

FOR – Noel, Cedar Hills Estates, Crestwood Acres  
High Ridge Manor, Hillshine Community,  
Lakewood Hills, Town of Scotsdale, Warren  
Woods Subdivision, Timber Creek, Holiday Hills,  
Lake St. Clair.

Liberty Utilities (Missouri Water) LLC  
d/b/a Liberty Utilities or Liberty  
Name of Issuing Corporation

Community, Town or City

ADOPTION NOTICE

Liberty Utilities (Missouri Water) LLC sometimes does business under the fictitious (trade) names of Liberty Utilities or Liberty. Liberty Utilities (Missouri Water) LLC d/b/a Liberty Utilities or Liberty hereby adopts, ratifies and makes its own, in every respect, all tariffs filed with the Public Service Commission, State of Missouri, by or adopted by Liberty Utilities (Missouri Water) LLC currently on file with and approved by the Commission.

FILED  
Missouri Public  
Service Commission  
WN-2021-0042; YW-2021-0071

Liberty Utilities (Missouri Water) LLC  
d/b/a Liberty Utilities or Liberty

FOR - Noel, Cedar Hills Estates, Crestview Acres  
High Ridge Manor, Hillshine Community,  
Lakewood Hills, Town of Scotsdale, Warren  
Woods Subdivision, Timber Creek, Holiday Hills,  
Lake St. Clair

RULES GOVERNING RENDERING OF  
WATER SERVICE

LIBERTY UTILITIES (MISSOURI WATER) LLC  
D/B/A LIBERTY UTILITIES or LIBERTY

SCHEDULE OF RATES, RULES AND REGULATIONS  
AND CONDITIONS OF SERVICE  
GOVERNING THE PROVISION AND TAKING OF WATER SERVICE

DATE OF ISSUE: August 17, 2020  
Month Day Year

DATE EFFECTIVE: ~~September 16, 2020~~ October 16, 2020  
Month Day Year

ISSUED BY: Sheri Richard Director, Rates and Regulatory Affairs Joplin, MO  
Name of Officer Title Address

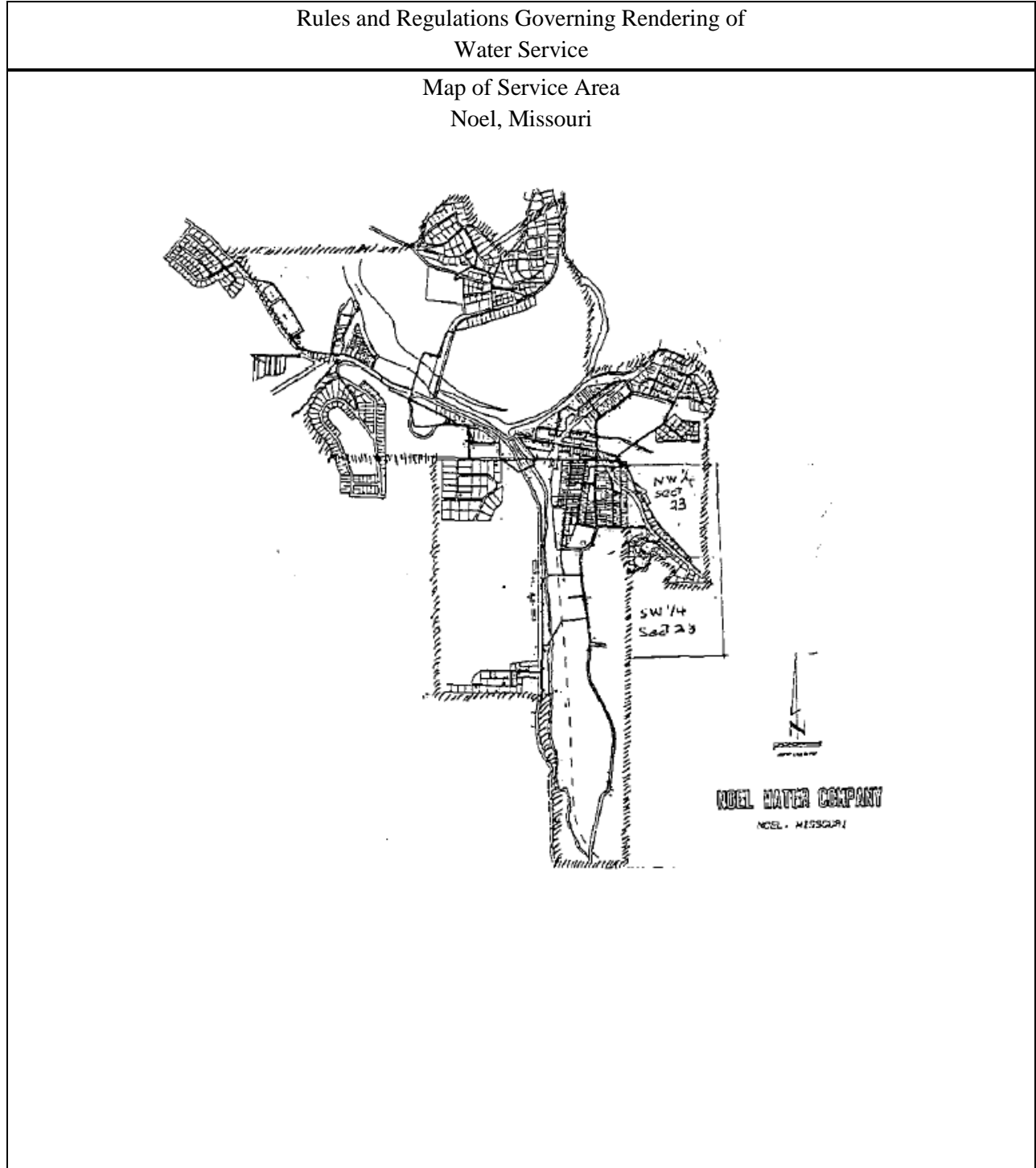
FILED  
Missouri Public  
Service Commission  
WN-2021-0042; YW-2021-0034

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Missouri Service Area

Rules and Regulations Governing Rendering of	
Water Service	
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DATE OF ISSUE August 27, 2019                              DATE EFFECTIVE October 1, 2019  
Month Day Year    Month Day Year  
ISSUED BY Sheri Richard                              Director Rates and Regulatory Affairs                              602 S. Joplin Ave Joplin, MO  
name of officer    title    address

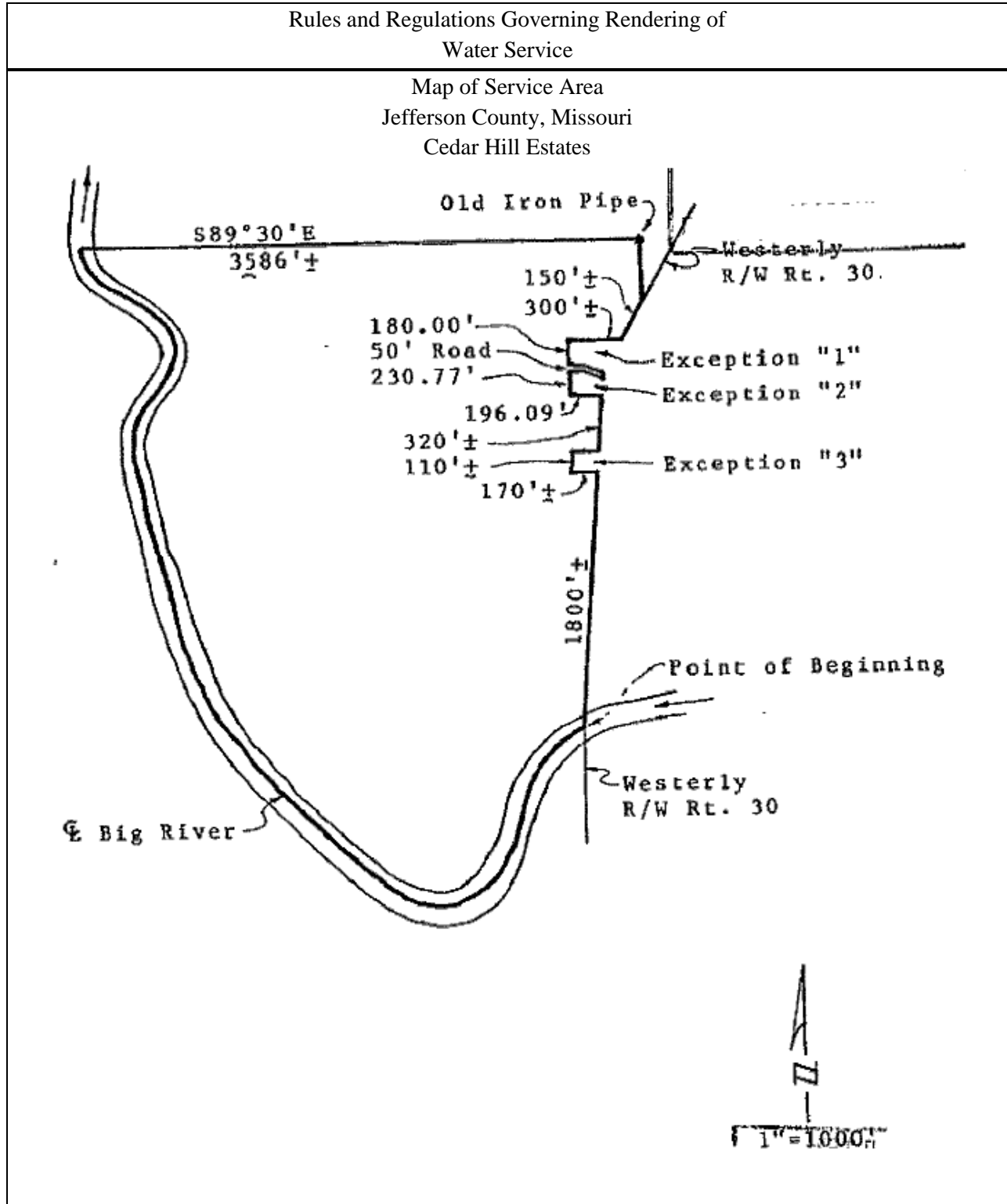
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Noel, Missouri



DATE OF ISSUE November 8, 2018  
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 ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
 name of officer title

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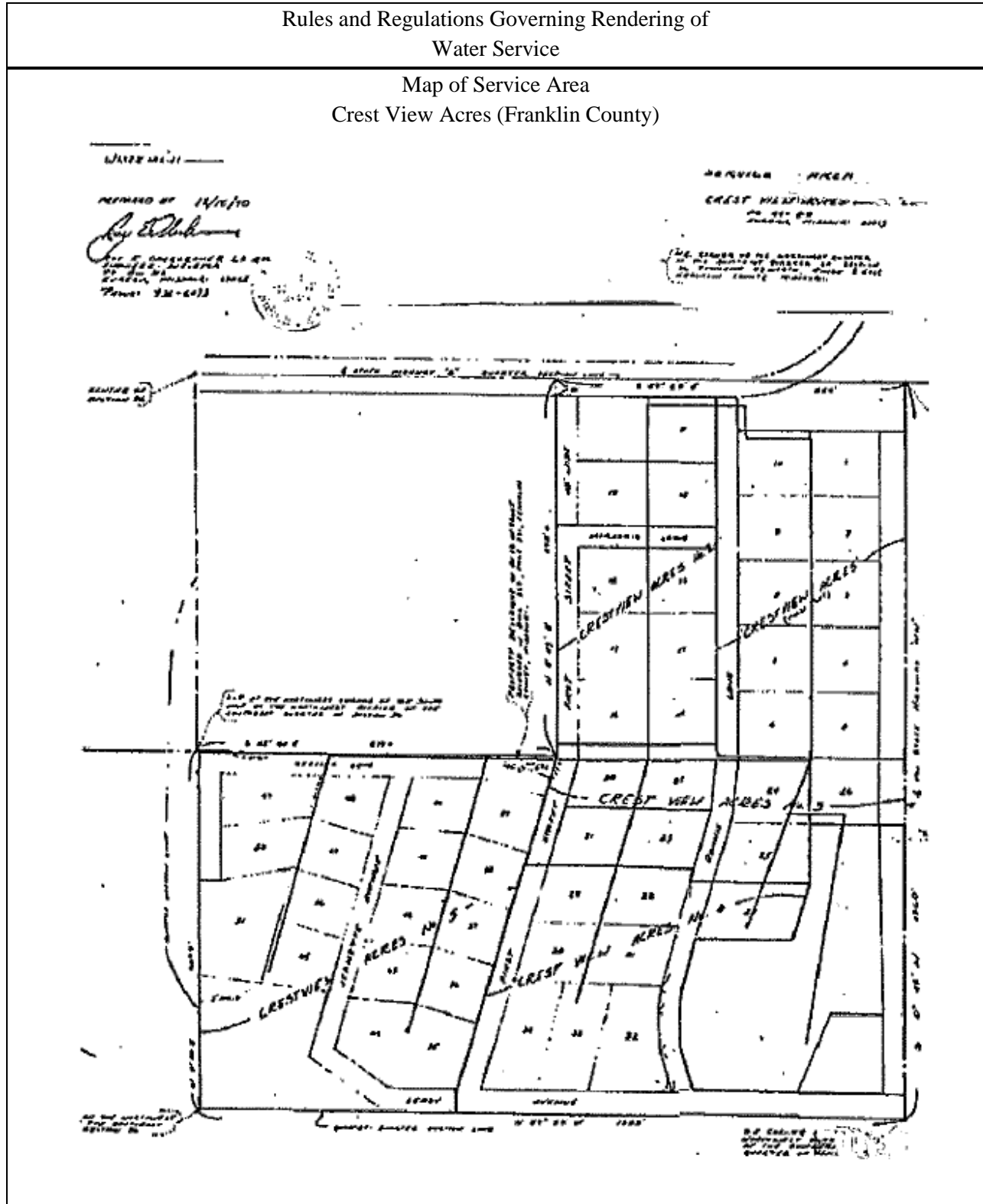
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
 Service Area: Cedar Hill Estates Jefferson County, Missouri



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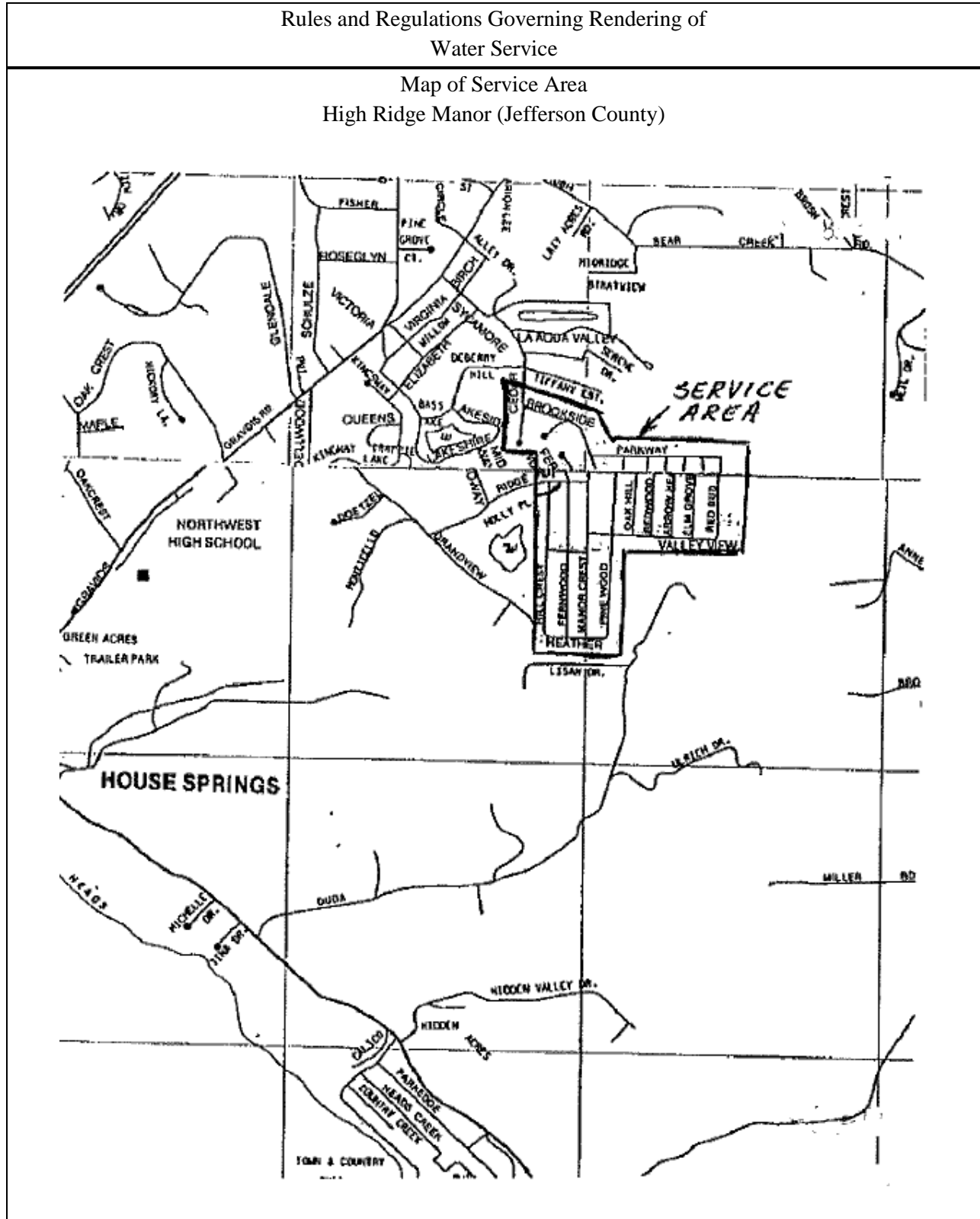
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Crest View Acres Franklin County, Missouri.



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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: High Ridge Manor Jefferson County, Missouri



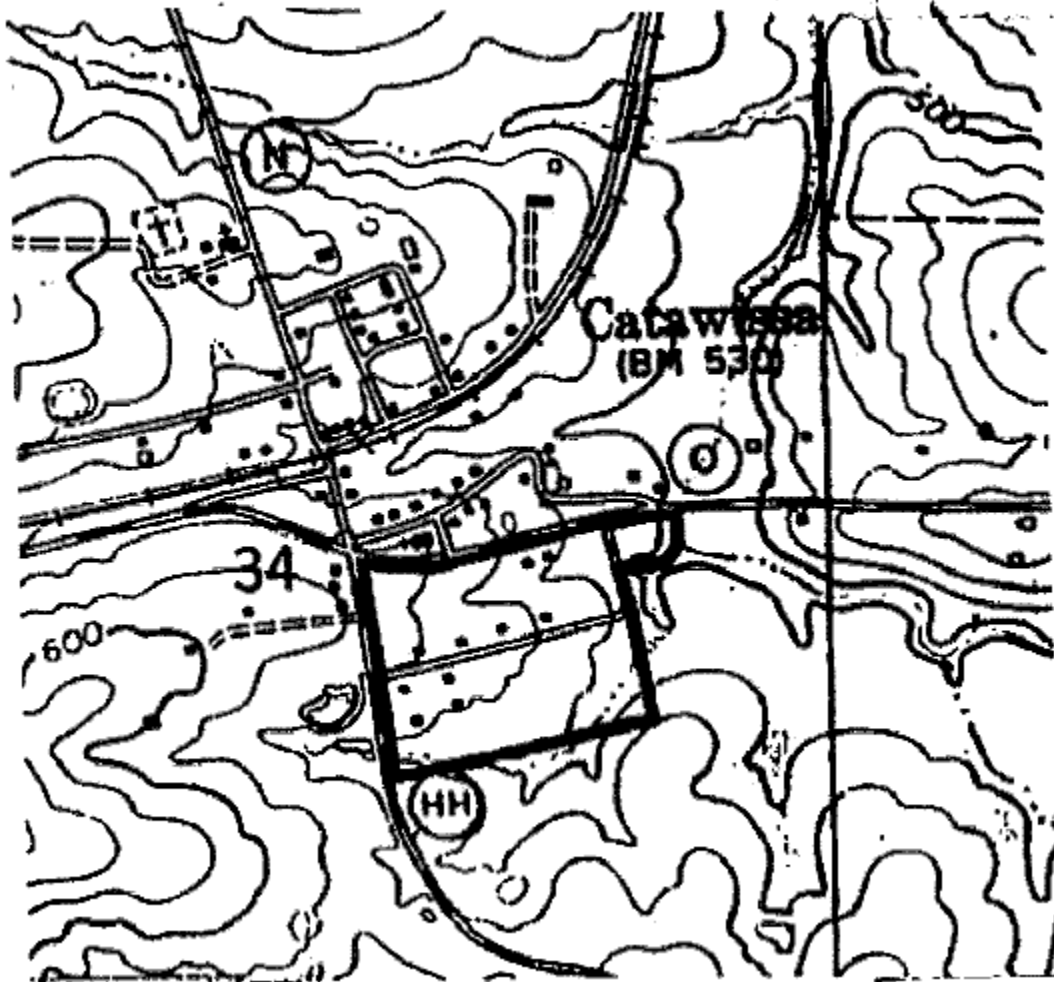
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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Hillshine Community Franklin County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Map of Service Area  
Hillshine Community (Franklin County)

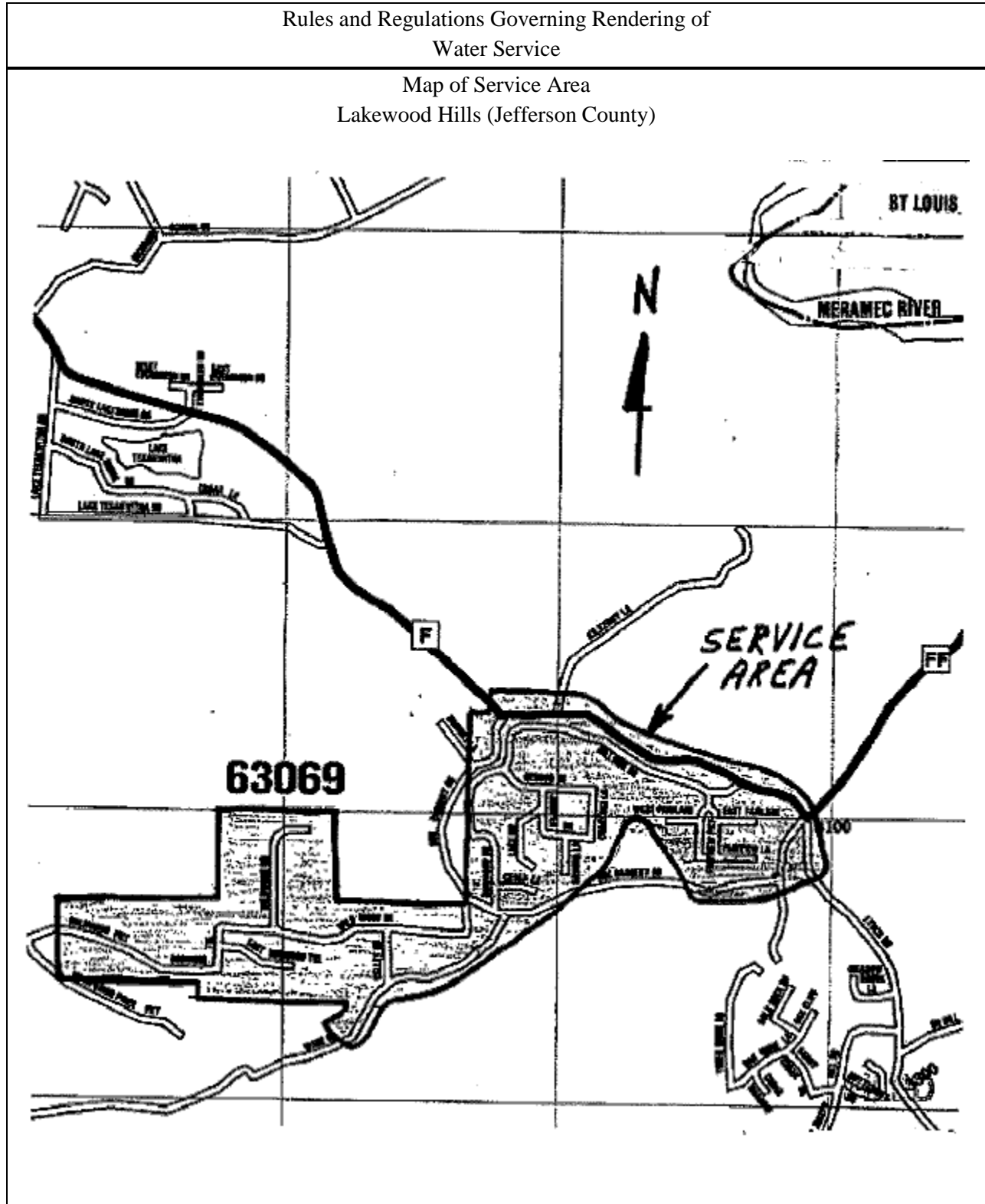


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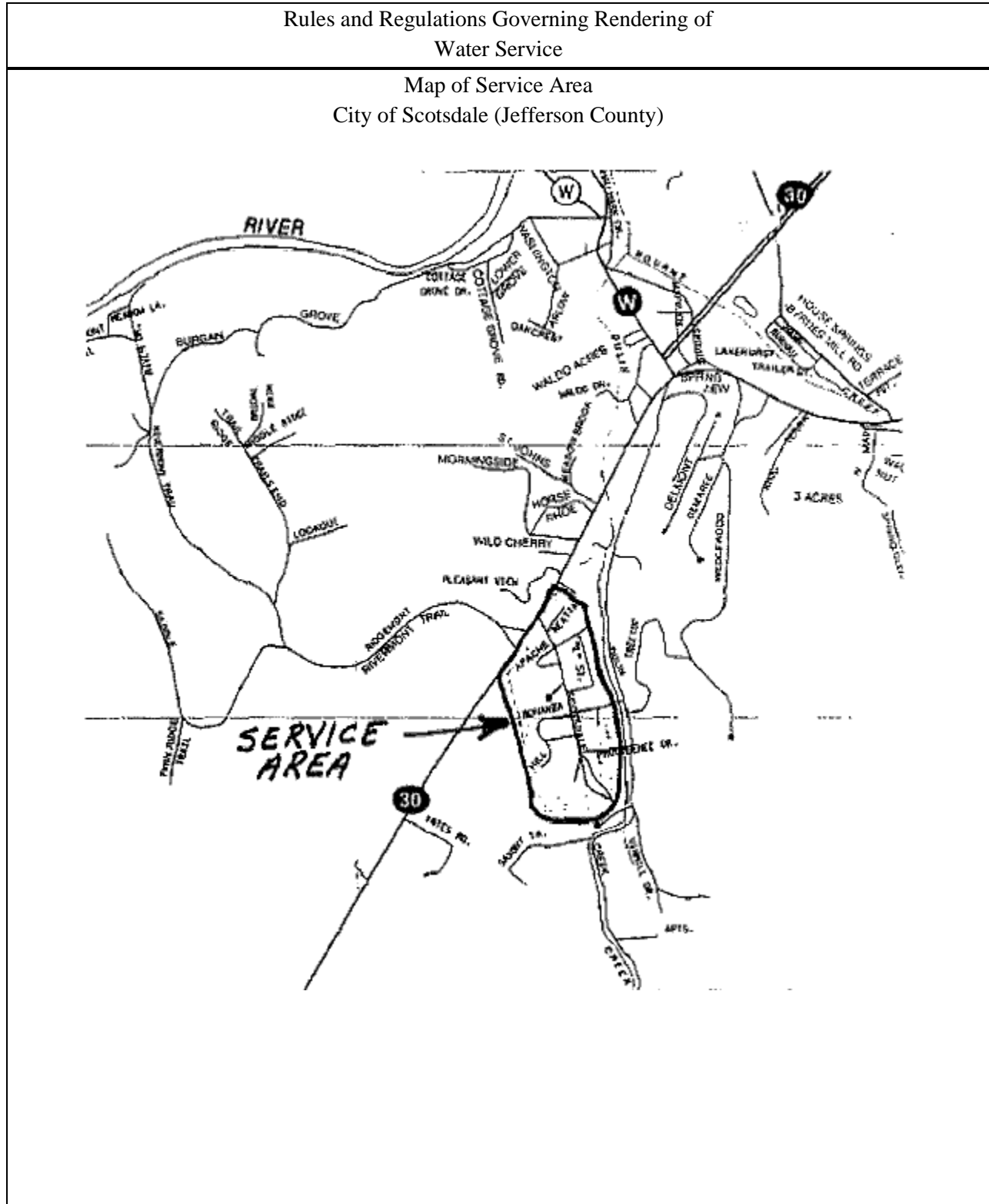
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Lakewood Hills Jefferson County, Missouri



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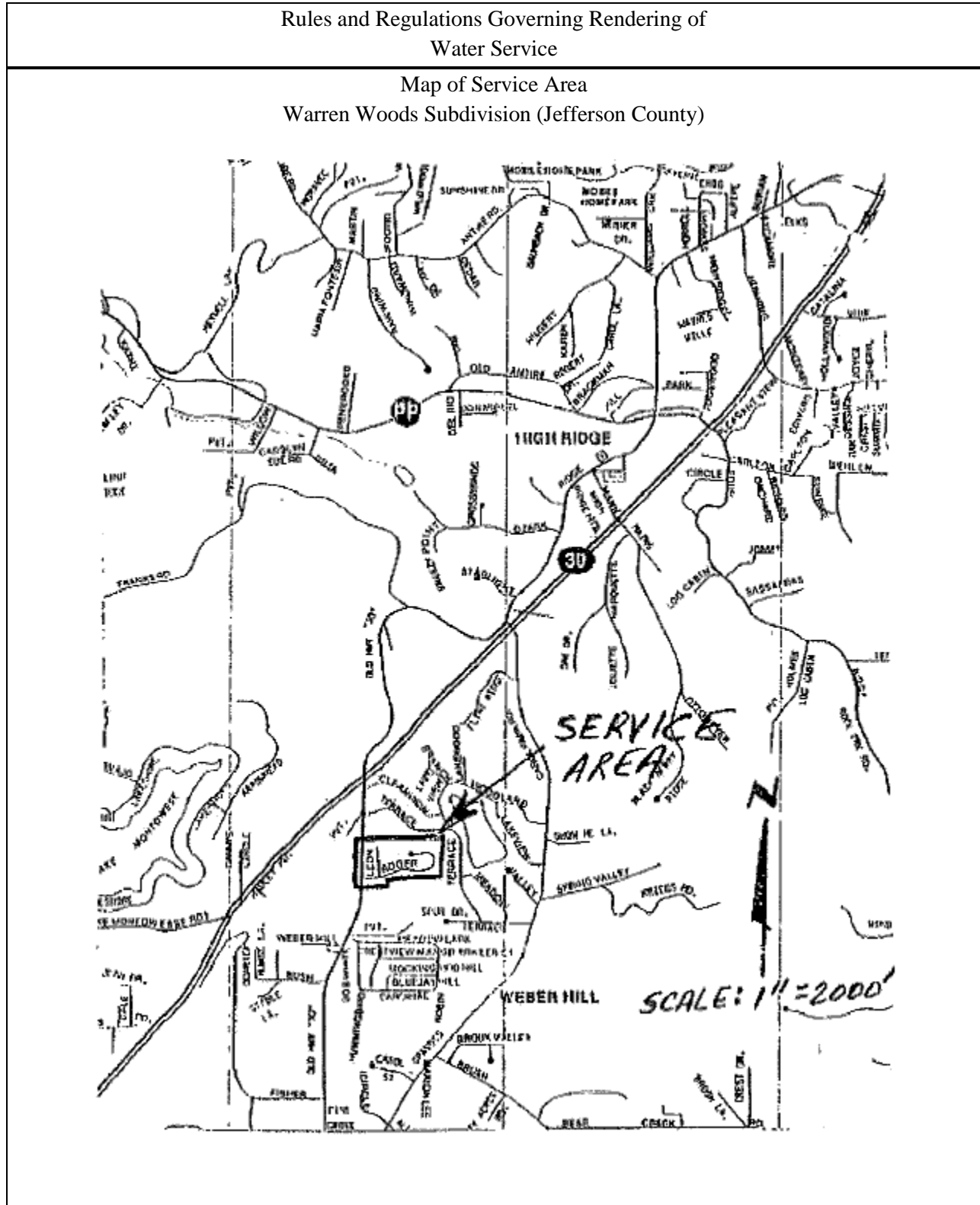
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: City of Scotsdale Jefferson County, Missouri



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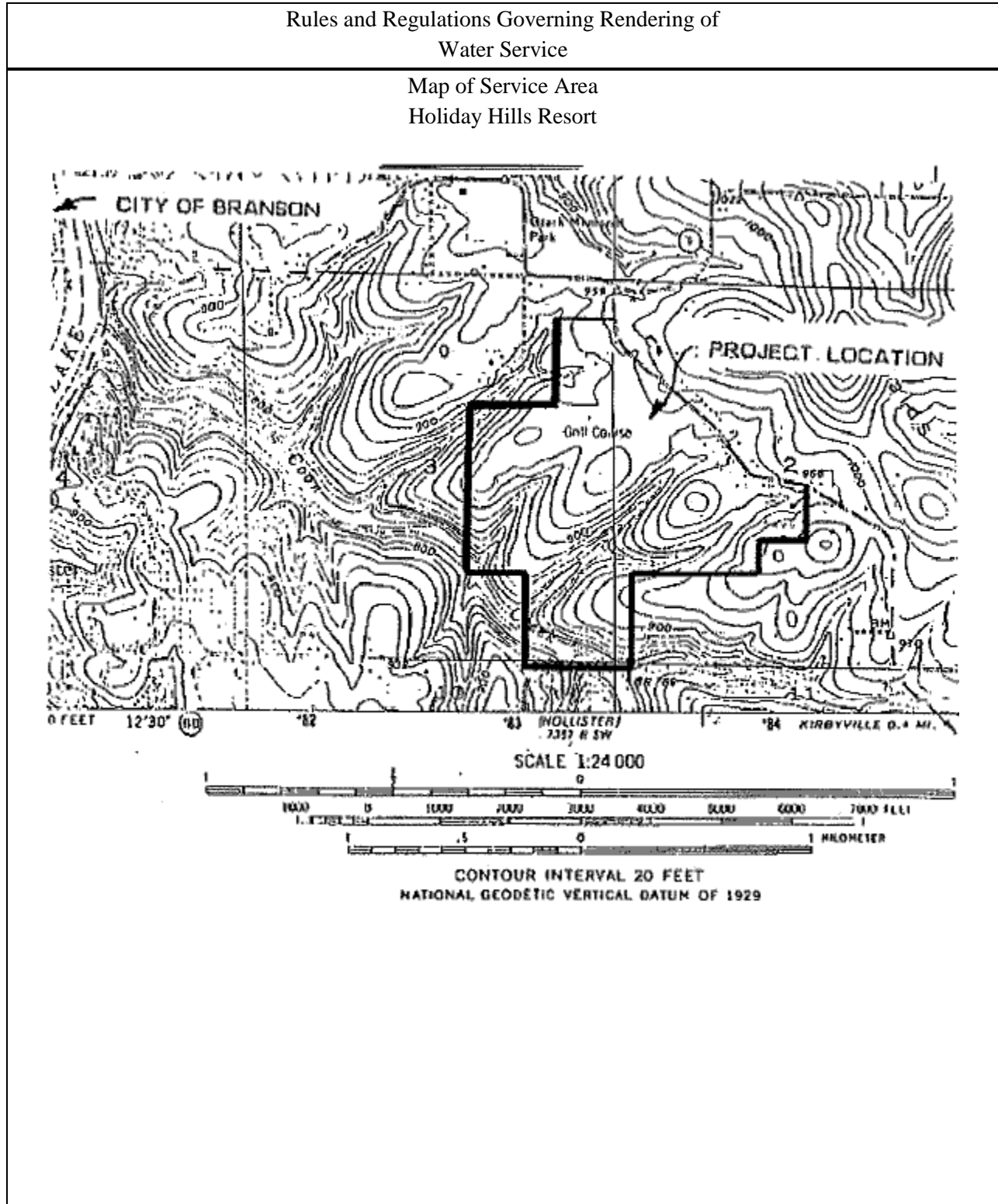
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Warren Woods Subdivision Jefferson County, Missouri



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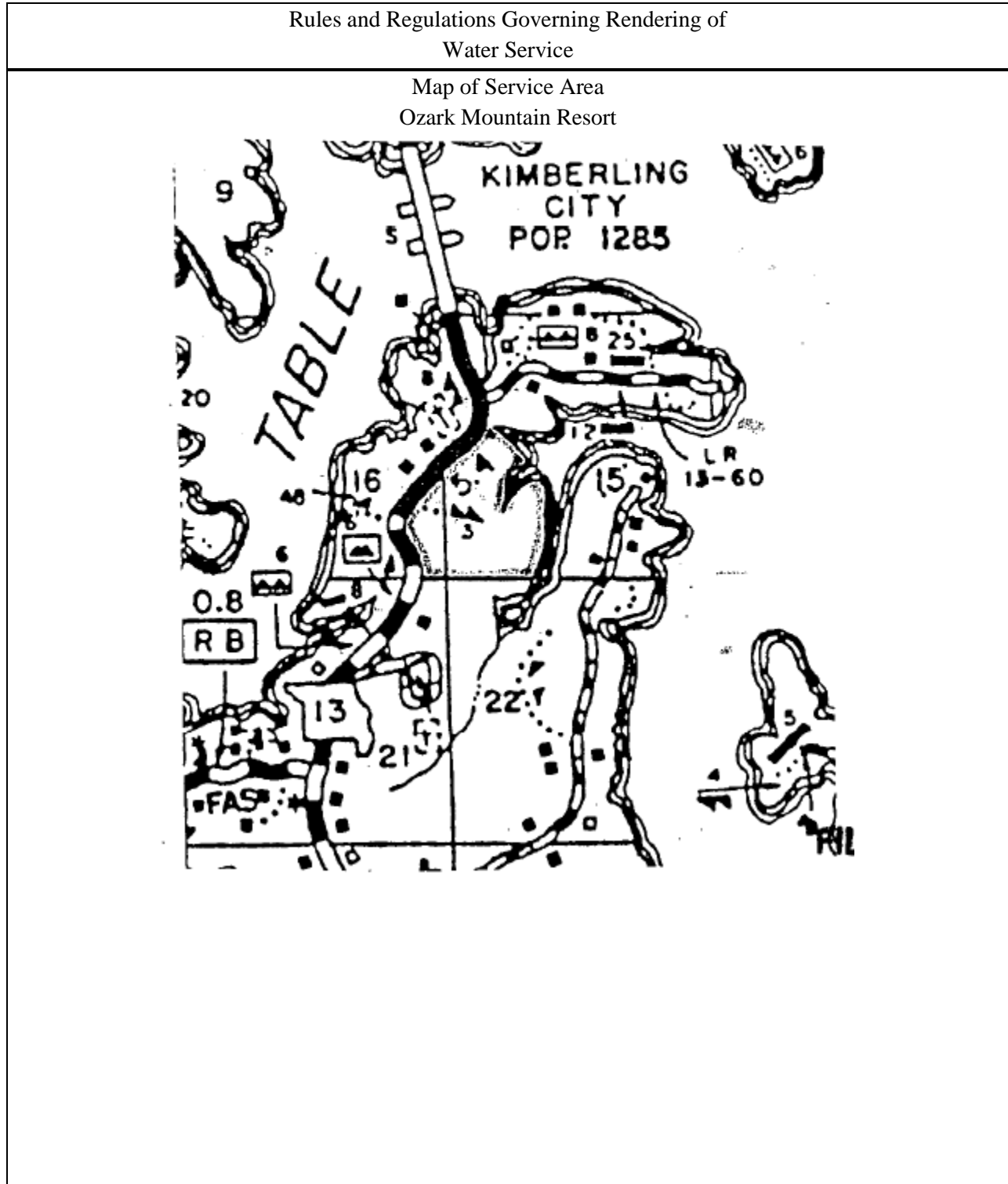
Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Holiday Hills Resort Taney County, Missouri



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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Ozark Mountain Resort Stone County, Missouri



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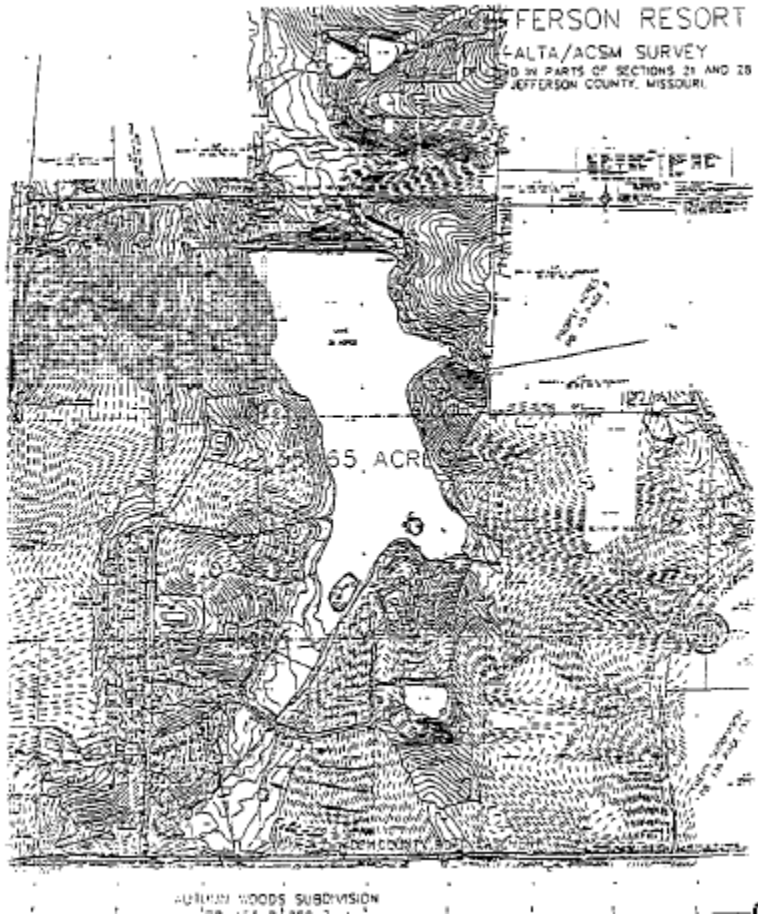
DATE EFFECTIVE December 8, 2018  
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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Timber Creek Resort Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

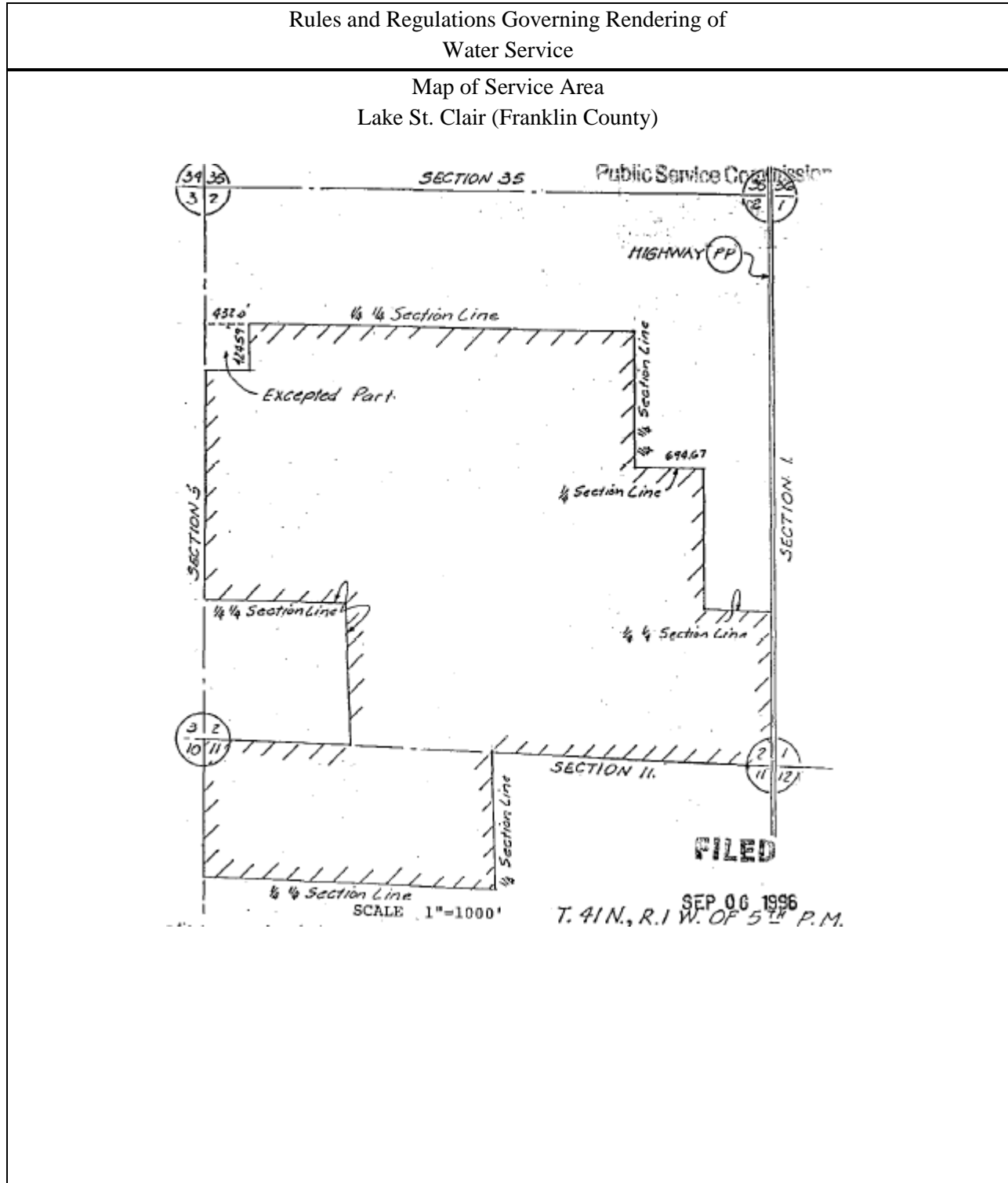
Map of Service Area  
Timber Creek Resort



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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Lake St. Clair Franklin County, Missouri



DATE OF ISSUE August 27, 2019  
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 ISSUED BY Sheri Richard Director Rates and Regulatory Affairs  
 name of officer title

DATE EFFECTIVE October 1, 2019  
 Month Day Year  
 602 S. Joplin Ave Joplin, MO  
 address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Noel, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

The Company is authorized to own, maintain and operate a waterworks system in the City of Noel, Missouri, as the corporate limits of the same may change from time to time, and in the area adjacent to the City of Noel in McDonald County, Missouri, more particularly described as follows:

- (A) All of Lots 29, 30 and 31 in Block 1 of Kistler and Davis Addition to Noel, Missouri; and
- (B) All of Lots 29, 30, 31, 32, 33, 34, 35 and 36, and that part of Lots 25, 27 and 28 lying North and East of State Highway P, in Block 2 of Kistler and Davis Addition to Noel, MO; and
- (C) All of Lots 5, 6, 9 and 10 in Block 6 of Kistler and Davis Addition to Noel, MO; and
- (D) All of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 in McMillen Heights Subdivision in the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 23, Township 21, Range 33; and
- (E) All of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 23, Township 21, Range 33, lying North and East of State Highway P.
- (F) All of the Northwest Quarter (NW ¼) of Section 23, Township 21, Range 33, exclusive of McMillen Heights Subdivision and EXCEPTING the three following described tracts:
  - (1) Beginning at a point where the South Right-of-way line of State Highway P intersects with the West line of said Section 23, thence South along said Section line to intersection with the North Right-of-way line of Davis Avenue, thence East along said North Right-of-way of Davis Avenue to intersection with said State Highway P, then Northwesterly along and with the West or South Right-of-way line of said Highway to the point of beginning; and
  - (2) Beginning at the southeast corner of Lot 22 in Block 1 of Kistler and Davis Addition to Noel, thence South 50°5' East a distance of 142 feet, thence North 30° East a distance of 50 feet, thence North 16°15' West a distance of 110 feet, thence North 25° West a distance of 184 feet to the East line of said Kistler and Davis Addition, thence South along said East line of said Addition a distance of 280 feet more or less to the point of beginning; and
  - (3) Beginning at an iron pin at the northwest corner of Lot 1 in McMillen Subdivision, thence North 23°15' East a distance of 63 feet 2 inches to an iron pin--the point of beginning: thence North 16°15' West a distance of 130 feet, thence North 22° West a distance of 60 feet, thence North 73° East a distance of 50 feet, thence South 35° East a distance of 64 feet to an iron pin, thence South 41° East (along road) a distance of 212 feet to an iron pin, thence South 54°15' East a distance of 35 feet to an iron pin, thence South 48° West a distance of 35 feet, thence South 31°30' East a distance of 80 feet, thence South 27°45' East a distance of 160 feet, thence South 61°30' West a distance of 90 feet to the Easterly Right-of-way of Otis Drive, thence northwesterly along the said Right-of-way of Otis Drive a distance of 381 feet more or less to the point of beginning.

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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Cedar Hill Estates Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

An area in Jefferson County, Missouri, more fully described as follows:

Beginning at a point on the westerly right-of-way line of Missouri Route 30 and the centerline of Big River, which point is situated in fractional section 26, Township 42 North, Range 3 East; thence along the meanders of said centerline in a downstream direction to its intersection with a line which bears south 89 degrees 30 minutes east to an old iron pipe; thence south 89 degrees 30 minutes east along said line a distance of 3586 feet, more or less, to the said old iron pipe which marks the northeast corner of Lot 8 of Sherikie Forrest Subdivision, Block 2, as recorded in Book 35, Page 15 of the land records of Jefferson County and being within U.S. Survey 359, Township 42 North, Range 3 East; thence from said old iron pipe south 0 degrees 30 minutes west a distance of 400 feet, more or less, to the westerly right-of-way line of Missouri Route 30; thence southerly along said right-of-way line to the point of beginning. Less an excepting therefrom the following described tracts:

- (1) A tract conveyed to Sieveking, Inc. recorded in Book 469, Page 731, of the said land records.
- (2) Lots 5 and 6 of Block A of Cedar Hill Estates, as recorded in Plat Book 65, Page 4 of the said land records.
- (3) Lot 10 of Block A of Cedar Hill Estates, as recorded in Plat Book 65, Page 4 of the said land records.

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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Crest View Acres Franklin County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

A tract of land being part of the Northwest quarter of the Southeast quarter of Section 36, Township 43 North, Range 2 East, in Franklin County, Missouri, and more particularly described as follows:

Beginning at the Northeast corner of the Northwest quarter of Southeast quarter of Section 36; thence South 0 degrees 45 minutes west along the quarter-quarter section line 1,360 feet, more or less, to the Southeast corner of the Northwest quarter of the Southeast quarter of Section 36; thence along the quarter-quarter section line North 89 degrees 20 minutes West, 1,333 feet, more or less, to the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36; thence along the quarter section line North 0 degrees 50 minutes East 669.9 feet to an O.I.P. at the Northwest corner of the South half of the Northwest quarter of the Southeast quarter of Section 36, as shown on Plat of "CREST VIEW ACRES No. 5"; thence South 88 degrees 40 minutes East, 679 feet, more or less, to the West line of First Street as recorded on Plat of "CREST VIEW ACRES No. 2"; thence North 0 degrees 45 minutes East, 690 feet, more or less to the quarter section line; thence along said quarter section line South 89 degrees 20 minutes East, 654 feet, more or less to the point of beginning, and containing 31 acres, more or less.

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address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: High Ridge Manor Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

RECORDED IN PLAT BOOK 26 PAGE 8 OF THE JEFFERSON COUNTY RECORDER OF DEEDS

The Northwest quarter of the Southeast quarter, and a part of the East half of the Southwest quarter, and a part of the Southeast quarter of the Northwest quarter, of Section 35, Township 43 North, Range 4 East, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section, thence North 89 degrees 56 minutes 30 seconds West along the South line of said Section, a distance of 995.28 feet to the Southeast corner of Lot 2 of Land O' Lakes Subdivision No. 4 as platted and established, thence North 0 degrees 03 minutes 39 seconds West along the East line of Land O' Lakes distance of Subdivision Nos. 4, 5, and No. 2 as platted and established, a distance of 2,649.06 to the Northeast corner of Lot 33 of Land O' Lakes Subdivision No. 2 as platted and established, thence South 89 degrees 30 minutes West along the North line of said Lot 33 a distance of 401.96 feet to the Northwest corner of said Lot 33, thence North 0 degrees 16 minutes West along the East line of part of Lot 19, Land O' Lakes Subdivision No. 2 and the East line of Lots 18 and 17, Land O' Lakes Subdivision No. 1, a distance of 532.40 feet to the Northeast corner of Lot 17, Land O' Lakes Subdivision No. 1, as platted and established, thence North 89 degrees 44 minutes East, a distance of 50.00 feet, thence North 0 degrees 16 minutes West a distance of 134.42 feet, thence South 37 degrees 56 minutes 50 seconds East, a distance of 158.29 feet, thence South 75 degrees 37 minutes 40 seconds East a distance of 825.14 feet, thence South 13 degrees 24 minutes 10 seconds East, a distance of 350.91 feet to a point on the East and West centerline of said Section 35, thence North 89 degrees 20 minutes 50 seconds East along the centerline of said Section 35, a distance of 1,728.98 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 35, thence South 0 degrees 23 minutes 35 seconds East along the East line of said quarter-quarter Section, a distance of 1,323.23 feet to the Southeast corner of said quarter-quarter Section, thence South 89 degrees 20 minutes 29 seconds West along the South line of said quarter-quarter Section, a distance of 1,372.97 feet to the Southwest corner of said quarter-quarter Section, thence South 0 degrees 39 minutes 10 seconds East along the North and South centerline of said Section 35, a distance of 1,323.36 feet to the point of beginning, containing 111.84 acres.

Also: Thirty-four hundredths (0.34) of an acre, being part of Tract 3 of The William C. Weber Farm in Sections 34 and 35, Township 43 North, Range 4 East plat of which is recorded in plat book 20, at page 21 of the Jefferson County Land Records, described as follows:

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ISSUED BY	<u>Jill Schwartz</u>	<u>Senior Manager Rates and Regulatory Affairs</u>	<u>602 S. Joplin Ave Joplin, MO</u>
	name of officer	title	address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: High Ridge Manor Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Beginning at an iron pin in the east boundary line of said Tract Three (3), and marking an the Northwest corner of Southeast quarter of the Northwest quarter of Section 35; proceed thence with the east boundary line of said Tract 3 North 0 degrees 35 minutes West 163.76 feet to the Southeast corner of a tract of land conveyed by Julie Weber to Eugene Skiles and wife, by deed dated October 12, 1959, recorded in book 291 at page 153 of the aforesaid records; thence with the southern boundary line of said Skiles tract South 89 degrees 19 minutes West 153.18 feet to the Southwest corner of said Skiles tract; thence South 38 degrees 30 minutes East 181.97 feet to a point in the East line of said Tract 3; thence North 0 degrees 25 minutes West 32.39 feet to the place of beginning.

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address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Hillshine Community Franklin County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

The following described area located in Franklin County, Missouri (at Catawissa) and part of the North 1/2 of the Southeast 1/4 of Section 34, Range 2 East, Township 43 North. The area contained in a line beginning at Highway O and Meadow Drive North intersection, thence generally west on Highway O, 1190 feet to Highway HH, thence south on Highway HH approximately 500 feet to the intersection of Meadow Drive West and Highway HH, and thence continuing south on Highway HH another 465 feet, thence North 79 degrees 25 minutes east for 1240 feet, thence generally north 510 feet intersecting Meadow Drive, thence continuing generally north on Meadow Drive North to the point of beginning at the intersection of Highway O and Meadow Drive North; and also including the Catawissa Union Protestant Church located north of Highway O near the intersection of Highways O, N, and HH.

And also including: Part of the South half of the Southeast Quarter of Section 34, Township 43 north, Range 2 East of the 5th P.M., more fully described as follows:

Beginning at a point in the East line of Meadow Drive, which is South 14 degrees 15 minutes East 20 feet and North 75 degrees 45 minutes East 50 feet from the Northeast corner of Lot 20 of Sunshine Acres Subdivision, thence North 75 degrees 45 minutes east to a point in the corner of a creek, thence following the centerline of said creek in a Northeastwardly direction to the intersection with the South line of Missouri Highway O, thence Westwardly on the South line of Missouri Highway O to its intersection with the east line of Meadow Drive, thence Southeastwardly on the East line of Meadow Drive to the point of beginning.

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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
 Service Area: Lakewood Hills Jefferson County, Missouri

Rules and Regulations Governing Rendering of Water Service
<u>Legal Description of Service Area</u>
<p>All that part of the South ½ of Section 28, part of the North ½, and the Northwest ¼ of the Southwest ¼ in Section 33, and part of the South ½, and part of the Southeast ¼ of Section 32 all in Township 43 North, Range 3 East described as follows:</p> <p style="margin-left: 40px;">Beginning at an old stone marking the center of Section 32; thence North 89 degrees 29 minutes West with the quarter section line 675 feet; thence South 0 degrees 01 minute East 675.20 feet; thence South 89 degrees 30 minutes East 330.00 feet; thence South 0 degrees 01 minute East 330.00 feet; thence South 89 degrees 30 minutes East 1342.40 feet to a point; thence continuing South 89 degrees 30 minutes East to the intersection with the center line of Labarque Creek; thence with the center line of Labarque Creek in a Northeasterly direction to its intersection with the East-West quarter section line of Section 33; thence North 89 degrees 44 minutes West with said quarter section line to its intersection with the center line of Wade County Road; thence with the center of said County Road as follows: North 41 degrees 24 minutes East 52.93 feet, North 30 degrees 41 minutes East 320.73 feet, North 0 degrees 14 minutes East 24.4 feet, North 77 degrees 48 minutes East 217.39 feet, South 88 degrees 00 minutes East 175.76 feet, North 71 degrees 56 minutes East 108.45 feet, North 58 degrees 08 minutes East 209.50 feet, North 66 degrees 50 minutes East 170.89 feet, North 65 degrees 56 minutes East 298.37 feet, North 74 degrees 58 minutes East 184.68 feet and North 70 degrees 49 minutes East 113.60 feet; thence departing from said County Road North 18 degrees 53 minutes West 526.85 feet; thence North 44 degrees 46 minutes East 119.00 feet; thence North 14 degrees 43 minutes West 572.00 feet; thence South 70 degrees 00 minutes East 77.00 feet; thence South 41 degrees 20 minutes East 341.05 feet; thence South 47 degrees 00 minutes East 432.0 feet; thence South 15 degrees East 479.55 feet to the center of Wade County Road; thence with said County Road as follows: South 56 degrees 56 minutes East 105.04 feet; South 75 degrees 09 minutes East 210.15 feet; South 80 degrees 24 minutes East 364.00 feet; South 88 degrees 03 minutes East 131.09 feet; North 61 degrees 05 minutes East 194.66 feet; North 80 degrees 56 minutes East 131.98 feet; North 73 degrees 58 minutes East 168.20 feet; and North 84 degrees 38 minutes East 67.21 feet; thence departing from said County Road North 508.60 feet; thence North 89 degrees 58 minutes West 115.00 feet; thence North 18 degrees 15 minutes East 713.77 feet to the approximate center line of State Highway F; thence Westward with the approximate center of said State Highway 4,024.58 feet to the Northward extension of the center of the "Doc Sargent" County Road, from which point the Northwest corner of Section 33, Township 43 North, Range 3 East, bears South 74 degrees 25 minutes West 1,153.60 feet distant; thence departing from the center of said State Highway F and running with the center of said County Road as follows: South 4 degrees 35 minutes West 135.33 feet, South 21 degrees 28 minutes West 121.95 feet; and South 11 degrees 45 minutes West 61.06 feet to the North line of Section 33; thence South 89 degrees 54 minutes West with the North line of said Section 376.88 feet to an old stone marking the Northwest corner of East ½ of West ½ of the Northwest ¼ of said section; thence</p>

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Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Lakewood Hills Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

South 0 degrees 06 minutes West with the West line of said East 1/2 of the West 1/2 of the Northwest 1/4 2716.00 feet to the East-West quarter section line; thence North 89 degrees 44 minutes West with said quarter section line 679.20 feet to a point in the West line of said Section 33; thence North 89 degrees 39 minutes West with the East-West quarter section line of Section 32 1344.40 feet to an old stone; thence North 0 degrees 31 minutes East 1366.40 feet to a stone pile; thence North 89 degrees 39 minutes West 1355.70 feet to an old stone in North-South quarter section line of Section 32; thence South 0 degrees 37 1/2 minutes West 1361.00 feet to the place of beginning.

Included within the above description are portions of Lakewood Hills Gem Lake Addition as shown upon plat filed for record in the recorder's office of Jefferson County in plat book 27 at page 11; Lakewood Hills Crystal Lake Addition recorded in plat book 34 at page 17 and Lakewood Hills Whispering Pines Addition recorded in plat book 34 at page 19.

Also added to the above description, Lakewood Hills, Whispering Pines Addition Lots 6, 7, 8 and 9 and all of Lots 24, 25, 26, 27 and 28 in Lakewood Hills, Whispering Pines Addition Plat Three of the Lakewood Hills Subdivision, Jefferson County, Missouri.

DATE OF ISSUE November 8, 2018  
Month Day Year  
ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
name of officer title

DATE EFFECTIVE December 8, 2018  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: City of Scotsdale Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

A certain tract of real estate in the Southwest quarter of Section 4, Township 42 North, Range 4 East, in Jefferson County, Missouri. This area is platted and subdivided under the name of Scotsdale Subdivision.

DATE OF ISSUE November 8, 2018  
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DATE EFFECTIVE December 8, 2018  
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address



Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Warren Woods Subdivision Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

Warren Woods Subdivision, a subdivision recorded in the Recorder of Deeds in Jefferson County, Missouri at Plat Book 21, Page 30 more particularly defined as follows:

Beginning at the Southwest corner of Warren Woods Subdivision, said point being along the right-of-way of Old Gravois Road and at the North line of Lot 5 of Bear Creek Subdivision; thence N 1° 56' E, 690 feet more or less to a point; thence N 89° 41'E, 1,163 feet more or less to a point; thence South, 580 feet more or less to a point; thence S 89° 26' W, 766 feet more or less to a point; thence S 0° 16'W, 104 feet more or less to a point; thence S 89° 26'W, 421 feet more or less to the point of beginning.

DATE OF ISSUE November 8, 2018  
Month Day Year  
ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
name of officer title

DATE EFFECTIVE December 8, 2018  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Holiday Hills Resort Taney County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area (Silverleaf Holiday Hills Resort)

A TRACT of land in Taney County, Missouri, more particularly described as the E<sub>4</sub> of Lot 1 of the NE<sub>1/4</sub> of Sec. 3, Twp. 22, Rng. 21; the N<sub>1/2</sub> of the SE<sub>1/4</sub> of said Section 3; the S<sub>1/2</sub> of the W<sub>1/2</sub> of Lot 1 of the NE<sub>1/4</sub> of said Section 3; that part of the E<sub>1/2</sub> of Lot 2 of NE<sub>1/4</sub> of said Section 3 described as beginning at the SW Corner of said E<sub>1/2</sub> of Lot 2 of NE<sub>1/4</sub>; thence Northeasterly following the center of the big hollow a distance of 767.62 feet to a point near the little wet-weather spring; thence East 40 feet; thence North 40 feet; thence West 40 feet; thence North 60 feet; thence North 0°58' West 88 feet to a point 572 feet South of the North line of the E<sub>1/2</sub> of Lot 2 of the NE<sub>1/4</sub> of said Section 3; thence North 89°57.5' East 950.59 feet to the East line of said E<sub>1/2</sub> of Lot 1 NE<sub>1/4</sub>; thence South to the Southeast Corner of said E<sub>1/2</sub> of Lot 1 of the NE<sub>1/4</sub>; thence West along the South line of said E<sub>1/2</sub> of Lot 2 of the NE<sub>1/4</sub> to the point of beginning. All of the above being in Sec. 3, Twp. 22, Rng. 21 subject to the Highway 86 (now Hwy. 76 January, 1984) right-of-way along the East side thereof. (The subdivision of Heritage Place lies within the above described tract of land.) And, also, a tract of land described as all that part of the NE<sub>1/4</sub> of Sec. 2, Twp. 22, Rng. 21, lying South of Highway 86 described as follows: Beginning at the SW Corner of said SW<sub>1/4</sub> thence due East approximately 1400 feet to the Southwesterly boundary line of Heritage Estates Subdivision; thence N34°W approximately 490 feet to a point which is the SW Corner of Lot 13 of said Heritage Estates Subdivision; thence North 9°26' West 167.71 feet; thence North 54° East 75 feet; thence North 36° West 170.83 feet; thence North 39°15' East 124.84 feet to a point on the southerly right-of-way line of Highway 86 (now 76); thence Northeasterly along said Highway 86 (now 76) right-of-way line to the West line of said SW<sub>1/4</sub>; thence South along the West line of said SW<sub>1/4</sub> to the point of beginning. And, also, the NW<sub>1/4</sub> of the SW<sub>1/4</sub>; and that part of the NE<sub>1/4</sub> of the SW<sub>1/4</sub> described as follows: Beginning at a point 280 feet due West of the NE Corner of said NE<sub>1/4</sub> of SW<sub>1/4</sub> of said Sec. 2, Twp. 22, Rng. 21; thence South to the South right-of-way line of Highway 86 (now 76) as now located (January, 1984) for a new point of beginning; thence West to a point where the East boundary line of Heritage Estates Subdivision intersects the South right-of-way line of Highway 86 (now 76) as now located; thence South 24°14' West 190.26 feet; thence North 68°33' West 40 feet; thence South 24°17' West 150 feet; thence North 65°57' West along a 5.6919° curve to the right approximately 535 feet to the North line of said NE<sub>1/4</sub> of SW<sub>1/4</sub>; thence West to the NW Corner of said NE<sub>1/4</sub> of SW<sub>1/4</sub>; thence South to the SW Corner of said NE<sub>1/4</sub> of SW<sub>1/4</sub>; thence East 663 feet; thence North 660 feet; thence East 377 feet; thence North to the new point of beginning; all in Sec. 2, Twp. 22, Rng. 21; and also a tract described as: That part of the NE<sub>1/4</sub> in Sec. 10, Twp. 22, Rng. 21, and the SE<sub>1/4</sub> of SE<sub>1/4</sub> in Sec. 3, Twp. 22, Rng. 21, lying North of Hollister-Kirbyville Road except the following: Beginning at the SE Corner of said SE<sub>1/4</sub> of SE<sub>1/4</sub> in Sec. 3, Twp. 22, Rng. 21; thence N64°05' West 575.32 feet; thence North 73°24' West 433.40 feet; thence South 27°16' West 94.20 feet; thence South 60°39' East 505.14 feet; thence South 67°29' East 516.30 feet; thence East 57.15 feet to the East line of said Sec. 10, Twp. 22, Rng. 21; thence North 141.33 feet to the point of beginning.

THE FOLLOWING ARE EXCEPTIONS FROM THE ABOVE LEGAL DESCRIPTION:

1. All of Country Club Estates, a subdivision, as per the recorded plat thereof.
2. All of Heritage Estates, a subdivision, as per the recorded plat thereof.
3. All of a tract of land being a part of the NE<sub>1/4</sub> of the SW<sub>1/4</sub>, Section 2, Township 22, Range 21, more particularly described as follows: Starting at a point 280 feet West of the NE corner of said NE<sub>1/4</sub> of SW<sub>1/4</sub> of Section 2; thence South to the South right-of-way line of Highway 86 (now 76) for a point of beginning; thence West to a point on said South right-of-way line, which point is 50 feet East of the East boundary line of Heritage Estates; thence S40°16'15"W, 87.25 feet; thence S1°30'W, 66 feet; thence East 100 feet; thence South 109.65 feet; thence East to a point due South of the point of beginning; thence North to the point of beginning.

The following described tract is subject to a 30 foot road easement along the North and East sides thereof: A tract in the N<sub>1/2</sub> of the SW<sub>1/4</sub> of Section 2, Township 22, Range 21, described as follows: Beginning at the S<sub>1/2</sub> corner of said Section 2; thence North along the East line of said SW<sub>1/4</sub>, 2401.89 feet; thence West 496.50 feet to a new point of beginning; thence South 109.65 feet; thence West 150.29 feet; thence N24°7'30"E, 123.21 feet; thence S1°30'W, 2.80 feet; thence East 100 feet to the new point of beginning.

DATE OF ISSUE	<u>November 8, 2018</u>	DATE EFFECTIVE	<u>December 8, 2018</u>
	Month Day Year		Month Day Year
ISSUED BY	<u>Jill Schwartz</u>	<u>Senior Manager Rates and Regulatory Affairs</u>	<u>602 S. Joplin Ave Joplin, MO</u>
	name of officer	title	address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Holiday Hills Resort Taney County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area (Silverleaf Holiday Hills Resort)

This is a subdivision of land in the North 1/2 of the South-  
west 1/4 of Section 2, Township 22 North, Range 21 West, Taney  
County, Missouri, more particularly described as follows:

Beginning at the Northeast corner of Lot 21, Heritage Estates  
as per recorded plat thereof, said point being 1122.35 feet North  
and 1670.89 feet East of the Southwest corner of the North 1/2 of  
the Southwest 1/4 of said Section 2, thence S 67° 09' R along a  
6.6585° curve to the left, 10.00 feet, thence S 22° 51' W, 177.34  
feet, thence S 87° 14' W, 79.77 feet, thence along a 116.6126°  
curve to the left, 37.99 feet, thence S 16° 29.5' W, 172.52 feet,  
thence S 53° 11' W, 303.21 feet, thence along a 202.3671° curve  
to the left, 29.36 feet, thence S 5° 14.5' E, 156.18 feet, thence  
S 84° 16.5' W, 10.00 feet, thence S 78° 04' W, 66.13 feet, thence  
S 79° 25' W, 113.31 feet, thence S 76° 14.5' W, 121.13 feet,  
thence S 76° 26' W, 111.16 feet, thence S 76° 16.5' W, 181.17  
feet, thence N 25° 39.5' E, 118.85 feet, thence N 61° 20.5' W  
along a 19.9510° curve to the right, 254.12 feet, thence along a  
8.1975° curve to the right, 606.79 feet, thence N 10° 30' R,  
135.31 feet, thence N 12° 23' R, 59.16 feet, thence S 71° 27' W,  
10.00 feet, thence N 66° 13.5' E, 198.30 feet, thence N 72° 01.5'  
E, 153.05 feet, thence along a 20.7136° curve to the right,  
139.88 feet, thence along a 3.9803° curve to the right, 178.00  
feet, thence S 71° 17.5' E, 114.31 feet, thence S 0° 28.5' W,  
87.17 feet, thence N 89° 31.5' E, along a 10.8939° curve to the  
left, 88.17 feet, thence N 61° 36' E, 153.96 feet, thence N 89°  
18' E, 82.36 feet, to the South line of said Lot 21, thence  
S 62° 56' R along the South line of said Lot 21 having a 5.6919°  
curve to the left, 71.03 feet to the Southwest corner of said  
Lot 21, thence N 22° 51' R along the East line of said Lot 21,  
150.00 feet, to the point of beginning.

Also known as:

All of Lots 1, 2, 3, 4, 5, 6, and 7 in Block 1; Lots 1, 2,  
3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 2; Lots  
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,  
19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 in Block 3,  
all in COUNTRY CLUB ESTATES, a subdivision as per the recorded  
plat thereof, Taney County, Missouri.

DATE OF ISSUE November 8, 2018  
Month Day Year  
ISSUED BY Jill Schwartz  
name of officer title

DATE EFFECTIVE December 8, 2018  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Ozark Mountain Resort Stone County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

A parcel of land situated in the E 1/2 of the SE 1/4 of Section 16 and the SW 1/4 of Section 15, Township 22 North, Range 23 West, Stone County, Missouri, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 16, thence N 87 degrees 33'28" W along the South line of the SE 1/4, 621.13 feet, to the East R/W line of Missouri State Highway #13, thence northerly along said East R/W line to the North line of the SW 1/4 of Section 15, 103.62 feet to Corps of Engineers monument # T648-5, thence along the government fee taking line, Table Rock Lake, to the Southeast corner of the SW 1/4 of the SW 1/4 of said Section 15, thence N 87 degrees 34'53" W, 1315.91 feet to the point of beginning.

DATE OF ISSUE November 8, 2018  
Month Day Year  
ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
name of officer title

DATE EFFECTIVE December 8, 2018  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Timber Creek Resort Jefferson County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

A tract of land in parts of Sections 21 and 28, Township 39 North, Range 5 East in Jefferson County, Missouri being more particularly described as follows: commencing at the Section Corner common to Sections 21, 22, 29 and 28; thence along the North line of said Section 28, North 89 degrees 16 minutes 19 seconds West, 283.16 feet to the West line of a 100 foot wide abandoned railroad to the point of beginning; thence southerly on a non-tangent curve concave southeasterly, having a radius 931.47 feet a chord bearing South 07 degrees 32 minutes 56 seconds West an arc distance 473.98 feet to a point of tangent; thence South 07 degrees 01 minutes 43 seconds East 600.00 feet to a point of curve: thence along a curve concave westerly having a radius of 1024.30 feet a chord bearing South 00 degrees 58 minutes 16 seconds West an arc distance of 286.02 feet to a point on the south line of the North 1/2 of the North 1/2, of said Section 28; thence South 89 degrees 30 minutes 09 seconds West 1106.58 to a found iron rail; then continuing on said North line South 89 degrees 30 minutes 09 seconds West 1339.06 feet to a found iron rail; thence continuing on said North line South 89 degrees 26 minutes 03 seconds West 1322.21 feet to a point 30.00 feet East of the southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 28; thence North 01 degrees 53 minutes 59 seconds East 662.34 feet to a point; thence South 89 degrees 33 minutes 42 seconds West 30.03 feet to a point on the West line of the said Northeast 1/4 of the Northwest 1/4 of Section 28; thence North 01 degrees 53 minutes 59 seconds East 687.47 feet to a point on the North line of said Section 28; thence westerly along said North line South 89 degrees 59 minutes 18 seconds West 263.97 feet to the easterly right-of-way line of Missouri State Highway Route 67; thence along the said light-of-way line North 04 degrees 51 minutes 26 seconds East 612.52 feet; thence South 85 degrees 08 minutes 34 seconds East 25.00 feet; thence North 04 degrees 51 minutes 26 seconds East 1200.00 feet; thence North 85 degrees 08 minutes 34 seconds West 25.00 feet thence North 04 degrees 51 minutes 26 seconds East 867.51 feet to a point on the North line of the South 1/2, of said Section 21; thence leaving the said right-of-way line along the said North line of the South 1/2 North 89 degrees 16 minutes 10 seconds East 1414.75 feet to the center of said Section 21; thence North 89 degrees 27 minutes 46 seconds East 1415.39 feet to a point on the westerly line of Propst Acres a subdivision recorded in Plat Book 45 on page 8 and also being the northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 21; thence South 02 degrees 41 minutes 23 seconds West 1309.06 feet to an iron rod marking the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 21; thence North 89 degrees 27 minutes 45 seconds East 1258.33 feet to a point on the westerly right-of-way line of Missouri State Highway "II" (60' wide); thence southeasterly along said right-of-way line South 27 degrees 52 minutes 25 seconds East 180.37 feet; thence leaving said right-of-way line South 02 degrees 14 minutes 06 seconds West 803.79 feet to a point in the said northerly right-of-way of the abandoned railroad; thence along a curve concave southerly having a radius of 931.47 feet, a chord bearing South 37 degrees 24 minutes 21 seconds an arc distance or 496.80 to the point of beginning containing 331.65 acres more or less.

DATE OF ISSUE November 8, 2018  
Month Day Year  
ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
name of officer title

DATE EFFECTIVE December 8, 2018  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Lake St. Clair Franklin County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

Legal Description of Service Area

Beginning at the Southwest corner of the Southeast Quarter of Section 2, Township 41 North, Range 1 West of the Fifth (5th) Principal Meridian, Franklin County, Missouri; thence East along the South line of Section 2 to the West right-of-way of Missouri State Route PP; thence North along said right-of-way to the South line of the Northeast Quarter of the Southeast Quarter of Section 2; thence West along said South line 658.73 ft.; thence North 1330.85 ft.; thence North 89 degrees 24 minutes West 694.67 ft. to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 2; thence North along the East line of the West half of the Northeast Quarter of Section 2 to the Northeast corner of the Southwest Quarter of the said Northeast Quarter; thence along the North line of the South half of the said Northeast Quarter to the Northeast corner of Southeast Quarter of the Northwest Quarter of Section 2; thence along the North line of the South half of the said Northwest Quarter to a point that is 432.00 ft. East of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 2; thence South 0 degrees 12 minutes West 424.59 ft.; thence North 89 degrees 31 minutes West 409.10 ft. to a point on the East right-of-way of Peacock Road, said point being 25.0 ft. East of the West line of said Northwest Quarter; thence in a Southerly direction along said right-of-way to the South line of the North half of the Southwest Quarter of Section 2; thence Easterly along said South line to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 2; thence Southerly along the West line of the East half of the Southwest Quarter to the Southwest corner of the Southeast Quarter of the Southwest Quarter; thence Westerly along the South line of Section 2 to the East right-of-way of County Road, said right-of-way being 25.0 ft. East of the West line of Section 11; thence Southerly along the said right-of-way to the South line of the North half of the Northwest Quarter of said Section 11; thence Easterly along said South line to the Southeast corner of the North half of the Northwest Quarter of said Section 11; thence Northerly along the East line of the said North half of the Northwest Quarter to the point of beginning, containing 460 acres, more or less.

DATE OF ISSUE August 27, 2019  
Month Day Year  
ISSUED BY Sheri Richard Director Rates and Regulatory Affairs  
name of officer title

DATE EFFECTIVE October 1, 2019  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address



Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
 Service Area: Noel

**Rules and Regulations Governing Rendering of  
 General Water Service – Residential**

**AVAILABILITY**

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

**APPLICABILITY**

This rate schedule applies to water service supplied at one point of delivery to residential customers for domestic use by the customer or by members of customer's household for nonbusiness, noncommercial or nonindustrial purposes. Such domestic use shall include water which is ultimately used or consumed for household purposes such as bathing, cooking and sanitary uses. Such sales shall include, but not be limited to, water service provided through a single or master meter for residential apartments or condominiums, including service for common areas and facilities and vacant residential units. Sales of water to customers who purchase water for domestic use under this rate schedule shall be classified by the Company as "residential" sales exempt from state sales tax. This tariff is intended to satisfy the provision of section 144.030(23) RSMo, by establishing a classification system permitting the sales and purchases of metered water for domestic use under this tariff to be classified as "residential" and exempt from sales tax. Taxes other than sales tax may still be applicable to such sales.

The rates for any service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

**MINIMUM FIXED MONTHLY CHARGES**

5/8"	Meter	\$ 23.86 per mo.
3/4"	Meter	\$ 33.41 per mo.
1"	Meter	\$ 40.56 per mo.
2"	Meter	\$ 126.46 per mo.
4"	Meter	\$ 334.05 per mo.

**COMMODITY CHARGE**

\$3.08 per 1,000 gallons

DATE OF ISSUE November 8, 2018  
 Month Day Year  
 ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
 name of officer title

DATE EFFECTIVE December 8, 2018  
 Month Day Year  
602 S. Joplin Ave Joplin, MO  
 address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
 Service Area: Noel

**Rules and Regulations Governing Rendering of  
 General Water Service – Commercial**

**AVAILABILITY**

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area.

**APPLICABILITY**

This rate schedule applies to water service supplied at one point of delivery to commercial customers for non-domestic use by the customer.

Commercial customers shall mean those at premises where the customers are engaged in the wholesale or retail trade, professional services and miscellaneous business services; hotels or other commercial lodging places; clubs; office buildings; warehouses; service stations; hospitals; schools; institutions for the care or detention of persons; military installations, and other similar establishments.

The rates for any service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

**MINIMUM FIXED MONTHLY CHARGES**

5/8"	Meter	\$ 23.86 per mo.
3/4"	Meter	\$ 33.41 per mo.
1"	Meter	\$ 40.56 per mo.
2"	Meter	\$ 126.46 per mo.
4"	Meter	\$ 334.05 per mo.

**COMMODITY CHARGE**

\$3.08 per 1,000 gallons

DATE OF ISSUE November 8, 2018  
 Month Day Year  
 ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
 name of officer title

DATE EFFECTIVE December 8, 2018  
 Month Day Year  
602 S. Joplin Ave Joplin, MO  
 address



Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
 Service Area: Noel

**Rules and Regulations Governing Rendering of  
 General Water Service – Industrial**

**AVAILABILITY**

This service is available at points on the Company's existing distribution facilities located within the Company's certificated area but only to customers who will use more than 1,000,000 gallons per month.

**APPLICABILITY**

This rate schedule applies to water service supplied at one point of delivery to industrial customers for non-domestic use by the customer.

Industrial customers shall mean those at premises where the customers are engaged primarily in the changing of raw or unfinished materials into other forms or products. Such uses can include, but are not limited to, processing of food and kindred products; textiles or apparel; lumber and wood products; establishments engaged in mining or quarrying; printing and publishing; and other similar industrial facilities.

The rates for any service in this schedule consist of a minimum charge which is payable whether there is any water usage during a month or not.

**MINIMUM FIXED MONTHLY CHARGES**

5/8"	Meter	\$ 23.86 per mo.
3/4"	Meter	\$ 33.41 per mo.
1"	Meter	\$ 40.56 per mo.
2"	Meter	\$ 126.46 per mo.
4"	Meter	\$ 334.05 per mo.
6"	Meter	\$ 501.08 per mo.

**COMMODITY CHARGE**

\$2.86 per 1,000 gal.

DATE OF ISSUE November 8, 2018  
 Month Day Year  
 ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
 name of officer title

DATE EFFECTIVE December 8, 2018  
 Month Day Year  
602 S. Joplin Ave Joplin, MO  
 address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Cedar Hill Estates, Crestview Acres, High Ridge Manor, Hillshine Community, Lakewood Hills, Town of Scotsdale, Warren Woods Subdivision

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

**AVAILABILITY**

The following rate is applicable to all customers located in the Company's certificated service area that are adjacent to the Company's distribution mains using standard water service.

**RATE SCHEDULE**

Customer Charge 5/8" Meter	\$ 30.04 per mo.
Customer Charge 3/4" Meter	\$ 30.04 per mo.
Customer Charge 1" Meter	\$ 60.08 per mo.
Commodity Charge (all customers)	\$ 6.87 per 1,000 gallons

The Customer Charge will be billed to each customer monthly regardless of actual usage.

DATE OF ISSUE November 8, 2018  
Month Day Year

DATE EFFECTIVE December 8, 2018  
Month Day Year

ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
name of officer title

602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Timber Creek, Holiday Hills, Ozark Mountain

Rules and Regulations Governing Rendering of  
Water Service

**SCHEDULE OF RATES**

**MONTHLY CUSTOMER CHARGE**

<u>Meter Size</u>	<u>Customer Charge</u>
3/4"	\$ 26.65
1.0"	\$ 45.31
2.0"	\$ 106.61
3.0"	\$ 293.17
4.0"	\$ 373.13

**COMMODITY CHARGE:**

per 1,000 gallons of <u>all</u> potable water use	\$ 6.88
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DATE OF ISSUE November 8, 2018  
 Month Day Year  
 ISSUED BY Jill Schwartz Senior Manager Rates and Regulatory Affairs  
 name of officer title

DATE EFFECTIVE December 8, 2018  
 Month Day Year  
602 S. Joplin Ave Joplin, MO  
 address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Lake St. Clair Franklin County, Missouri

Rules and Regulations Governing Rendering of  
Water Service

**AVAILABILITY**

This rate is available in the service area to single family residences or campers for domestic water usage only.

**MONTHLY CUSTOMER CHARGE**

Customer Charge \$ 5.70

**COMMODITY CHARGE:**

per 1,000 gallons \$ 2.61

DATE OF ISSUE August 27, 2019  
Month Day Year  
ISSUED BY Sheri Richard Director Rates and Regulatory Affairs  
name of officer title

DATE EFFECTIVE October 1, 2019  
Month Day Year  
602 S. Joplin Ave Joplin, MO  
address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
 Service Area: Missouri Service Area

Rules and Regulations Governing Rendering of Water Service	
<u>Schedule of Service Charges</u>	
The following Miscellaneous Charges apply as authorized and Described elsewhere in the Company's filed Rule and Regulations:	
New Service Connection Fee Consists of the costs incurred by the Company for construction including parts, material, labor and equipment, but excluding the cost of the meter. See Rule 5 B.	Actual Cost
Service Connection Inspection Fee See Rule 5 B. 2 and 5 B. 3.	\$25
Water Service Line Inspection Fee See Rule 5 C.	\$25
Turn-On/Turn-Off Fee	\$25
On-site Collection Charge This charge will be added to the current bill if the Company personnel is on-site to disconnect the service when the Customer pays the bill. The disconnection fee may not be assessed if the service is not physically disconnected.	\$15
Meter Test Fee See Rule 12 B.	\$25
Late Charges The late charge is calculated monthly with the greater amount above being added to the delinquent bill in accordance with Rule 10 G.	\$5 or 3%
Returned Check Charges	\$25
Service Calls for Damages caused by Customer	Actual cost but not less than \$40
Opt-Out Charges (Rules and Regulations, Rule 15)	
One-time setup charge	\$150
Non-Standard Meter Charge – per month	\$45
Non-Standard Subsequent Meters Charge- per month	\$10
Taxes Any applicable Federal, State or Local taxes shall be in addition to the billed charges.	

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DATE EFFECTIVE April 2, 2020  
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ISSUED BY Sheri Richard, Director Rates and Regulatory Affairs 602 S. Joplin Ave Joplin, MO  
 name of officer title address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Missouri Service Area

Rules and Regulations Governing Rendering of  
Water Service

**Rule 1 DEFINITIONS**

- A. The "COMPANY" is Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities, acting through its officers, managers, or other duly authorized employees or agents.
- B. The "CURB STOP" is a valve on the Service Connection, located at or near the Customer's property line, and used to shut off water service to the premises. The Curb Stop is owned and maintained by the Company.
- C. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for water service or is receiving service from Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- D. The "DATE OF CONNECTION" shall be the date of the permit for installation and connection issued by the Company. In the event no permit is taken and a connection is made, the date of connection shall be based on available information such as construction/occupancy permits, electric service turn-on date, or may be the date of commencement of construction of the building upon the property.
- E. 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.
- F. "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the Company not requested by the Customer.
- G. The "MAIN" is a pipeline which is owned and maintained by the Company, located on public property or private easements, and used to transport water throughout the Company's service area.
- H. The "METER" is a device, owned by the Company, used to measure and record the quantity of water that flows through the service line, and is installed in the outdoor meter setting, or inside the Customer's building where the water service line enters through a foundation wall.

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Rules and Regulations Governing Rendering of  
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- I. The "METER SETTING" is a place either in the service connection or building plumbing for a water meter to be installed. An outdoor meter setting is located at or near the property line, and includes the meter box, meter yoke, lid, and appurtenances, all of which shall be owned and maintained by the Company. Indoor meter settings are located inside the Customer's premises where the water service line enters the foundation wall either installed directly in the piping or in a meter yoke.
- J. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- K. 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.
- L. The "SERVICE CONNECTION" is the pipeline connecting the main to the Customer's water service line and includes the curb stop, or outdoor meter setting and all necessary appurtenances located at or near the property line, or at the property line if there is no curb stop or outdoor meter setting. If the property line is in a street, and if the curb stop or meter setting is not located near the edge of the street abutting the Customer's property, the service connection shall be deemed to end at the edge of the street abutting the Customer's property. The service connection shall be owned and maintained by the Company.
- M. 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.
- N. "TERMINATION OF SERVICE" is cessation of service requested by the Customer.
- O. "TURN-OFF" is the act of turning water service off by physically turning a valve such that water is unavailable to a Customer's premises.
- P. "TURN-ON" is the act of turning water service on by physically turning a valve to allow water to be available to a Customer's premises.

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- Q. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each domicile within a multi-tenant building is a separate unit. 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.
  
- R. The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct water to the Customer's unit from the property line, curb stop or outdoor meter setting, including the connection to the curb stop or meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the Customer's property.

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**Rule 2 GENERAL RULES & REGULATIONS**

- A. Every applicant, upon signing an application for any water service rendered by the Company, or any Customer upon taking of water service, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate water service or service in particular service areas are set forth in rate schedules and constitute a part of these Rules and Regulations.
- C. The Company reserves the right, subject to authority of the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time to time deem necessary and proper.
- D. After the effective date of these Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations, and in accordance with the statutes of the state of Missouri and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not comply with applicable Rules and Regulations may remain, provided that their existence does not constitute a service problem or improper use, and reconstruction is not practical.
- E. The point of delivery of water service shall be at the connection of the Customer's service line to the Company's service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these Rules and Regulations. 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 services rendered to its Customers except as covered in the Company's Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these Rules and Regulations.
- C. The Company shall not be responsible for damages caused by any failure to maintain water pressure or water quality, 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 due to, or interruptions caused by, defective piping, fittings, fixtures and appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to Acts of God, civil disturbances, war, government actions, or other uncontrollable occurrences.

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**Rule 4 APPLICATIONS FOR SERVICE**

- A. A written application for service, signed by the Customer, stating the type of service required and accompanied by any other pertinent information, will be required from each Customer before service is provided to any unit.
- B. If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary in accordance with Rule 14.
- C. When, in order to provide the service requested a main extension or other construction or equipment expense is required, the Company may require a written contract. Said contract may include, but not be limited to, the obligations upon the Company and the applicant, and shall specify a reasonable period of time necessary to provide such service.

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**Rule 5 INSIDE PIPING AND WATER SERVICE LINES**

- A. The Company will provide water service at the outdoor meter, at the curb stop if an indoor meter setting is utilized; or at the property line if neither an outdoor meter nor a curb stop exists at or near the property line, or at the edge of the street if such property line is in the street. Separate buildings shall be served through separate water service lines if they are not on one lot that cannot be subdivided.
  
- B. The service connection from the water main to the Customer's property line shall be owned and maintained by the Company. Construction of the service connection, outdoor meter setting and curb stop shall be accomplished in one of the following ways at the Customer's option:
  - 1. The Company will construct the service connection, outdoor meter setting and curb stop, as necessary, and make the connection to the main, within three (10) business days of an application for service, or within the time period specified in an application for service (See Rule 4). The Customer shall be responsible for payment of the New Service Connection Fee, as specified by or provided for in the Schedule of Service Charges; or,
  
  - 2. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and make the connection to the main, subject to prior approval of the Company; or,
  
  - 3. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and the Company will tap the main and connect the service connection. The Customer shall be responsible for payment of a New Service Connection Fee as specified by or provided for in the Schedule of Service Charges.
  
- C. A service connection installation constructed by the Customer as provided for in paragraphs B. 2. or 5 B. 3., above, is subject to inspection by the Company. The Service Connection Inspection Fee as specified in the Schedule of Service Charges shall apply if the Company must make a trip solely to conduct an inspection of a service connection constructed by the Customer, and shall not apply if the inspection of a service connection is accomplished at the same time as a tap is made for the Customer, or the same time as an inspection of the water service line as provided for in paragraph D., below, or if the Company installs the service connection as provided in 5 B. 1., above.

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- D. Water service line construction and maintenance from the property line, curb stop or meter setting, including the connection to the curb stop or meter setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. The Customer shall be responsible for any applicable fees as listed in the Schedule of Service Charges.
- E. Customers shall be responsible for the cost of repairing any damage to the Company's mains, curb stops, valve boxes, meters, and meter installations caused by the Customer, Customer's agent, or tenant.
- F. Existing water service lines and service connections may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities.
- G. The water service line shall be brought to the unit at a depth of not less than thirty-six inches (36") and have a minimum inside diameter of three-quarters inch (3/4"). The Customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. A valve must be installed in the service line where it enters the unit. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.
- H. Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least one hundred sixty (160) psi working pressure.
- I. The Company will not install a service connection to a vacant lot if such lot is not intended and recognized by the Company to be for intermittent use such as camping or picnic activity in a recreational subdivision and the Customer installs a frost-free lockable hydrant at any point of use.
- J. Any change in the location of an existing service connection requested by the Customer shall be made by the Company or with the Company's approval, at the Customer's expense.
- K. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.

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- L. Neither water service lines nor service connections may be extended along public streets or roadways or through property of others in connecting with the Company's mains. The service connection may, however, extend through the water main easement and roadway easement as necessary in order to be connected to a main located across and adjacent to a street in front of the Customer's living unit. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction, landlocked property, or a clear impossibility to construction a future main extension for further subdivision development or additional future customers, will be at the discretion of the Company.
  
- M. Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any Customer's plumbing classified as an actual or potential backflow hazard in the Regulations of the Missouri Department of Natural Resources shall be required to install and maintain a backflow prevention device. This rule may also apply to Customers on whose premises it is impossible or impractical for the Company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the Company.

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**Rule 6 IMPROPER OR EXCESSIVE USE**

- A. No Customer shall be wasteful of the water supplied to the unit by the Customer’s willful action or inaction. It shall be the responsibility and duty of each Customer to maintain all piping and fixtures at the unit in a good and efficient state of repair at all times.
- B. No Customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The Company shall deny or discontinue service where Customer's water service line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customer’s or the Company's facilities.
- C. The Customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the Company's mains.
- D. The Customer shall not tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the service connection or meter yoke, or allow any such action. Licensed plumbers may operate such valves in order to work on the Customer’s premises and to test their work, but must leave such valves open or closed as found.
- E. The Customer shall not attempt to take unmetered water from the Company mains either by an unauthorized tap or direct connection to service connection nor by connection to a fire hydrant.
- F. Customers will not be permitted to supply water in any way to premises other than the service address, nor to permit others to use their hose or attachments, nor leave them exposed to use by others without permission from the Company.

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**Rule 7 DISCONTINUANCE OF SERVICE BY COMPANY**

- A. The Company may discontinue service for any of the following reasons:
  - 1. Non-payment of a delinquent account not in dispute; or
  - 2. Failure to post a security deposit or guarantee acceptable to the utility; or
  - 3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
  - 4. Misrepresentation of identity in obtaining utility service; or
  - 5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
  - 6. Failure to comply with the terms and conditions of a settlement agreement; or
  - 7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
  - 8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system; or
  - 9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations 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 and Regulations.
  
- B. None of the following shall constitute sufficient cause for the Company to discontinue service:
  - 1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or

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- 2. The failure of the Customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location in accordance with these Rules and Regulations, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
  - 3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
  - 4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
  - 5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or
  - 6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.
- C. The Company may discontinue service after notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. If written notice is hand delivered to the Customer, it shall be done at least ninety-six (96) hours prior to discontinuance. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day.
- D. A discontinuance notice provided to a customer shall include:

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1. The name and address of the Customer, the service address if different than the Customer’s address; and
  2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
  3. How the customer may avoid the discontinuance; and
  4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
  5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.
- E. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).
- F. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.
- G. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer’s Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission’s billing practices, but any extra costs for arranging such access shall not be charged to the Customer’s account.

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- H. The provisions of paragraphs C. and E. above may be waived if safety of Company personnel while at the premises is a consideration.
- I. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.
- J. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
- K. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- L. The Company shall deal with Customers, handle Customer accounts, and manage discontinuance of service procedures in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- M. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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**Rule 8 TERMINATION OF WATER SERVICE AT CUSTOMER'S REQUEST**

- A. Service will be terminated at the Customer's request, by giving not less than twenty-four (24) hours notice to the Company during its regular office hours. The Company shall, on the requested day, read the Customer's meter and charges for water service rendered up to and including the time of termination shall be computed and will become due and payable immediately.
- B. A Customer may request temporary turn-off by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. Turn-off and turn-on charges shall apply, and are specified in the Schedule of Service Charges.
- D. A Customer who requests termination of service, but returns to the premises and requests water service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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**Rule 9 INTERRUPTIONS IN SERVICE**

- A. The Company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system. Whenever service is interrupted for scheduled repairs or maintenance, Customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize interruption of service.
- B. No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the Company.
- C. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage in a reasonable and non-discriminatory manner.

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**Rule 10 BILLS FOR SERVICE**

- A. The charges for water service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Other applicable service charges are set forth in the Schedule of Service Charges in these Rules and Regulations.
- B. A Customer who has made application for, or is receiving the benefit of, water service to a unit shall be responsible for payment for all water service provided to the Customer at said unit from the date of connection until the date requested by the Customer by proper notification to the Company to terminate service.
- C. Each Customer is responsible for furnishing the Company with the correct address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer's application unless the Company is notified in writing by the Customer of a change of address.
- D. Payments shall be made at the office of the Company or at such other places conveniently located as may be designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- E. 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.
- F. A separate bill shall be rendered for each Customer with itemization of all water service charges. All bills for service shall state the due date. The Company shall render bills monthly.
- G. Monthly bills shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 7. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.

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 address

Name of Utility: Liberty Utilities (Missouri Water), LLC d/b/a Liberty Utilities  
Service Area: Missouri Service Area

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- 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 the monthly or quarterly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.
- I. The Company may require a security deposit or other guarantee as a condition of new service if the Customer:
  - 1. Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or,
  - 2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or,
  - 3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
    - a. Owns or is purchasing a home; or,
    - b. Is and has been regularly employed full time for at least one (1) year; or,
    - c. Has an adequate and regular source of income; or
    - d. Can provide credit references from a commercial credit source.
- J. The Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued service if:
  - 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
  - 2. The utility service to the unit has been diverted or interfered with in an unauthorized manner; or,
  - 3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods.

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- K. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- L. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the Wall Street Journal for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.
- M. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- N. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- O. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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**Rule 11 METERS AND METER INSTALLATIONS**

- A. When water meters are utilized for billing, the Company shall furnish and install a suitable meter for each Customer, and the Company's installed meter shall be the standard for measuring water used to determine the bill. All meters shall be furnished, installed, maintained and removed by the Company and shall remain its property.
- B. The Company shall have the right to determine, on the basis of the Customer's flow requirements, the type and size of meter to be installed and location of same. No meter size selection will be based solely on the size of the Customer's service line. 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 larger or smaller meter shall be paid by the Customer.
- C. Domestic water service to any one Customer at a single premise shall be furnished through a single service connection. Individual units of a multi-unit building may have separate connections and meter installations only if each unit has separate plumbing, ground-level space, an individual service connection and meter installation location, and frontage to a Company-owned main. For multi-unit buildings with one service connection and meter installation, the inside piping may be rearranged at the Customer's own expense so as to separate the units and meter tenants, then divide the bill accordingly.
- D. The owners of premises wherein meters are located shall be held responsible for the safekeeping of the Company's meters and metering appurtenances, and are required to keep meters located within their property accessible to the Company for reading and for meter changeouts. If a Customer limits accessibility, or fails to protect a meter against damage, the Company may discontinue service and/or refuse to supply water until accessibility is restored and the Company is paid for any such damage. The amount of the charge shall be the cost of the necessary replacement parts and the labor cost necessary to make the repair.
- E. If the Company determines that no suitable outdoor location is available, then the meter may be installed inside the Customer's premises where the water service line enters the building and just downstream of the inside shutoff valve. The Company shall install a curb stop within the service connection at or near the property line as practical. When the meter is installed inside the Customer's premises, the Customer will either provide a meter yoke to accept installation of the Company's meter, or provide proper fittings for the house plumbing pipe to allow for direct installation of the Company's meter, along with a proper grounding strap installed around the meter to prevent electric charge build-up on either side of the meter or while a meter is removed. If installation in a special setting is necessary, the excess cost of installation shall be paid by the Customer.

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- F. If an existing basement meter location is determined by the Company to be inadequate or inaccessible, then the Customer must provide for the installation of a meter to be located at or near the Customer's property line. The Customer shall furnish or obtain from the Company, as appropriate, the necessary meter installation appurtenances conforming to the Company's specifications, and the cost of said appurtenances and labor shall be paid by the Customer.
- G. Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain provided the meter is readily accessible, at the Company's and Customer's convenience as determined by the Company, for servicing and reading and the meter space provided is located where the service line enters the building. The Company may, at its discretion, require the Customer to install a remote reading device at an approved location, for the purpose of reading the meter. It is the responsibility of the Customer and/or the owner of the premises to provide a location for the water 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 water service to the affected premises for one average billing period in the preceding year. Where damage is caused by the negligence of Company personnel at the premises, this limitation will not apply. If a Customer refuses to provide an accessible location for a meter as determined by the Company, the Company will notify the Staff of the Water and Sewer Unit of the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.
- H. The Customer shall promptly notify the Company of any defect in, or damage to, the meter setting.
- I. Any change in the location of any existing meter or meter setting at the request of the Customer shall be made at the expense of the Customer, and with the approval of the Company.

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**Rule 12 METER TESTS AND TEST FEES**

- A. Any Customer may request the Company to make a special test of the accuracy of the meter through which water is supplied to the Customer. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by Regulations of the Missouri Public Service Commission.
- B. The Company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the Company upon the request of the Customer without charge if the meter has not been tested within twelve (12) months preceding the requested test; otherwise, an approved charge will be made if the test indicates meter accuracy within five percent (5%).
- C. A meter test requested by the Customer may be witnessed by the Customer or the Customer’s duly authorized representative, except for tests of meters larger than two inch (2”) inlet, which will be conducted by the water manufacturer. A certified copy of the test report will be provided to the Customer.
- D. If a test shows an average error of more than five percent (5%), billings shall be adjusted in accordance with Rule 13.

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**Rule 13 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 Missouri Public Service 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 shall be determined as follows:
  - 1. Where the period of error can be shown, the adjustment shall be made for such period; or
  - 2. Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
  
- B. If the meter is found on any such test to under-register, the Company may render a bill to the Customer for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the Company was not at fault for allowing the inaccurate meter to remain in service.
  
- C. If the meter is found on any such test to over-register, the Company shall refund to the Customer any overcharge caused during the period of inaccuracy as above defined. The refund shall be paid within a reasonable time and may be in the form of a bill credit.

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**Rule 14 EXTENSION OF WATER MAINS**

- A. This rule shall govern the extension of mains by the Company within its certified area where there are no water mains.
- B. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.
- C. Applicant(s) 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 B. above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained, as per Rule 5 B. 1. or 3., and as specified in the Schedule of Service Charges. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains of twelve inches (12”) or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company.
- D. The cost to single-family residential applicant(s) connecting to a main extension for which other applicant(s) paid an amount determined in paragraph B., above, subject to subsequent adjustments for actual cost, shall be as follows:
  - 1. For single-family residential applicant(s) applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
  - 2. For single-family residential applicant(s) applying for service in areas that are unplatted in subdivision lots, an applicant(s) cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times one hundred (100) feet.
  - 3. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs D.1. or D.2. above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

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<u>Meter Size</u>	<u>Flow Factor</u>
5/8"	1
1"	2.5
1 1/2"	5
2"	8
3"	15
4"	25
<p>E. Refunds of funds paid by applicant(s) for any estimated costs or actual costs of a main extension shall be made to such applicant(s) as follows:</p> <ol style="list-style-type: none"> <li>1. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.</li> <li>2. During the first ten (10) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with paragraph D. above. The refund shall be paid within a reasonable time after the money is collected.</li> <li>3. The sum of all refunds to any applicant shall not exceed the total amount which the applicant(s) has paid.</li> </ol> <p>F. Extensions made under this rule shall be and remain the property of the Company.</p> <p>G. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new Customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such Customers.</p> <p>H. Extensions made under this rule shall be of Company-approved pipe sized to meet water service requirements. If the Company chooses to size the extension larger in order to meet the Company's overall system requirements, the additional cost caused by the larger size of pipe shall be borne by the Company.</p> <p>I. No interest will be paid by the Company of payments for the extension made by the applicant(s).</p> <p>J. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the Company without cost to the Company, before the extension will be made.</p>	

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**Rule 15 ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT**

- A. Customers receiving Residential Service have the option of opting out of AMI meter reading and electing non-standard metering service. In such instances, the two-way communication portion of the AMI meter will be disabled. Alternatively, if requested by the customer, and if a non-AMI meter is available to the Company, a non-AMI meter will remain or be installed. Customers requesting non-standard metering service after initial AMI installation will be charged a one-time setup charge per meter. For all customers requesting non-standard metering services, a monthly recurring Non-Standard Meter Charge will apply. Charges are listed on the Schedule of Service Charges.
- B. For customers that chose to opt-out prior to the AMI meter being set (i.e., there is no additional visit to the premises to disable the two-way communication or install a non-AMI meter): the one-time setup fee will not be assessed, but the ongoing monthly fee will still be applicable.
- C. In circumstances where a customer has multiple meters located at the same premises, the monthly Non-Standard Meter Charge will apply to the first meter, and the monthly Non-Standard Subsequent Meter Charge will apply to all additional meters of that customer located on the same premises.
- D. In the normal course of business, Company replacements of meters may occur. To the extent that a customer denies, either through physical impediments, verbal denial or threats of violence, access to property or metering installation, or fails to establish a suitable time for access, customers will be notified, in writing, that failure to provide access will result in customer being considered an opt-out customer not sooner than 30 days after Company’s notice. Company’s notification will include information for the customer to understand the financial impact of the opt-out status.

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