

Name of Utility: Cedar Green Land Acquisition, LLC

Service Area: Camdenton, MO

Rules Governing Rendering of Sewer Service

INDEX

Sheet No.

- 1 Index
- 2 Map of Service Area
- 3 Legal Description of Service Area
- 6 Schedule of Rates
- 7 Schedule of Service Charges

Sheet No.	Rule No.	Rule Title
8	1.	Definitions
13	2.	General Matters
14	3.	Company Employees and Customer Relations
15	4.	Applications for Sewer Service
17	5.	Inside Piping and Customer Service Sewer
20	6.	Pressure Collecting Sewers
22	7.	Improper or Excessive Use
24	8.	Discontinuance of Service by Company
27	9.	Interruptions in Service
28	10.	Bills for Service
30	11.	Extension of Collecting Sewers

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ISSUED BY Gary F. Myers, President
Name and Title of Issuing Officer

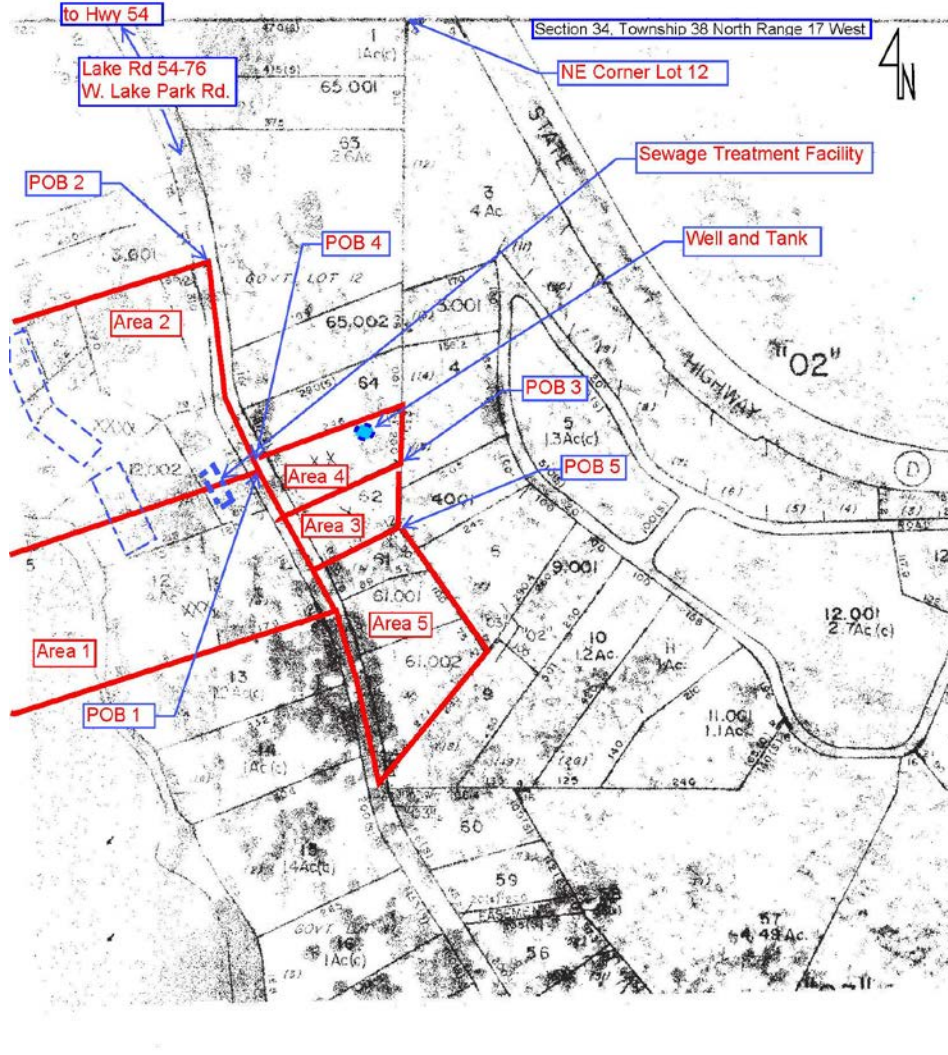
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Rules Governing Rendering of Sewer Service

Map of Service Area



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Rules Governing Rendering of Sewer Service

Legal Description of Service Area

Area 1 - (Condo buildings south) All that part of Lot 12 of Section 34, Township 38 North Range 17 West, described as follows: From the Northeast corner of said Lot 12, run West along the North line of said Lot 12, 501.2 feet to centerline of a county road; thence South 28 degrees 04 minutes East 173.5 feet; thence South 34 degrees 12 minute East 120.8 feet; thence South 17 degrees 34 minutes East 80.0 feet; thence South 11 degrees 10 minutes East 380.0 feet; thence South 25 degrees 06 minutes East 90.0 feet to the Southeast corner of Lewis Martin and Catherine Martin property for point of beginning; thence continue along said road South 27 degrees 36 minutes East 250.0 feet; thence leaving said road South 72 degrees 07 minutes West 958 feet more or less to the South line of said Lot 12; thence West along said South line 530 feet more or less to the right bank of the Big Niangua River; thence in a Northwesterly direction down South right bank to a point which bears South 72 degrees 07 minutes West from beginning point; thence North 72 degrees 07 minutes East 1340 feet, more or less, to the beginning point.

Area 2 – (Condo buildings north) All that part of Lot 12 in Section 34, Township 38 North, Range 17 West, described as follows: From the Northeast corner of said Lot 12 run West 501.2 feet to the centerline of the County Road; thence along said road South 23 degrees 34 minutes East 173.5 feet; thence South 34 degrees 12 minutes East 120.8 feet; thence South 17 degrees 34 minutes East 80.0 feet; thence South 11 degrees 10 minutes East 70 feet for the beginning point; thence continue along the road South 11 degrees 10 minutes East 310.0 feet; thence South 25 degrees 06 minutes East (deed= South 25 degrees 05 minutes East) 90.0 feet; thence leaving the road South 72 degrees 07 minutes West 1340 feet, more or less, to the right bank of the Niangua River; thence Northeasterly downstream along the river bank to a point South 72 degrees 07 minutes West (deed =South 72 degrees 08 minutes West) 960 feet, more or less, from the beginning point; thence North 72 degrees 07 minutes East 960 feet to the beginning point.

Area 3 – (Lot No. 62) That part of Lot 12 of Section 34, Township 38 North, Range 17 West, in Camden County, Missouri, described as follows: From the Northeast corner of said Lot 12, run South 1 degree 26 minutes West along the East line of said lot 12, 760.4

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Service Area: Camdenton, MO

Rules Governing Rendering of Sewer Service

feet to an iron pin for the point of beginning; thence continue South 1 degree 26 minutes West along said East line of Lot 12, a distance of 100.0 feet to an iron pin; thence leaving said East line of Lot 12 and run South 63 degrees 04 minutes West along the Southeasterly line of the Herbert Bertram property (South 62 degrees 24 minutes West= Deed) 151.2 feet to the centerline of the County Road; thence North 27 degrees 36 minutes West along the centerline of said County Road 100.0 feet; thence leaving said centerline of the County Road and run North 66 degrees 32 minutes East 201.3 feet to the point of beginning.

Area 4 – (Lot 63, well and tank) That part of Lot 12 of Section 34, Township 38 North, Range 17 West in Camden County, Missouri, described as follows: From the Northeast corner of said Lot 12 run West along the North line of said Lot 12, 501.2 feet to the centerline of the County Road; thence along said centerline of the County road as follows: South 28 degrees 04 minutes East 173.5 feet; thence South 34 degrees 12 minutes East 120.8 feet; thence South 17 degrees 34 minutes East 80.0 feet; thence South 11 degrees 10 minutes East 380.0 feet; thence South 25 degrees 06 minutes East 47.2 feet to the point of beginning; thence continue along said centerline South 25 degrees 06 minutes East 42.8 feet; thence South 27 degrees 36 minutes East 57.2 feet; thence leaving said centerline of the County Road and run North 66 degrees 32 minutes East 201.3 feet to an iron pin in the East line of said Lot 12; thence North 1 degree 26 minutes East along said East line a distance of 100.0 feet to an iron pin; thence leaving said East line and run South 68 degrees 38 minutes West 248.92 feet to the point of beginning.

Area 5 – Lots 61, 61.001 and 61.002) An area that includes Lots 2 and 3 of Amended Plat of Lot 55 of Westlake Subdivision, and parts of Lots 16 and 17 of Lowell's Lake View Subdivision in Camden County, Missouri, described as follows: From the Northeast corner of Lot 12 of Section 34, Township 38 North, Range 17 West, in Camden County, Missouri, run South 1 degree 26 minutes West along the East line of said lot 12, 760.4 feet to an iron pin; thence continue South 1 degree 26 minutes West along said East line of Lot 12, a distance of 100.0 feet to an iron pin for the point of beginning; thence leaving said East line of Lot 12 South 34 degrees 24 minutes East a distance of 248 feet; thence South 42 minutes 33 degrees West a distance of 255 feet more or less to the centerline of the County Road; thence northerly along the centerline

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Rules Governing Rendering of Sewer Service

of the County Road a distance of 351 feet more or less to the Southeasterly line of the Herbert Bertram property; thence run North 63 degrees 04 minutes East along the said Southeasterly line of the Herbert Bertram property 151.2 feet to the point of beginning.

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Sewer Service

Schedule of Rates

Availability – this rate is available to individual residential customers whether occupying the premises on a permanent or a part-time basis, and to Cedar Green Condominium Owners Association, Inc. or its successors or assigns, with members as owners of living units based on the number of occupied units whether occupied permanently or part time.

Bills shall be issued in advance.

Quarterly flat rate	\$142.65	Per Living Unit
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Rules Governing Rendering of
Sewer Service

Schedule of Service Charges

Late payment Charge- \$5.00 or 3% per month times the unpaid balance,
whichever is greater

New Service Connection costs, as applicable:

Inspection of New Service Connection Actual cost of contract work (Rule 5 B.)

Wye Branch, Tee Branch, or Saddle Actual cost of parts obtained from the
Company (Rule 5 K.)

Discontinuance of Service or Termination of Service
Actual cost of contract work – may include
labor, material, excavation equipment and
transportation as necessary (Rule 8 I.)

Service Charges pertaining to combined water and sewer billing shall apply only once,
rather than applying duplicate service charges for water service and for sewer service.

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Rule 1 Definitions

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities; two or more such entities may make one application for a sewer extension, and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- B. An "ASSOCIATION" is an organization consisting of members who are owners or renters of living units, which may be single-family structures or divisions of multi-family structures. If the Association is the Customer, then the owners or renters who are members of the Association are not considered to be the Company's Customers.
- C. "B.O.D" denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- D. "C.O.D" denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.
- E. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service wyes and saddles, which is owned and maintained by the Company, located on public property or on private easements,

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<p>and used to transport sewage waste from the Customer's service connection to the point of disposal. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including wyes, tees, and saddles, operated under pressure from pump units located on customers' premises and connected to the pipeline, and is sometimes referred to generically as a COLLECTING SEWER.</p> <p>F. The "COMPANY" is Cedar Green Land Acquisition, LLC, acting through its officers, managers, or other duly authorized employees or agents.</p> <p>G. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service. Owners of living units who are members of an Association that is a Customer are not considered to be the Company's Customers.</p> <p>H. The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates.</p> <p>I. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.</p> <p>J. "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or turn-off of water service by the water utility at the request of the Company.</p> <p>K. "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting</p> <p>* Indicates new rate or text + Indicates change</p>	

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Rules Governing Rendering of
Sewer Service

from normal household activities; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 7 - Improper Waste or Excessive Use.

- L. A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the foundation.
- M. "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- N. A "PUMP UNIT" is a self contained facility consisting generally of a tank and an electric pump and may include liquid level controls, an alarm, and check valves, which may either separate solid from liquid waste retaining the solid waste in the tank and pumping the liquid waste under pressure to collecting sewer pipelines, or may pump waste water including solids to a collecting sewer or a pressure collecting sewer. The PUMP UNIT is installed, owned and maintained by the Customer.
- O. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- P. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer. The Saddle shall be owned by the Company.
- Q. A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a wye branch or tee branch, or

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Sewer Service

the bell of a saddle placed on the barrel of the collecting sewer.

- R. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during periods of seasonal absence or turn-off. This Seasonal Customer definition does not apply to owners or renters of living units that are billed through any association.

- S. A "SERVICE SEWER" or "CUSTOMER'S SERVICE SEWER" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the collecting sewer, excluding service wyes, tees or saddles. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer.

- T. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.

- U. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.

- V. "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the Customer. Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the Company, and may

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Rules Governing Rendering of Sewer Service

include physical disconnection of the service sewer, termination or disconnection of water service by the water utility, or the Company's observation of non-occupancy of the unit served.

W. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, owned or leased. Each mobile home in a mobile home park, and each rental unit of a multi-tenant rental property are considered as separate Units for each single family or firm occupying same as a residence or place of business.

X. A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline, and to which the Customer's service sewer is connected.

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Sewer Service

Rule 2 General Matters

- A. Every Customer, upon signing an application for service or accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's rules governing rendering of service are set forth in the numbered sheets of this tariff. The rates applicable to appropriate class of service are set forth in rate schedules and constitute a part of this tariff.
- C. The Company reserves the right, subject to approval from the Missouri Public Service Commission, to prescribe additional rates or to alter existing rates or rules as it may deem necessary or proper.
- D. At the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these rules in accordance with the statutes of the State of Missouri and regulations of the Missouri Public Service Commission. Pre-existing facilities that do not conform with these rules may remain, if said facilities do not cause any service problems and reconstruction is impractical.
- E. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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Rule 3 Company Employees and Customer Relations

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

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Rule 4 Applications For Sewer Service

- A. A written application for service, signed by the Customer or Applicant, and accompanied by the appropriate fees as provided in the Schedule of Rates, the Schedule of Service Charges, Rule 11 - Extension of Collecting Sewers, and other information required by these rules, must be received from each Customer. Said application must be filed in writing twenty-four (24) hours in advance stating the street, house number, name of the applicant, name of the property owner, and the time at which connection is to be made. The Company shall have the right to refuse service for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for sewer service at any location within the Company's service area. In any case where a collecting sewer extension or unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for service specifying a reasonable period of time for the Company to provide the service. If the Customer is a tenant, the Company shall notify the owner of the property or owner's property manager or other agent that the owner or property manager may be responsible for payment of the sewer service bill associated with the application.

- B. A prospective Commercial or Industrial Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available. If a sewer extension as provided for in Rule 11 - Extension of Collecting Sewers will be necessary, or if the Customer will be required to own, operate, and maintain a pretreatment facility, the Customer will also be so advised.

- C. When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible by the Company, so that there will be a basis for sewer charges.

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Sewer Service

The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.

- D. The Company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.

- E. A new service connection shall be authorized when all conditions in Paragraphs A., B., C., and D., above, and Rule 5 – Inside Piping and Customer Service Sewer, regarding application, construction and inspection provisions, are met.

- F. No substantial addition to the water-using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.

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Sewer Service

Rule 5 Inside Piping And Customer Service Sewer

- A. The Customer or Applicant is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer. The Customer shall notify the Company prior to cleaning or repairing the service sewer.

- B. When a service sewer is to be connected to the collecting sewer, the Customer or plumbing contractor working for the Customer shall advise the Company twenty-four (24) hours in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. No backfill shall be placed until the work has been inspected by the Company. The Customer shall be responsible for the reasonable cost of inspection as provided for in the Schedule of Service Charges. In the event the Customer or the Customer's agent shall damage a wye branch, tee branch or saddle, or cause damage to the collecting sewer, then the Customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary.

- C. Plumbing specifications of all governmental agencies having jurisdiction, and the Company's rules, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.

- D. A separate and independent service sewer shall generally be required for every building. Exceptions are:
 - 1. When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer.

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<p>2. When two or more buildings are a part of a complex that cannot be subdivided.</p> <p>E. The service sewer shall be one of the following: ductile iron pipe, polyvinyl chloride pipe (PVC), ASTM specification or equal; or other suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.</p> <p>F. The size and slope of the service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch pipe shall not be less than one-eighth (1/8) inch per foot.</p> <p>G. Whenever possible, the service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall. The depth shall be sufficient to afford protection from frost. The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.</p> <p>H. Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.</p> <p>I. In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used.</p> <p style="margin-top: 20px;">* Indicates new rate or text + Indicates change</p>	

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Rules Governing Rendering of Sewer Service

J. All excavations required for the installation of a service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes.

K. The connection of the service sewer to the collecting sewer shall be made at the wye branch or tee branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve inch (12”) diameter or less and there is no properly located wye branch or tee branch at a suitable location, a wye branch or tee branch shall be installed by the Customer at a location specified by the Company. If the collecting sewer is greater than twelve inches (12”) in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The Customer shall furnish the wye branch, tee branch, or saddle, as necessary, and such parts shall become a part of the Company’s collecting sewer and owned by the Company after installation. Such parts may be obtained from the Company at the cost specified in the Schedule of Service Charges.

L. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.

M. Company personnel may not work on piping or facilities not owned by the Company unless authorized by the Customer.

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Service Area: Camdenton, MO

Rules Governing Rendering of Sewer Service

Rule 6. Pressure Collecting Sewers

- A. This rule applies to customers on pressure collecting sewers, and is not applicable to customers with gravity service sewers connected to collecting sewers. Other rules elsewhere herein not applicable specifically to gravity collecting sewers or gravity service sewers also apply, in addition to this rule.
- B. Any customer proposing to discharge domestic sewage, and to be connected to a pressure collecting sewer or requiring pumping to the collecting sewer, shall install at his own expense within the lot, a pump unit of suitable capacity. All pump units and components utilized in a pump unit must be approved by the Company prior to installation. Installation costs of the pump unit, electrical wiring and components and service sewers between the dwelling and the pump unit and Company's collecting sewers shall be the responsibility of the Customer. Electricity costs for pump operation shall be the responsibility of the Customer.
- C. The Company will locate the point to which the service connection to the collecting sewer will be made, and the Customer shall furnish materials for the connection. All taps to the pressure collecting sewer shall be done by the Customer, and subject to inspection by the Company. One connection shall not service more than one property.
- D. The pressurized portion of the service sewer shall be constructed of copper, ductile iron or PVC pressure pipe.
- E. A stop cock and a check valve shall be installed on the pressurized portion of the service sewer near the service connection. Said stop cock shall be in a location accessible to the Company so that it may be operated by either the Company or the Customer, and shall include a provision for locking by the Company. The stop cock will be furnished, owned and maintained by the Customer.

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Rules Governing Rendering of Sewer Service

- F. In addition to other methods outlined elsewhere within these Rules, specifically Rule 8, for discontinuance of sewer service, sewer service may be disconnected by the Company by locking the stop cock in the closed position. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of resuming service, in accordance with these Rules.
- G. The gravity service sewer from the building to the pump unit, the pump unit, and the pressurized portion of the service sewer from the pump unit to the collecting sewer shall be owned and maintained by the Customer.
- H. If a Customer does not timely undertake necessary repairs to a pump unit, and a failure of a pump unit is causing, or is reasonably expected to cause, a discharge of untreated sewage, then the Company may, at its option, discontinue sewer service as per Rule 8 – Discontinuance or Termination of Service, including exercising the provision of Rule 8F where thirty (30) day notice may be waived. Or, if practical, the Company may undertake repairs to the Customer’s pump unit and bill the Customer for reasonably incurred expenses for such repairs.

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Rules Governing Rendering of Sewer Service

Rule 7 – Improper Waste or Excessive Use

- A. The following requirements for the use of sewer service provided by the Company shall be observed. Violation of the requirements will result in the discontinuance of service to the Customer, and the Customer may be required to comply with paragraph B., below.
- B. In the event that the Customer to be served proposes to discharge an abnormally high volume or strength of waste, the Company may require:
 - 1. The Customer to install a pretreatment facility, grease trap or other device on the premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company.
 - 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge, that could require an enlargement of the Company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, in a form approved by the Missouri Public Service Commission with a rate applicable to the Customer to be included within this Schedule of Rates, Rules, and Regulations, that is fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
- C. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers.
- D. Except as may be provided in Rule B.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:

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Rules Governing Rendering of Sewer Service

1. Maximum temperature of 150 degrees Fahrenheit.
2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.).
3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
6. No garbage that has not been properly shredded.
7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.
8. No wastewater having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.
9. No wastewater containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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Rules Governing Rendering of Sewer Service

Rule 8 – Discontinuance or Termination of Service

A. The Company reserves the right of discontinuance of service for any of the following reasons:

- 1. For nonpayment of the sewer utility bill (see Rule 10); or
- 2. For unauthorized resale of sewer service; or
- 3. For an unauthorized service connection to the Company's collecting sewer; or
- 4. For failure to comply with these Rules.

B. Discontinuance of service may be accomplished, but not limited to, physical disconnection of the Customer's service sewer from the Company's collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished either by physical disconnection or by discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:

- 1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
- 2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.

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Rules Governing Rendering of Sewer Service

C. Discontinuance of service to a Customer for any reason as outlined in A., above, shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.

D. In the event of discontinuance of service by the Company for any reason as outlined in A., above, then any monies due the Company shall become immediately due and payable.

E. The Company reserves the right of discontinuance of service to a Customer, or to refuse service to any applicant or for any unit to reasonably protect itself against fraud or abuse.

F. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested, with a copy of the notice sent to the Public Service Commission and a copy to the property owner if different than the Customer and if known by the Company. Said notice shall state the reasons for discontinuance of service, the amount of money owed if for a past due bill including the amount of any service charges owed, and that service may be discontinued at any time after the expiration of the notice period, provided satisfactory arrangements for continuance of the service have not been made by the Customer. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Missouri Public Service Commission shall be notified immediately with a statement of the reasons for such discontinuance of service. If service is provided to a multi-tenant building or complex, the Company will make an effort to notify tenants by door hangers or other type of notice of the possibility of discontinuance of service.

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Rules Governing Rendering of
Sewer Service

- G. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.

- H. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.

- I. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by turnoff of water service to that unit. The method used for termination of service shall be determined by the Company.

- J. The cost of discontinuance or termination of service by turn-off of water service shall be as specified in the Schedule of Service Charges. If discontinuance or termination of service must be accomplished by physical disconnection of the service sewer then the cost shall be the actual cost incurred by the Company for labor, material, operation of excavation equipment, and transportation expense.

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Rules Governing Rendering of Sewer Service

Rule 9 Interruptions in Service

- A. The Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system.
- B. Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is practicable to do so. Every effort will be made to minimize limitation of service.
- C. No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.

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Rules Governing Rendering of
Sewer Service

Rule 10 Bills for Service

- A. The charges for sewer service shall be at the rates specified in this tariff, which is on file with the Missouri Public Service Commission and at the Company's office. The point of assumption of sewer service shall be at the service connection. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- B. A Customer who is or has been taking sewer service at one or more units connected to the collecting sewer shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- C. Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- D. Payments shall be made at the office of the Company or at a convenient location designated by the Company, or by mailing to the Company's mailing address.
- E. A separate bill shall be rendered for each Customer, with itemization of all sewer service charges. All bills for service shall state the due date. The Company shall render bills quarterly in advance.
- F. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.

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Rules Governing Rendering of Sewer Service

G. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of sixteen (16) days after rendition of the bill. Service may be discontinued after thirty (30) days written notice by certified mail return receipt requested from the Company as provided by Rule 8 - Discontinuance or Termination of Service, unless discontinuance of sewer service is accomplished by turn-off of water service and sewer billing is combined with water billing (see Rule 8 B. 1.). Delinquent bills are subject to a late charge as provided in the Schedule of Service Charges.

H. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum.

I. The owner of the property served will be held responsible for ultimate payment of a bill. If the customer is a tenant of rental property, copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property if the owner is known to the Company.

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Rules Governing Rendering of
Sewer Service

Rule 11 Extension Of Collecting Sewers

- A. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost , if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the company. The applicant may choose to have the company perform all work under the terms and conditions of Paragraph C, following, or have a private contractor perform the work under the terms and conditions of Paragraph D, following. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.

- B. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the company. If the company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the company.

- C. The company will extend collecting sewers for the applicant under the following terms and conditions:
 - 1. Upon receipt of written application for service as provided in Rule 4, Applications for Service, the company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, and the direct costs associated with supervision, engineering, permits, and bookkeeping.

 - 2. The applicant shall enter into a contract with the company for the installation of said extension and shall tender to the company the amount determined in Paragraph C (1) above. Applicable fees associated with New Service Connections as provided in the Schedule of Rates or the

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Rules Governing Rendering of Sewer Service

Schedule of Service Charges will become due after the costs incurred by the Company have been ascertained, as per Rule 5 B. and 5 K.

3. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.

D. When the applicant elects to construct an extension, the company will connect said extension to its existing collecting sewers under the following terms and conditions:

1. Applicant shall enter into a contract with the company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the company's rules. Plans for the extension shall be submitted to the company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the company. Applicant shall contribute said facilities to the company with a detailed accounting of the actual cost of construction, and contribute to the company the estimated reasonable cost of the company's inspection.

2. The company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.

3. Connection of the extension to existing company collecting sewers shall be made by, or under direct supervision of, the company or its representative.

4. The company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).

E. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:

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Rules Governing Rendering of Sewer Service	
<ol style="list-style-type: none"> 1. For a single-family residential applicant applying for service in a platted subdivision, the company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded. 2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet. 3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1. <p>F. Refunds of contributions shall be made to the original applicant as follows:</p> <ol style="list-style-type: none"> 1. Should the actual cost of an extension constructed by the company under Paragraph C, or actual costs for inspection by the company under Paragraph D, above, be less than the estimated cost, the company shall refund the difference as soon as the actual cost has been ascertained. 2. During the first ten years after the extension is completed, the company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with Paragraph E above. 3. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid. 4. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity. <p>* Indicates new rate or text + Indicates change</p>	

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Rules Governing Rendering of Sewer Service

- G. Any extension made under this rule shall be and remain the property of the company in consideration of its perpetual upkeep and maintenance.
- H. The company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

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