. Louis County. Rule 7 applies in St. Louis County however the Company does not directly manage the CCC program.

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Original Sheet No. 25

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE**

- A. The Customer shall notify the Company at least three (3) days in advance of the day termination is desired. The Customer shall remain responsible for all service used and the billing therefor until service is terminated pursuant to such notice.
- B. The Company may discontinue water service to a Customer for one or more of the following reasons:
- I. Nonpayment of an undisputed delinquent charge.
  - II. Failure to post a required deposit or guarantee.
  - III. Unauthorized interference, diversion or use of the Company service situated or delivered on or about the Customer's premises or supplied to a location other than the Customer's premises. Deleted:
  - IV. Failure to comply with terms of a settlement agreement, or payment extension agreement, including payment arrangements.
  - V. Refusal after reasonable notice to permit inspection, maintenance, replacement or meter reading of Company equipment. If the Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
  - VI. Misrepresentation of identity in obtaining utility service.
  - VII. Violation of any other rules of the Company approved by the Commission which adversely affect the safety of the Customer or other persons or the integrity of the Company's system.
  - VIII. Non-payment of a sewer bill 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 procedure applicable to the customer's sewer service in lieu of notification required by these rules.
  - IX. As provided by local, state or federal law.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

Rules and Regulations Governing Rendering  
Of Water Service

Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)

J. Company personnel shall identify themselves and announce the intention to disconnect service, or leave a conspicuous notice of the disconnect.

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

L. 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.

M. 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.

N. 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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L. Except by special written agreement with the Company, no Customer shall resell any of the water received by him from the Company nor shall such water be delivered to premises other than those specified in his application for service J  
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727 Crain Road, St. Louis, MO 63141

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 29

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)**

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

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- I. If a condition dangerous or hazardous to life, physical safety or property exists.
- II. If the owner of any premises which is not in compliance with Rule 7 (CROSS CONNECTION), fails or refuses to break the connection after receiving notice to do so by the Company, service shall be discontinued by the Company, by the making of a definite break in the customer service connection until the premises is in compliance with Rule 7. The entire cost of the breaking and reconnecting of the service pipe shall be at the expense of the Customer.
- III. Upon order by any court, the Commission or other duly authorized public authority.
- IV. For molesting or tampering by the Customer or others with the knowledge of the Customer, with any meter, connection, service connections, curb cock, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
- V. If fraudulent or unauthorized use of water is detected and the Company has reasonable grounds to believe the Customer is responsible for such use.

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P. The company shall deal with customers and handle customer accounts in accordance with the Public Service Commission's Utility Billing Practices, 4 CSR 240 -- 13, and variances as approved by the Commission.

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

Rules and Regulations Governing Rendering  
Of Water Service

Rule 14 SERVICE CHARGE

- A. A service activation fee, as set forth in the approved tariff will be charged for a service connection during the Company's regular business hours. Services turned on at the request of the Customer outside of business hours will be charged at actual cost.
- B. A termination (turn-off) of an existing service will be made during the Company's regular business hours without charge. For all indoor meters, the Customer, or their authorized representative must be present at the time of termination.
- C. Company personnel will conduct necessary investigation for unusually high usages, checking meter readings, reasonable enforcement of these rules and regulations, or to satisfy Customer inquiries upon either Company investigation or Customer request. However, after making one (1) such special meter reading or investigation at the request and for the convenience of the Customer, any additional services of this nature performed for the Customer within 31 days for monthly read Customers and 92 days for quarterly read Customers shall constitute special services and the Company shall require a payment as shown on the applicable rate sheet.
- D. ~~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.~~

Deleted: A charge as set forth in the approved tariff, shall be made when an inspection by the Company personnel is required to insure compliance with Rule 5 (Inside Piping and Customer Water Service).  
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FORM NO. 13

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 15 METERS AND METER INSTALLATIONS**

- A. All permanent connections shall be metered. The Company's installed meter shall be the standard for measuring and/or billing water service.
- B. All meters shall be furnished, installed, maintained, and removed by the Company and shall remain its property. All meter setting installations shall be the responsibility of the Customer and upon acceptance will be deemed contributed property to the Company, at which time the Company will maintain the installation and it will remain the property of the Company; however where the water service line or any of its components are not owned by the Company, the meter alone and not the meter setting installation, is owned, installed, maintained, and removed by the Company and shall remain its property. No one who is not an agent of the Company shall be permitted to access, tamper or remove such property therewith.
- C. Unless Otherwise permitted by the Company, the size of the meter installed by the Company will not be greater than the smallest size of any portion of the water service line. The style and size of the meter(s) will be determined by the Company based on:
- 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.

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Where the water service line is owned in its entirety by the Customer, the Customer must provide proper and approved connections and piping for installing the meter in the water service line, as well as an approved meter box/vault.

The meter installations shall also be at or near the property line, in front of the premises served unless the Company approves another location. In the cases where the location of the Company's main and the routing of the water service line prevents efficiently locating the meter box/vault at or near the property line, the meter location will be determined by the Company to facilitate proper and efficient meter reading.

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727 Craig Road, St. Louis, MO 63141

FORM NO. 13

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Original Sheet No. 38

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

Rules and Regulations Governing Rendering  
Of Water Service

Rule 15 METERS AND METER INSTALLATIONS (continued)

All meter installations must be protected from flooding, and constructed of materials acceptable to the Company. Also to minimize meter freezing problems and improve accessibility for meter reading all meter boxes, unless specifically allowed by the Company, must be located outside of paved or graveled areas, such as driveways, sidewalks, and parking lots, etc. In addition all meter installations must be kept clear of enclosures, vegetation or landscaped plantings that would inhibit accessibility for efficient meter reading and maintenance.

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

Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain, provided the meter is readily accessible, as determined by the Company, for servicing and reading, the meter space provided is located where the water service line enters the building, and a properly installed electrical ground wire is installed around the water meter. Meter space guidelines are based on meter size and will be provided to Customer by the Company upon request. It is the responsibility of the Customer to provide a location for the meter, which in the event of water discharge as a result of leakage from the meter or couplings will not result in damage. The Company's liability for damages to any and all property, caused by such leakage, shall in no event exceed the price of service to the affected premises for one average billing period in the preceding year. If the premises have not received service for one year, liability will not exceed the price of service to an average comparable customer for an average billing period. If a Customer refuses to provide a reasonable and an accessible location for a meter installation and servicing as determined by the Company, the Company will notify the Public Service Commission before ultimately refusing service or proceeding to discontinue service. Furthermore the Company may discontinue service, to an approved internal metering location, as provided in this rule if a Customer fails to cooperate with the Company to obtain an actual meter reading by not:

- 1) Providing access to the meter at the regularly scheduled reading time, as provided to the Customer, or
- 2) Requesting an appointment reading. The Company will, at a Customer's request, read the Customer's meter by appointment during regular business hours. Appointment for meter reading will not be scheduled outside of regular business hours described above, or
- 3) Permitting the installation of a remote meter reading attachment.

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

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727 Craig Road, St. Louis, MO 63141



FORM NO. 13

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Original Sheet No. 39

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

Rule 15 METERS AND METER INSTALLATIONS (continued)

F. All service to any one Customer at one building shall be furnished through a single metering installation. Where a building is occupied by more than one Customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one service line under a Master Water Service Line Agreement. The Company's meters will be in a location approved by the Company. Where service is 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.

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

G. The meters and meter installations furnished by the Company shall remain its property and the owners of premises wherein they are located shall be held responsible for their safekeeping and liable for any damage thereto resulting from the carelessness of said owner, his agent, or tenant. For failure to protect same against damage, the Company may refuse to supply water until the Company is paid for such damage. The amount of the charge shall be the cost of the meter and appurtenances (including applicable taxes and other incidental charges) and the labor cost necessary to make the meter change.

Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather and must keep the meter box/vault area free from water, mud, and debris at all times. The Company will make ordinary repairs and/or replacement to meters, but if meters are damaged through freezing or neglect of the Customer, the cost of repairs and/or replacement will be assessed against the Customer and payment for such repairs and/or replacement will be enforced the same as bills for service. The Customer will similarly be held responsible for preventable damage to any remote meter reading attachment. The Customer shall promptly notify the Company of any defect in, or damage to, the meter, its connections or housing.

H. No person except an authorized employee of the Company, or other person duly authorized by the Company, shall make any connection to or disconnection from the water main of the Company, nor shall unauthorized individuals set, change, remove, interfere with, bypass, or make any connection to, the Company's meter or other property. The Customer shall be responsible for any violations of this rule and the consequences thereof. The Customer shall promptly notify the Company of any defects in, or damage to, the meter, its connections or housing as soon as it comes to their knowledge. The Company reserves the right to put seals on any water meter, or on its couplings, in and for any premises, and may discontinue water service if such seals are found broken or removed.

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FORM NO. 13

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 15 METERS AND METER INSTALLATIONS (continued)**

- I. Any change in the location of any existing service connection, meter or meter installation at the request of the Customer shall be made at the expense of the Customer.
- J. If additional meters are desired by the Customer and/or property Owner for showing subdivision of the supply within a premise, they shall be furnished, installed, operated, and maintained at the expense of said Customer and/or property Owner with written permission from the Company.
- K. Plumbing appurtenances, such as pressure reducing valves, auxiliary shutoff valves, gauges, backflow prevention devices, lawn sprinkler connections, etc., or any other construction shall not be located inside a meter box/vault containing the meter and shall not interfere with installation, removal operation, servicing or reading of the meter. Only those water service line or plumbing appurtenances of a design acceptable to the Company will be permitted to be installed in the meter box/vault.
- L. If fire flows are necessary (whether for a single premises or on a Master Water Service Line which is metered at its connection to the Company's main), the meter(s) must be capable of measuring a full range of flows required by the Customer (both domestic and fire flows) as necessary. The Company may choose between either a split service line configuration which uses a detector check meter(s) on the fire line and a meter suitable for the reasonably anticipated domestic usage requirements on the line not used for fire protection, or the Company may avoid the use of a split service configuration but then must utilize a meter designed for both domestic flows and fire flows, typically referred to as a "fire flow" meter.
- M. On a split service, the Company will provide all meters used, but the size of the meter installed on the domestic line will not be larger than necessary for the reasonably anticipated domestic usage requirements of the customer. If the "fire flow" meter alternative is required by the Company or is chosen by the Customer if not required by the Company, the Customer and/or property Owner must pay to the Company as a contribution-in-aid-of-construction, in consideration of a) the extraordinary cost of a "fire flow" meter, and b) fire flow potential demand, the difference between the actual cost of the "fire flow" meter and the costs of the meter(s) otherwise deemed appropriate by the Company for the split service line arrangement. The Company does not pay the cost of any required meter settings, boxes/vaults or related plumbing requirements, regardless of which service line configuration is utilized, these costs are borne by the Customer and/or property Owner as part of installation of a new service.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 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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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 18 PUBLIC FIRE PROTECTION**

- A. An Incorporated City, town or village by ordinance or a Fire District by Resolution of its Board of Directors may order a new fire hydrant installed or an existing public fire hydrant relocated or removed within the boundaries of the city, town, village or fire district. Field location of such fire hydrants shall be specified by the Fire Chief of the city, town, village or Fire District or other designated official empowered to act on behalf of the city, town, village or fire district.
- B. The Company may refuse to accept orders for new hydrant installations, and relocation or removal of existing public fire hydrants which do not conform in general to the recommendations of the Insurance Services Office of Missouri which are appropriate for that insurance rating for which the city, town, village or fire district is at that time eligible, based upon all factors other than fire hydrants within said city, town, village or fire district.
- C. The Company may refuse to accept orders for installation of a new fire hydrants or the relocation of existing fire hydrants at locations where there is not an existing water main, 6" or larger in diameter except as provided by Ordinance 24965 in the Joplin Operations. 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.
- F. New fire hydrants installed under this tariff shall conform to the latest Company specifications and standards.
- G. When hydrants are used by an Incorporated city, town, village, fire district or other political entity or for fire drill, the fire hydrants shall be left in proper condition by the incorporated city, town, village or fire district to prevent freezing and other damages.

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727 Craig Road, St. Louis, MO 63141

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 18 PUBLIC FIRE PROTECTION (continued)**

**M. City of Joplin Operations - Per Franchise Ordinance 24965**

- i. All public fire hydrants shall be furnished and installed by the Company, at the cost of the city, municipality or fire protection district ordering the installation of same, and after installation will be maintained by and at the expense of the Company.
  - ii. When it is necessary or desirable to replace existing public fire hydrants, such hydrants shall be removed and the replacement hydrants furnished and installed only by the Company, and under the following terms and conditions:
    - a. At the cost and expense of the Company if the Company deems it uneconomical to repair the fire hydrant, provided that the need for replacement of the hydrant is not the result of an accident.
    - b. In all other cases, at the cost and expense of the city, municipality or fire protection district in which the hydrant is located. In the event of replacements due to accidents, the city, municipality or fire protection district shall only be billed the amount, if any, by which the replacement cost exceeds the amount received in settlement for the accident.
  - iii. All public fire hydrants within the city limits of Joplin shall become the property of the City of Joplin, however, the public fire hydrants shall be maintained by the Company. All public fire hydrants outside of the City Limits of Joplin shall become the property of the Company and shall be maintained by the Company.
- N. All public fire hydrants shall become the property of the Company and shall be maintained by the Company excluding the City of Joplin Operation.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 20 Private Fire Protection**

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A. Application for private fire protection service will be considered by the Company subject to the availability of water mains of sufficient size, and the furnishing of fire protection service shall be on the basis of pressure and volumes as may exist in the locality, which pressures and volumes are not guaranteed by the Company.

B. 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:

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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. 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 Customers needs and premise requirements, The Customer with approval from the Company may also choose between:

- 1) 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
- 2) a dedicated fire service line with detector check meter, which is separate from the domestic water service line.

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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.

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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 it's mains at the cost and expense of the Customer. The backflow assembly must be installed on the customer premises in an in-ground vault, above ground, or inside a building. The installation and operation of the backflow assembly must conform to the requirements of the Company and the Department of Natural Resources and shall remain the sole responsibility of the Customer for periodic inspections, testing and maintenance by the Customer. Should a Customer fail to have the backflow assembly inspected, tested or maintained, the Company will refuse to continue service to the premise until such time as the Customer complies with the Rules.

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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.

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727 Craig Road, St. Louis, MO 63141

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Original Sheet No. 48

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

E. All new sprinkler pipes and other private fire connection pipes shall be so placed as to be readily inspected. If the pipes are concealed on existing services or not readily identifiable, or if any authorized connections for other uses are in existence, meters shall be installed on each service at the expense of the Customer.

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The size of the private fire service connection shall be determined by the Company. ¶

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<#>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. ¶

¶

<#>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. ¶

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At the sole discretion of the Company one service pipe may be permitted for both Domestic and Private Fire service.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 20 Private Fire Protection (continued)**

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. At the sole discretion of the Company, the preferred method of private fire line installation that may be permitted would be a combination water service line for both Domestic and Private Fire service.

K. Any modifications to any existing service lines to retrofit a fire suppression system for either residential or commercial shall have written approval of the Company, Fire authority, and the division of plumbing having jurisdiction of the Premises to be served prior to modification and or installation of said fire suppression system.

L. 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.

M. Service connections for water to be taken for the extinguishment of fire shall be made only upon the terms as provided for in the "Application for Special Connection" for such service, a copy of which is available at the Company office, and then only after such application has been approved in writing by the Company designee, as well as by the Fire Protection Authority designee.

N. A valve controlling the entire supply, as approved by the Company, shall be placed either at the curb or at such other point as may be approved by the Company, and said valve shall be at the expense of the Customer, and any valve pit or vault which may be required will also be furnished by and at the expense of the Customer.

O. Where split services are used for both general and fire purposes, separate charges will be made for each type of service in accordance with the established schedule of rates.

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FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 1

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

## DEFINITIONS

### DEFINITIONS APPLICABLE TO THE FOLLOWING SECTIONS

- A. "Company". Missouri-American Water Company, acting through its officers, managers or other duly authorized employees or agents.
- B. "Customer". Any person, group of persons, firm, business, municipality, or other entity who has complied with all of the following.
- 1) Has applied for and has been accepted for water service, and
  - 2) Has assumed the obligation for payment of water service covered under one or more of the applicable rate schedules of the Company, and
  - 3) Is not in violation 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.
  - 4) If required, the Company has set a meter at the premises to be served, and
  - 5) Water has been turned on by the Company for a metered water service line, or, when a tap is made for a private fire protection service.

Developers who establish service in their name merely to collect a refund from a prearranged agreement are not considered to be a Customer.

- C. "Commission" or "PSC", means The Missouri Public Service Commission.
- D. "Bill". A written demand for payment for service and the taxes, franchise fees, and other charges related to it.
- E. "Billing Period". A normal usage period of not less than twenty-six (25) days or more than thirty-five (35) days for a monthly billed Customer or not less than eighty-five (85) days or more than one hundred (100) days for a quarterly billed customer, except for initial, corrected or final bills.
- F. "Commercial Service". Non-residential, non-Industrial business enterprises. It includes hospitals, churches, shopping centers, offices, restaurants and other commercial business establishments. At the Company's discretion, service may be provided to this class through one or more meters.
- G. "Complaint". An informal or formal complaint under 4 CSR 240-2.270.

\* Indicates new rate or text

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FORM NO. 13

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Original Sheet No. 2

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

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**DEFINITIONS**  
(continued)

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- H. "Delinquent Charge". A charge remaining unpaid by a monthly billed Customer at least twenty-one (21) days and by a quarterly billed Customer at least sixteen (16) days from the rendition of the bill by the Company.
- I. "Delinquent Date". The date stated on a bill, which shall be at least twenty-one (21) days for a monthly billed Customer, and at least sixteen (16) days for a quarterly billed Customer from the rendition of the bill after which the Company may assess an approved late payment charge in accordance with a Company tariff on file with the commission.
- J. "Denial of Service". The Company's refusal to commence service upon an applicant's request for service at a particular location.
- K. "Deposit". A money advance to the Company for the purpose of securing payment of delinquent charges, which might accrue to the Customer who made the advance.
- L. "Discontinuation of Service" or "Discontinuance" means a cessation of service not requested by a Customer.
- M. "Domestic Water Use" means personal, household, or general use, and does not include fire protection or industrial process use.
- N. "Due Date" means the date stated on a bill when a charge is considered due and payable.
- O. "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.
- P. "Guarantee". A written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer.
- Q. "In Dispute" or "Dispute". Any matter regarding a charge or service which is the subject of an unresolved inquiry.

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FORM NO. 13

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Original Sheet No. 3

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

- R. "Industrial Service". Service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries and similar establishments. At the Company's discretion, service may be provided to this class through one or more meters.
- S. "Late Payment Charge". An assessment on a delinquent charge in accordance with a Company tariff on file with the commission and in addition to the delinquent charge.
- T. "Other Public Authority Service". Federal, state, county, and local governmental entities and taxing authorities.
- U. "Payment Extension Agreement". A verbal agreement between the Company and the Customer extending payment for fifteen (15) days or less;
- V. "Rendition of a Bill". The mailing, electronic or hand delivery of a bill by the Company or its agents to a Customer.
- W. "Resale Service". The provision of or use of water service directly to an entity whose sole intended purpose is to resell the service to its Customers under their own rate structure.
- X. "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.
- Y. "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.
- Z. "Tariff". A schedule of rates, services and rules approved by the Missouri Public Service Commission.
- AA. "Termination of Service". A cessation of service requested by a Customer.

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FORM NO. 13

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Original Sheet No. 4

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

BB. "Utility Charges". The rates for utility service and other charges authorized by the Missouri Public Service Commission as an integral part of utility service.

CC. "Private Fire Protection Service". Fire protection other than public fire protection.

DD. "Premises". The word "premises" is the standard unit of service of the Company. A "premises" as used herein shall include the following:

- a. A building of one or more stories, owned or leased and occupied as a single residence and served by its own separate water meter, or
- b. Each individual internal living unit of a building with two or more units with common wall(s) where each living unit is served by its own separate water meter or a metered Master Water Service Line.
- c. A building of one or more stories, owned or leased and occupied as a single business and served through its own separate water meter or Master Water Service Line.
- d. A building of one or more stories, in which the inside space of the building is divided into separately owned units for occupancy, and where the building is served through its own separate water meter or a metered Master Water Service Line.
- e. Each individual internal living unit or occupied unit of a building of one or more stories, in which each such internal unit is separately owned, and where the party owning each separate unit also owns space on the ground floor of the building, and where each occupied unit is served through its own separate water meter or Master Water Service Line.
- f. Each divided component of a building of one or more stories, owned by one entity, in which the inside of the building is divided into rentable components for occupancy, and which is supplied through its own separate water meter or a metered Master Water Service Line.
- g. A public building of one or more stories, rented or owned, used as a town hall, school house, fire station, city hall, administration building, etc., served through its own separate water meter or a metered Master Water Service line.
- h. A contiguous group or combination of buildings owned or leased by a Customer and served by one or more connections.
- i. Each divided component of a building of one or more stories being used as a shopping center with each divided component served through its own separate water meter.
- j. A building supplied with a Private Fire Protection service line.
- k. A parcel of property, park, or playground, where an above ground building does not exist, but where a water meter is set to serve a yard hydrant, drinking fountain, etc.
- l. Private Fire Hydrant(s) only, served by public mains; a private fire protection service line, or a metered Master Water Service line.

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Original Sheet No. 5

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**DEFINITIONS**  
(continued)

**EE. "Customer's Service Line or Customer's Water Service Line"**

- a. For St. Louis County Operations only, that portion of the service line from and including the Corporation Stop at the Company owned main to the structures or premises to be supplied.
- b. For all other operations excluding the St. Louis County Operations, that portion of the service line from and including 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.
- c. If no meter box is present the Customer service line shall be that portion of the service line from the curb stop to the premises.
- d. If neither a meter box or a curb stop exists 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.
- e. For Jefferson City Operations Only – See Sheet 14N.

**FF. "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.

**GG. "Service Tap" or "Corporation Stop".** The physical connection between a Company-owned main and the service line.

**HH. "Company Service Line".** The line from the main to the Customer's Service Line. There is no Company Service Line in the St. Louis Operations.

**II. "Domestic Service Line".** A pipeline supplying water for all purposes other than fire protection.

**JJ. "Combination Water Service Line".** Supplies water for both domestic uses and for the extinguishment of fires through the same pipe. Shall be metered to measure all water usage through the water service line.

**KK. "Private Fire Service Line".** A pipe, with appurtenances, owned and maintained by the Customer, used to supply water from the main to a Customer's private fire protection system to be used exclusively for the extinguishing of fires in or on the property of the Customer.

**LL. "Master Water Service Line".** A pipe owned by the Customer, which is able to supply domestic and/or fire protection water to two or more buildings on a parcel of land with one ownership.

**MM. "Split Water Service Line".** A pipe, owned by the Customer, which first extends as a single line from the company main, including the tap, into a parcel of property and then splits into separate domestic and fire protection lines with separate meters.

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Original Sheet No. 8

Missouri-American Water Company  
Name of Issuing Corporation

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Community, Town or City

**DEFINITIONS**  
(continued)

NN. "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.

OO. "Stop Box/Curb Box". A hollow, cylindrical-type enclosure of a design acceptable to the Company, installed over, but not connected to, the stop cock, from ground level down to the stop cock, complete with proper removable lid, to provide access to the stop cock from ground level. Location to be within 3 feet of property line on public right of way or easement. If installed on a Master Water Service line, location shall be on private property in a location approved by the Company.

PP. "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.

QQ. "Meter". A device, owned by the Company, which measures the quantity of water which passes through a water service line supplying a premises.

RR. " 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.

SS. "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 Operations. In the St. Louis County operations area the meter setting shall be owned and maintained by the Customer.

TT. "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.

UU. "Backflow Device". A device owned by a party other than the Company which is installed to allow water to flow only in one direction, from the Company's distribution system into a premises. Can include a Detector Check Valve or a Reduced Pressure Zone (RPZ) Valve or other approved device.

VV. "Temporary Water service". Any water service for a duration of less than 30 days.

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Original Sheet No. 7

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

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**DEFINITIONS**  
(continued)

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WW. "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.

XX. "Interconnection". A physical connection, other than a cross-connection, between two public water supply systems.

YY. "Developer Lay". Water facilities installed by an entity other than the Company per agreement. Facilities are ultimately accepted into the Company's distribution system on the terms and conditions as stated in the contract as contributed property.

ZZ. "Dual Service Line". One service line that splits into two service lines serving two separate premises.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

Rule 1 GENERAL

- H. Payment of water bills shall be made by mail, at the office of the Company, at authorized sub pay stations, or by electronic funds transfer. Except for special cases, Company employees can receive payment of water bills only at the Company office.

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

The Company may serve a Customer on a cash only basis if more than one check or Returned Deposit Item of the Customer is returned NSF or any other valid return reason in a 12 month period. "Cash" shall be deemed to mean US currency, money order or certified check.

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.

All other parties not connected with the Company are strictly forbidden to turn the water on or off at the Corporation Stop or Stop Box valve or disconnect or remove any meter without permission of the Company.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 2 LIABILITY OF THE COMPANY**

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. The actual ownership of a minority of the service connections is indeterminate in several areas served by the Company. It is therefore the intent of these rules and regulations that the Company shall assume the responsibility and expense for maintenance of all service connections to the Customer's property line or the meter installation, whichever be the shorter distance to the main. When, in the opinion of the Company, such a service connection is in need of replacement, the Company shall make the replacement at its own expense. The Company will hold title to all service connections installed by the Company; however this section does not apply to the St. Louis County District.
- D. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's rules and regulations.
- E. 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.
- F. The Company reserves the right to discontinue water service in its mains at any time, without notice, for making repairs, extensions or alterations to the distribution system or station equipment. The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from discontinuance of service, nor shall the Company be liable for accidents or damages by reason of the breaking of any main, water pipe fixture or appliance whether owned by the Company or Customer.
- G. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss of damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and no other or greater, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, excess or deficiency in the pressure, volume, or supply of water, or for any other cause whatsoever.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 3 SERVICE CONNECTIONS (continued)**

- G. The Customer's Water Service Line must meet existing plumbing codes and local district Company specifications prior to a new service connection.
- H. In locations with Customer owned service lines the Company will approve the point to which the service connection will be made. In locations with Company owned service lines, Company will furnish and install the service line from the main to the meter box located at or near the Customer's property line.
- I. The Company's Water Service Line shall be installed by the Company at the expense of the Customer. The Customer's Water Service Line shall be installed by the Customer at that Customers expense. A Customer's Water Service Line shall not be used to supply more than a single Premises without the consent of the Company.
- J. For service at a new location, a replacement service, or additional service at an existing location, applicant shall pay, in advance, a service connection charge based on the average actual cost, such cost to be adjusted annually.
- 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 21 or to circumvent other applicable Water Service Line rules. Customers, however will be permitted to extend a Water Service Line into or across a driveway owned by the Customer, or into or across a street or roadway to connect to a water main installed within or immediately adjacent to that street or roadway to serve property fronting either side of that street. Water Service Lines must be located on property owned in fee by the owner of the premises to be served. A Water Service Line may not be located on an easement, with the exception of the portion of the line which enters Company's existing easement, to reach the main installed in that easement; and with the exception also of the situation where, in the Company's sole discretion, property ownership abutting the Company's water main is unobtainable and the proposed Water Service Line installation on an easement is in an area where water main extensions would serve no useful purpose for present or potential Customers.
- L. The Company may require the Customer to execute one of the following agreements before allowing a service connection: Master Water Service Agreement, Encumbrance Agreement, and/or Looped Multi-Feed Agreement.

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Missouri-American Water Company  
Name of Issuing Corporation

For

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Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

Rule 3 **SERVICE CONNECTIONS** (continued)

M. Waiver of Service Connection and matching of offers made by other water suppliers charges

Where the Company faces competition for business with other water suppliers, the Company may waive all or part of any service connection charges and/or match offers made by other water suppliers in order to effectively compete with offers made to developers and/or Customers by other water suppliers after requesting approval of the waiver from the Commission on a case-by-case basis and receiving an Order granting the waiver for good cause shown.

"Good cause" shall be shown where the Company has provided the Commission Staff with reasonable and adequate documentation that:

1. Bona fide competition exists between water suppliers for new Customers.
2. The addition of Customers for whom the waiver applies would not likely result in a positive revenue requirement.

N. For the Jefferson City Operations Only – The Company shall at its own expense, be responsible for the maintenance of all Service Connections, including the curb stop/valve and meter. The meter box/pit, the meter yoke and all other appurtenances in the meter pit/box shall remain the property of the Customer.

When in the opinion of the Company, the entire Service Connection is in need of replacement, the Company shall make the replacement at its own expense. Until such replacement is made, the entire Service Connection from the main to the Customer's premises shall be considered to be the property of the Customer.

Should a leak occur and the existing curb stop/valve or meter box/pit is not located on the property line, and it can not 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. If the leak is between the main and the newly installed curb stop the Company will assume responsibility for the maintenance and expense of the leak. 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.

The Company shall in no event be responsible for damage to persons or property cause by the location of, the condition of, or water escaping from, the Service Connection or Customer Water Service or any other pipe or fixture owned by the Customer and the Customer at all times shall comply with state and municipal regulations in reference thereto.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
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**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 5 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' 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 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.

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Original Sheet No. 17

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 5 INSIDE PIPING AND CUSTOMER WATER SERVICE (continued)**

- C. The Company reserves the right to inspect Customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof. Charges for inspection by Company personnel shall be in accordance with approved fees and service charges.
- D. Unless otherwise specified by local codes or ordinance when street main pressure exceeds 80 p.s.i., Customer shall install at his expense, an approved pressure reducing valve in the Customer Water Service Line near its entrance to the building to reduce the water pressure to 80 p.s.i. or lower except where the Customer Water Service Line supplies water directly to a water pressure booster system, an elevated water gravity tank, or to pumps provided in connection with a hydropneumatic or elevated gravity water supply tank system.
- E. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather. In locations with Customer owned meter boxes, the meter boxes must be properly installed free from water, mud, and debris at all times. The Company will make ordinary repairs to meters, but if meters are damaged through freezing, hot water backing up into the meter, or neglect of the Customer, the repairs will be assessed against the Customer and payment for such repairs will be enforced the same as bills for service.
- F. Customers at their own expense shall make all changes in their 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. Any 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, shall be performed by the Customer at their expense and risk. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so, may result in discontinuance of service.

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Original Sheet No. 18

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

Rule 6 **LIMITATIONS ON USE OF WATER**  
(Sprinkling, Emergencies, Etc.)

The Company is authorized to limit by special rules and orders, any unusual, unnecessary or wasteful use of water, or the sprinkling of fields, gardens, orchards, lawns, parks or club grounds, and may prohibit and prevent the flushing of streets, avenues, roads, and other public places.

Also, the Company is authorized to regulate or limit by special regulations or orders the filling of tanks, basins, swimming pools, etc., requiring large flows of water, where such use of water may affect service to other customers.

The Company may restrict or regulate the quantity of water used by Customers in case of scarcity or whenever an emergency affecting public health and welfare may require such restrictions.

The use of water for sprinkling or landscape watering may be restricted by the Company to alternate days to prevent excessive use and/or waste of water.

Enforcement of this Rule may be by the cooperation of local authorities to enforce local ordinances or may be by discontinuance of service.

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FORM NO. 13

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Original Sheet No. 21

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 7 CROSS CONNECTIONS (continued)**

**B. General Provisions**

1. Unprotected cross-connections with the public water supply are prohibited. The Company will refuse to give service to any premise having such connections until any and all such existing conditions are terminated, or are protected by an approved backflow prevention assembly. Should a Customer fail to have an approved backflow prevention assembly properly inspected, tested and maintained, the Company will refuse to continue service to the premises until such time as the Customer complies with the Rules.
2. This program is designed for containment protection of the distribution system and requires the water Customer to install, at the customer's expense, an approved backflow prevention assembly as close as possible to the meter, on the Customer's side, as practicable and before any branching occurs, with the exception of underground sprinkler systems and boilers where the assembly may be installed on the branch of the service line that specifically serves these systems. The installation of the backflow assembly will be required as a condition for continued service for existing customers and before a new service will be granted. The installation of all backflow prevention assemblies required by this program must be performed by a Qualified Backflow Assembly Installer.
3. This program applies to all commercial, industrial, and public authority facilities. Establishments that have only drinking fountains, and restrooms, having non-commercial type water using appliances may not be required to install a backflow prevention assembly at the discretion of the Company.
4. The Company will require backflow protection on residential Customers when the following conditions exist:
  - the premises has an auxiliary supply;
  - the premises has an underground sprinkler system;
  - the premises has a private fire protection system;
  - the premises has a reported history of cross connections being established or re-established;
  - the premises has permanently installed means of internally pressurizing the water supply (e.g. pressure booster, power shower, etc.)
  - a cross connection is specifically identified; or
  - due to proprietary or classified restrictions the company is not permitted to enter upon the premises to inspect plumbing and water using equipment.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 7 CROSS CONNECTIONS (continued)**

5. Wherever backflow protection is determined to be required on a water supply line entering a water Customer's premises, all such water supply lines from the Company's mains entering such premises, shall be protected by an approved backflow prevention assembly.
6. Temporary connections to the public water supply are prohibited unless authorized by the Company in writing. This includes the use of fire hydrants. If a temporary connection is permitted the proper metering and backflow prevention assembly, as approved by the Company, will be required. The backflow device shall be an RP, and it shall be tested each time it is placed into service.
7. **Fire Protection Systems**
  - a. All new fire protection systems connected to the Company's water supply shall be protected from back pressure and back siphonage by one of the following testable devices:
    - Double Check Detector assembly (DCDA).
    - Reduced Pressure Detector Assembly (RPDA).
  - b. Fire protection systems that contain antifreeze, fire retardant, or other chemicals must be equipped with an RPDA.
  - c. A RP may be used to isolate a branch line(s) of the fire service that contains chemicals, at the discretion of the Company. In this case, a DCDA may be installed as the containment assembly.
  - d. Existing fire protection systems must be equipped, at a minimum, with a double check valve assembly (DC) unless the system contains chemicals. In this case, the system must be equipped with an RP.
  - e. When an existing fire protection system equipped with a DC is extended or renovated, the system's backflow prevention device must be upgraded to a DCDA.

**C. Type of Protection Required**

The type of protection that shall be required to prevent backflow into the public potable water supply shall be commensurate with the degree of hazard (either actual or potential) that exists on the Customer's premises, and subject to the judgment of the Company.

**D. St. Louis County**

The St. Louis County Department of Public Wrks administers the cross connection control program in St. Louis County. Rule 7 applies in St. Louis County however the Company does not directly manage the CCC program.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE**

- A. The Customer shall notify the Company at least three (3) days in advance of the day termination is desired. The Customer shall remain responsible for all service used and the billing therefor until service is terminated pursuant to such notice.
- B. The Company may discontinue water service to a Customer for one or more of the following reasons:
- I. Nonpayment of an undisputed delinquent charge.
  - II. Failure to post a required deposit or guarantee.
  - III. Unauthorized interference, diversion or use of the Company service situated or delivered on or about the Customer's premises or supplied to a location other than the Customer's premises.
  - IV. Failure to comply with terms of a settlement agreement, or payment extension agreement, including payment arrangements.
  - V. Refusal after reasonable notice to permit inspection, maintenance, replacement or meter reading of Company equipment. If the Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
  - VI. Misrepresentation of identity in obtaining utility service.
  - VII. Violation of any other rules of the Company approved by the Commission which adversely affect the safety of the Customer or other persons or the integrity of the Company's system.
  - VIII. Non-payment of a sewer bill 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 procedure applicable to the customer's sewer service in lieu of notification required by these rules.
  - IX. As provided by local, state or federal law.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

Rule 9 **TERMINATION/DISCONTINUANCE OF WATER SERVICE** (continued)

- J. Company personnel shall identify themselves and announce the intention to disconnect service, or leave a conspicuous notice of the disconnect.
- K. The provisions of paragraphs (I) and (J) above may be waived if safety of Company personnel while at the premises is a consideration.
- L. 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.
- M. 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.
- N. 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 Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 9 TERMINATION/DISCONTINUANCE OF WATER SERVICE (continued)**

- O. The Company reserves the right to shut off the supply of water without notice for the following reasons:
- I. If a condition dangerous or hazardous to life, physical safety or property exists.
  - II. If the owner of any premises which is not in compliance with Rule 7 (CROSS CONNECTION), fails or refuses to break the connection after receiving notice to do so by the Company, service shall be discontinued by the Company, by the making of a definite break in the customer service connection until the premises is in compliance with Rule 7. The entire cost of the breaking and reconnecting of the service pipe shall be at the expense of the Customer.
  - III. Upon order by any court, the Commission or other duly authorized public authority.
  - IV. For molesting or tampering by the Customer or others with the knowledge of the Customer, with any meter, connection, service connections, curb cock, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
  - V. If fraudulent or unauthorized use of water is detected and the Company has reasonable grounds to believe the Customer is responsible for such use.
- P. The company shall deal with customers and handle customer accounts in accordance with the Public Service Commission's Utility Billing Practices, 4 CSR 240 - 13, and variances as approved by the Commission.

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Missouri-American Water Company  
Name of Issuing Corporation

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Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 14 SERVICE CHARGE**

- A. A service activation fee, as set forth in the approved tariff will be charged for a service connection during the Company's regular business hours. Services turned on at the request of the Customer outside of business hours will be charged at actual cost.
- B. A termination (turn-off) of an existing service will be made during the Company's regular business hours without charge. For all indoor meters, the Customer, or their authorized representative must be present at the time of termination.
- C. Company personnel will conduct necessary investigation for unusually high usages, checking meter readings, reasonable enforcement of these rules and regulations, or to satisfy Customer inquiries upon either Company instigation or Customer request. However, after making one (1) such special meter reading or investigation at the request and for the convenience of the Customer, any additional services of this nature performed for the Customer within 31 days for monthly read Customers and 92 days for quarterly read Customers shall constitute special services and the Company shall require a payment as shown on the applicable rate sheet.
- D. 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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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 15 METERS AND METER INSTALLATIONS**

- A. All permanent connections shall be metered. The Company's installed meter shall be the standard for measuring and/or billing water service.
- B. All meters shall be furnished, installed, maintained, and removed by the Company and shall remain its property. All meter setting installations shall be the responsibility of the Customer and upon acceptance will be deemed contributed property to the Company, at which time the Company will maintain the installation and it will remain the property of the Company; however where the water service line or any of its components are not owned by the Company, the meter alone and not the meter setting installation, is owned, installed, maintained, and removed by the Company and shall remain its property. No one who is not an agent of the Company shall be permitted to access, tamper or remove such property therewith.
- C. Unless Otherwise permitted by the Company, the size of the meter installed by the Company will not be greater than the smallest size of any portion of the water service line. The style and size of the meter(s) will be determined by the Company based on:
- 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.

Where the water service line is owned in its entirety by the Customer, the Customer must provide proper and approved connections and piping for installing the meter in the water service line, as well as an approved meter box/vault.

The meter installations shall also be at or near the property line, in front of the premises served unless the Company approves another location. In the cases where the location of the Company's main and the routing of the water service line prevents efficiently locating the meter box/vault at or near the property line, the meter location will be determined by the Company to facilitate proper and efficient meter reading.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 15 METERS AND METER INSTALLATIONS (continued)**

All meter installations must be protected from flooding, and constructed of materials acceptable to the Company. Also to minimize meter freezing problems and improve accessibility for meter reading all meter boxes, unless specifically allowed by the Company, must be located outside of paved or graveled areas, such as driveways, sidewalks, and parking lots, etc. In addition all meter installations must be kept clear of enclosures, vegetation or landscaped plantings that would inhibit accessibility for efficient meter reading and maintenance.

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

Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain, provided the meter is readily accessible, as determined by the Company, for servicing and reading, the meter space provided is located where the water service line enters the building, and a properly installed electrical ground wire is installed around the water meter. Meter space guidelines are based on meter size and will be provided to Customer by the Company upon request. It is the responsibility of the Customer to provide a location for the meter, which in the event of water discharge as a result of leakage from the meter or couplings will not result in damage. The Company's liability for damages to any and all property, caused by such leakage, shall in no event exceed the price of service to the affected premises for one average billing period in the preceding year. If the premises have not received service for one year, liability will not exceed the price of service to an average comparable customer for an average billing period. If a Customer refuses to provide a reasonable and an accessible location for a meter installation and servicing as determined by the Company, the Company will notify the Public Service Commission before ultimately refusing service or proceeding to discontinue service. Furthermore the Company may discontinue service, to an approved internal metering location, as provided in this rule if a Customer fails to cooperate with the Company to obtain an actual meter reading by not:

- 1) Providing access to the meter at the regularly scheduled reading time, as provided to the Customer, or
- 2) Requesting an appointment reading. The Company will, at a Customer's request, read the Customer's meter by appointment during regular business hours. Appointment for meter reading will not be scheduled outside of regular business hours described above, or
- 3) Permitting the installation of a remote meter reading attachment.

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

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Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 15 METERS AND METER INSTALLATIONS (continued)**

- F. All service to any one Customer at one building shall be furnished through a single metering installation. Where a building is occupied by more than one Customer, Company will set as many meters as there are separate applications for service, and will connect the meters to one service line under a Master Water Service Line Agreement. The Company's meters will be in a location approved by the Company. Where service is 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.

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

- G. The meters and meter installations furnished by the Company shall remain its property and the owners of premises wherein they are located shall be held responsible for their safekeeping and liable for any damage thereto resulting from the carelessness of said owner, his agent, or tenant. For failure to protect same against damage, the Company may refuse to supply water until the Company is paid for such damage. The amount of the charge shall be the cost of the meter and appurtenances (including applicable taxes and other incidental charges) and the labor cost necessary to make the meter change.

Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather and must keep the meter box/vault area free from water, mud, and debris at all times. The Company will make ordinary repairs and/or replacement to meters, but if meters are damaged through freezing or neglect of the Customer, the cost of repairs and/or replacement will be assessed against the Customer and payment for such repairs and/or replacement will be enforced the same as bills for service. The Customer will similarly be held responsible for preventable damage to any remote meter reading attachment. The Customer shall promptly notify the Company of any defect in, or damage to, the meter, its connections or housing.

- H. No person except an authorized employee of the Company, or other person duly authorized by the Company, shall make any connection to or disconnection from the water main of the Company, nor shall unauthorized individuals set, change, remove, interfere with, bypass, or make any connection to, the Company's meter or other property. The Customer shall be responsible for any violations of this rule and the consequences thereof. The Customer shall promptly notify the Company of any defects in, or damage to, the meter, its connections or housing as soon as it comes to their knowledge. The Company reserves the right to put seals on any water meter, or on its couplings, in and for any premises, and may discontinue water service if such seals are found broken or removed.

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Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 15 METERS AND METER INSTALLATIONS (continued)**

- I. Any change in the location of any existing service connection, meter or meter installation at the request of the Customer shall be made at the expense of the Customer.
- J. If additional meters are desired by the Customer and/or property Owner for showing subdivision of the supply within a premise, they shall be furnished, installed, operated, and maintained at the expense of said Customer and/or property Owner with written permission from the Company.
- K. Plumbing appurtenances, such as pressure reducing valves, auxiliary shutoff valves, gauges, backflow prevention devices, lawn sprinkler connections, etc., or any other construction shall not be located inside a meter box/vault containing the meter and shall not interfere with installation, removal operation, servicing or reading of the meter. Only those water service line or plumbing appurtenances of a design acceptable to the Company will be permitted to be installed in the meter box/vault.
- L. If fire flows are necessary (whether for a single premises or on a Master Water Service Line which is metered at its connection to the Company's main), the meter(s) must be capable of measuring a full range of flows required by the Customer (both domestic and fire flows) as necessary. The Company may choose between either a split service line configuration which uses a detector check meter(s) on the fire line and a meter suitable for the reasonably anticipated domestic usage requirements on the line not used for fire protection, or the Company may avoid the use of a split service configuration but then must utilize a meter designed for both domestic flows and fire flows, typically referred to as a "fire flow" meter.
- M. On a split service, the Company will provide all meters used, but the size of the meter installed on the domestic line will not be larger than necessary for the reasonably anticipated domestic usage requirements of the customer. If the "fire flow" meter alternative is required by the Company or is chosen by the Customer if not required by the Company, the Customer and/or property Owner must pay to the Company as a contribution-in-aid-of-construction, in consideration of a) the extraordinary cost of a "fire flow" meter, and b) fire flow potential demand, the difference between the actual cost of the "fire flow" meter and the costs of the meter(s) otherwise deemed appropriate by the Company for the split service line arrangement. The Company does not pay the cost of any required meter settings, boxes/vaults or related plumbing requirements, regardless of which service line configuration is utilized, these costs are borne by the Customer and/or property Owner as part of installation of a new service.

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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 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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Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 18 PUBLIC FIRE PROTECTION**

- A. An incorporated City, town or village by ordinance or a Fire District by Resolution of its Board of Directors may order a new fire hydrant installed or an existing public fire hydrant relocated or removed within the boundaries of the city, town, village or fire district. Field location of such fire hydrants shall be specified by the Fire Chief of the city, town, village or Fire District or other designated official empowered to act on behalf of the city, town, village or fire district.
- B. The Company may refuse to accept orders for new hydrant installations, and relocation or removal of existing public fire hydrants which do not conform in general to the recommendations of the Insurance Services Office of Missouri which are appropriate for that insurance rating for which the city, town, village or fire district is at that time eligible, based upon all factors other than fire hydrants within said city, town, village or fire district.
- C. The Company may refuse to accept orders for installation of a new fire hydrants or the relocation of existing fire hydrants at locations where there is not an existing water main, 6" or larger in diameter except as provided by Ordinance 24965 in the Joplin Operations. 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.
- F. New fire hydrants installed under this tariff shall conform to the latest Company specifications and standards.
- G. When hydrants are used by an incorporated city, town, village, fire district or other political entity or for fire drill, the fire hydrants shall be left in proper condition by the incorporated city, town, village or fire district to prevent freezing and other damages.

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Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 18 PUBLIC FIRE PROTECTION (continued)**

**M. City of Joplin Operations – Per Franchise Ordinance 24965**

- i. All public fire hydrants shall be furnished and installed by the Company, at the cost of the city, municipality or fire protection district ordering the installation of same, and after installation will be maintained by and at the expense of the Company.
- ii. When it is necessary or desirable to replace existing public fire hydrants, such hydrants shall be removed and the replacement hydrants furnished and installed only by the Company, and under the following terms and conditions:
  - a. At the cost and expense of the Company if the Company deems it uneconomical to repair the fire hydrant, provided that the need for replacement of the hydrant is not the result of an accident.
  - b. In all other cases, at the cost and expense of the city, municipality or fire protection district in which the hydrant is located. In the event of replacements due to accidents, the city, municipality or fire protection district shall only be billed the amount, if any, by which the replacement cost exceeds the amount received in settlement for the accident.
- iii. All public fire hydrants within the city limits of Joplin shall become the property of the City of Joplin, however, the public fire hydrants shall be maintained by the Company. All public fire hydrants outside of the City Limits of Joplin shall become the property of the Company and shall be maintained by the Company.

- N. All public fire hydrants shall become the property of the Company and shall be maintained by the Company excluding the City of Joplin Operation.

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Missouri-American Water Company  
Name of Issuing Corporation

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Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 20 Private Fire Protection**

- A. Application for private fire protection service will be considered by the Company subject to the availability of water mains of sufficient size, and the furnishing of fire protection service shall be on the basis of pressure and volumes as may exist in the locality, which pressures and volumes are not guaranteed by the Company.
- B. 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 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. 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 Customers needs and premise requirements, The Customer with approval from the Company may also choose between:

- 1) 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
  - 2) a dedicated fire service line with detector check meter, which is separate from the domestic water service line.
- 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 it's mains at the cost and expense of the Customer. The backflow assembly must be installed on the customer premises in an in-ground vault, above ground, or inside a building. The installation and operation of the backflow assembly must conform to the requirements of the Company and the Department of Natural Resources and shall remain the sole responsibility of the Customer for periodic inspections, testing and maintenance by the Customer. Should a Customer fail to have the backflow assembly inspected, tested or maintained, the Company will refuse to continue service to the premise until such time as the Customer complies with the Rules.
- 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.

\* Indicates new rate or text

+ Indicates change

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

FORM NO. 13

P.S.C MO NO. 9

Original Sheet No. 49

Missouri-American Water Company  
Name of Issuing Corporation

For

Missouri Service Area  
Community, Town or City

**Rules and Regulations Governing Rendering  
Of Water Service**

**Rule 20 Private Fire Protection (continued)**

- 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. At the sole discretion of the Company, the preferred method of private fire line installation that may be permitted would be a combination water service line for both Domestic and Private Fire service.
- K. Any modifications to any existing service lines to retrofit a fire suppression system for either residential or commercial shall have written approval of the Company, Fire authority, and the division of plumbing having jurisdiction of the Premises to be served prior to modification and or installation of said fire suppression system.
- L. 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.
- M. Service connections for water to be taken for the extinguishment of fire shall be made only upon the terms as provided for in the "Application for Special Connection"-for such service, a copy of which is available at the Company office, and then only after such application has been approved in writing by the Company designee, as well as by the Fire Protection Authority designee.
- N. A valve controlling the entire supply, as approved by the Company, shall be placed either at the curb or at such other point as may be approved by the Company, and said valve shall be at the expense of the Customer, and any valve pit or vault which may be required will also be furnished by and at the expense of the Customer.
- O. Where split services are used for both general and fire purposes, separate charges will be made for each type of service in accordance with the established schedule of rates.

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