EXHIBIT "A"

TERMINATION OF WATER SERVICE AGREEMENT

Made as of the _____ day of _____, 20___ between the CITY OF JOPLIN, MISSOURI, ("City"), and MISSOURI-AMERICAN WATER COMPANY, a Missouri corporation, ("MAWC").

WHEREAS, the City is engaged in supplying sewer service to the citizens and residents of the City and the adjacent area; and

WHEREAS, the City charges a fee for such sewer services and bills such fee on a periodic basis to its citizens and residents so served; and

WHEREAS, the City is obligated to collect delinquent sewer bills from its citizens and residents so served; and

WHEREAS, MAWC is the owner and operator of a water distribution system serving customers of the City, subject to the laws of the State of Missouri and the Jurisdiction, Rules and Regulations of the Missouri Public Service Commission ("Commission"); and

WHEREAS, MAWC is authorized, at the request and direction of the City pursuant to the provision of Section 393.015 of the Revised Statutes of the State of Missouri, to terminate water service and discontinue the supply of water from its system to any premises, at which the sewer bills for sewer service supplied by the City are unpaid;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. When in the course of its business, the City determines, pursuant to state statute, that City sewer charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of such charges to its sewer customer, the City shall submit a request, in a format specified by MAWC, to MAWC to terminate water service to the City's sewer customer until such time as the sewer charges and all related costs are paid, and with such request, the City shall provide customer-identifying information as specified by MAWC. With such request, the City certifies:

   (A) that said sewer customer's sewer charges are in arrears for more than thirty (30) days after the City sends written notice;

   (B) that said sewer customer has been afforded written notice of: (1) the arrearage amount and, (2) the City's intent to terminate sewer services by means of a request to MAWC to discontinue said City sewer customer's water service;

   (C) that the City's sewer customer has been afforded a right to be heard on the correctness of the City's record of arrearage;

D) that all Federal and State Constitutional as well as all Federal and State statutory pre-requisites applicable to the collection of debt have been properly satisfied by the City;

(E) that the City has complied with its own ordinances and procedures.

2. Upon receipt of the termination request as set out in Paragraph 1, the City and MAWC will arrive at a mutually agreeable date where an employee of MAWC, along with an authorized representative of the City, shall go to the premises identified by the City. After the representative of the City advises any responding person present at such premises that water service will be terminated at the request of the City due to non-payment of sewer bills, the employee of MAWC shall terminate the water service to such premises. Provided, however, MAWC shall not be required to terminate such water service in the event its customer at the premises as identified by the City is as a person or entity other than the City's sewer customer.

3. At the requested direction of the City, MAWC shall restore water service to the premises of the City's sewer customers whose water service has been terminated as herein provided. However, notwithstanding anything to the contrary herein stated or implied, MAWC may restore water service to any premises where the water service has been terminated as herein provided upon the bonafide application for water service by any person or entity other than the City's sewer customer whose water service was terminated at such premises.

Water restoration shall be attempted but not guaranteed during normal working hours on Monday through Friday (hereinafter "Standard Restoration"). Unless otherwise specified by the City, restoration will be attempted but not guaranteed on the same day for instructions received from the City prior to 3:00 p.m. Monday through Friday, and on the next day for instructions received after 3:00 p.m. Requests for restoration outside of normal working hours (or after 3:00 p.m. on Friday) may be accepted at the discretion of MAWC. If MAWC agrees to restore service outside of normal working hours, an extra charge shall apply (hereinafter "After Hours Restoration").

4. If new City sewer customers which are also MAWC customers do not pay the City a required sewer service deposit within 60 days of receiving sewer service, MAWC shall terminate water service to that premise following the same required notifications as that for non-payment of sewer service.

5. Inapplicable PSC Notice Requirements. All notice and complaint procedures specified in 4 CSR 240, and Chapter's 386 and 393 R.S.Mo., which apply to customer rights to utility service from a regulated utility, SHALL NOT APPLY to termination instructions issued by the City pursuant to this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the City.

6. The City and MAWC shall establish a mutually beneficial schedule and procedure pertaining to the filing and processing of the City's requests for termination of water service as herein provided so as to not unduly restrict, interfere with or impede MAWC from performing its duties and responsibilities in providing water service to its customers. Notwithstanding anything to the contrary herein stated, MAWC reserves the exclusive right at its sole discretion to process the City's requests for termination of water service on such schedules and at such times as are convenient to MAWC consistent with MAWC's normal business practice and procedure.

7. The City shall pay MAWC to cover MAWC's cost of terminating or restoring the water supply for each premises identified by the City and each visit to such premises. The termination fees, Standard Restoration fees and After Hours Restoration fees are set forth in the fee schedule, attached as Exhibit A. MAWC will bill the City periodically for these fees, and the City shall pay each such bill within thirty (30) days after the date of the bill. Such amount shall not be subject to refund for any reason. In the event that more than one hour is required for either the termination or restoration of water service to any such premises, the City shall pay the actual cost thereof to MAWC based on time, material, transportation and other fixed charges. Bills for actual costs are payable within thirty (30) days after the date of the bill. Costs for terminating or restoring the water supply for premises identified by the City shall be adjusted annually beginning January 1, 2025, by a percentage amount equal to the change in the **Consumer Price Index for All Urban Customers (CPI-U) U.S. City average,** for "Water and sewer and trash collection services", as reported by the U.S. Bureau of Labor Statistics for the previous 12-month period.

If MAWC makes a reasonable attempt to terminate or restore water service and is unsuccessful because of address inadequacies, inoperable or damaged facilities, danger to any employee or any other reason beyond MAWC's reasonable control, the fees identified in Exhibit A will be charged for the attempt. Thereafter, the parties will attempt to determine an alternative course of action acceptable to both parties, which shall be reduced to a written instruction from the City to MAWC and, until that time, MAWC shall be absolved from its time requirements for action.

8. In addition to the fees set out in Paragraph 7, at the option of MAWC, MAWC can require the City to pay for the estimated loss of water revenues resulting from each such termination made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is discontinued in each instance and the average water revenue received by MAWC for a like period of time during the year prior to such termination from the class of customer involved in each instance, as determined from the books and records of MAWC. The estimated loss of revenue shall be billed by MAWC to the City periodically at the same times as MAWC would have billed the customer if the water service had not been terminated, and the City shall pay each such bill within thirty (30) days of receipt thereof. Notwithstanding anything to the contrary herein stated, the City's obligation to pay to MAWC the estimated loss of water revenues resulting from each termination made hereunder, shall not exceed the average water revenue received by MAWC during one billing period for each such termination.

9. MAWC shall not be liable for any loss, damage or other claim asserted by the City's sewer customers, the owner and/or tenant of the premises, the water customer, the City or any other person, corporation, or entity based upon or arising from the termination of water service at the request of the City. Moreover, the City will be responsible for any damages to MAWC's property arising from the parties' actions fulfilling their obligations under this Agreement. To the extent permitted by law, the City agrees to indemnify, defend and hold MAWC harmless from and against any and all claims, complaints or causes of action arising out of actions taken by MAWC, other than those resulting from MAWC's negligence, pursuant to any of the City's "Instruction to Terminate Service." Because MAWC is providing a service to the City at cost and has no incentive whatsoever to take the risk of claims, complaints or causes of action arising out of actions taken pursuant to this Agreement, if the City at any time asserts that it is not permitted by law to indemnify MAWC under the provisions of this Paragraph, or is limited in the extent of its indemnification, or for any other reasons takes the position that MAWC must defend itself or be responsible for some or all costs arising from such claims, all MAWC obligations under this Agreement shall terminate as of that date.

10. The City shall handle all customer communications regarding service terminations implemented pursuant to this Agreement, including any face-to-face communications at the premises at the time MAWC is terminating or restoring water service. Communications from customers to MAWC shall be referred to and directed to the City.

11. MAWC's actions required under this Agreement shall be excused if due to matters beyond its control, including but not limited to: employee work stoppages, strikes, inclement weather, emergencies, or where MAWC's utilization of work force or resources are required elsewhere. Termination will not be completed if a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to MAWC so stating. At such time, MAWC will relay such conflicting instructions to the City, and MAWC will not knowingly take further actions toward termination until City notifies MAWC in writing that it has resolved the conflicting instructions. Thereafter, the City shall indemnify, defend and hold MAWC harmless, to the extent permitted by law, for actions taken by MAWC based on the City's notification.

In no event shall MAWC be required to disconnect a fire line service without authorization from the governmental City responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

12. To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, either party may terminate the Agreement with notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.

13. This agreement shall be for a term of one (1) year commencing January 1, 2024, until December 31, 2024. Thereafter, it will continue from year to year unless terminated by either of the parties giving thirty (30) days written notice to the other party at its principal place of business.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

THIS SPACE LEFT INTENTIONALLY BLANK

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

Printed Name: _____

ATTEST:

_____

MISSOURI -AMERICAN WATER COMPANY

By: _____
Jeff Kaiser - Vice President of Operations

ATTEST:

_____

EXHIBIT A

FEE SCHEDULE*

Standard Termination or Restoration per metered connection, including unsuccessful attempts for the period **March 1, 2024 through December 31, 2024**. Beginning January 1, 2025 the cost shall be adjusted annually by a percentage amount equal to the change in the **Consumer Price Index for All Urban Customers (CPI-U) U.S. City average**, for "Water and sewer and trash collection services", as reported by the U.S. Bureau of Labor Statistics for the previous 12-month period.	$94.00
After Hours Restoration per metered connection, including unsuccessful attempts	$188.00

*Any terminations or restorations requiring more than one hour for the services will be billed actual costs per the Agreement.