

*THE RATE COMMISSION OF THE
METROPOLITAN ST. LOUIS SEWER DISTRICT
2350 Market Street
St. Louis, Missouri 63103*

August 10, 2011

Re: Protective Order

Ladies and Gentlemen:

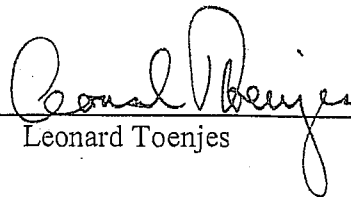
Black & Veatch Corporation ("Black & Veatch") has advanced a claim of confidentiality with respect to the Electronic Model as defined in a resolution adopted by the Rate Commission on August 2, 2011.

I have received and reviewed a proposed Confidentiality and Non-Disclosure Agreement (the "Agreement") prepared by Black & Veatch; comments from Counsel of Record of Barnes-Jewish Hospital, Covidien, Missouri Industrial Energy Consumers, AARP, and Consumers Council of Missouri, and Robert A. Mueller (the "Intervenors"), and Counsel for the Rate Commission (collectively, the "Recipients").

Under the provisions of Section 19(e) of the Procedural Schedule of the Rate Commission, I direct that the provision by Black & Veatch and the use by the Recipients shall be governed by the terms of the Agreement, attached hereto as Exhibit A and made a part hereof.

RATE COMMISSION OF THE
METROPOLITAN ST. LOUIS SEWER
DISTRICT

By


Leonard Toenjes

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”), effective the ____ day of _____, 2011 is entered into by _____ (“Recipient”) with Black & Veatch Corporation (“Black & Veatch”). For the purposes used herein, Recipient shall also include any related or affiliated entities, being those under common control, ownership, or management (including without limitation, parent, subsidiary and sibling companies) of Recipient.

Black and Veatch is making the Rate Model (“Electronic Model”) available per the Metropolitan St. Louis Sewer District’s (“the District”) request in order for the District to comply with the Rate Commission’s decision on August 2, 2011. Availability of the Electronic Model is pursuant to this Confidentiality and Non-Disclosure Agreement as further described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Upon Recipient’s request, Black & Veatch will supply Recipient with access to an electronic copy of the Electronic Model regarding the Wastewater Rate Change Proposal submitted to the Rate Commission by the District on May 10, 2011 (“the Rate Proceeding”). Such data and information, which is confidential and proprietary to Black & Veatch, shall be deemed to be the “Confidential Information” discussed in this Agreement.

2. Recipient acknowledges that access to the Electronic Model is to be provided via a computer owned by Black & Veatch (“the Computer”), according to the following terms:

(a) Black & Veatch will make reasonable efforts to have the Computer available from 8:00 am to 4:30 pm, Monday through Friday (excluding national holidays) until the parties to the Rate Proceeding are able to file the prehearing conference reports on or around September 22, 2011. The Computer will be located in a suitable conference room (at Black & Veatch’s discretion) located in Black & Veatch’s St. Louis area office (15450 South Outer Forty Drive, Suite 200, Chesterfield, Missouri, 63017) during this time. Recipient will provide Tom Ratzki (or his designee) of Black & Veatch at least twenty-four (24) business hours notice, via email at ratzkitj@bv.com, prior to acquiring access to the Computer.

(b) Except as provided in Section 4 of this Agreement, aside from printing results from Electronic Model “runs”, Recipient may not copy, transfer, recreate or otherwise convey any information from the Computer or the Electronic Model, manually or electronically. Recipient shall not allow any storage media or other devices to be attached or connected to the Computer in any way, including but not limited to network connections, wireless, Wi Fi or other means of transferring data wirelessly. With the exception of the Recipient’s own working papers or notes, Recipient shall not be allowed to bring bags, briefcases or other items (including but not limited to cellular or land line phones) into the above-referenced conference room at any time.

(c) Black & Veatch shall make reasonable efforts to have the Electronic Model contained on the Computer fully functional during the Recipient’s review, and intends to have an authorized representative in the above-referenced conference room to monitor the Computer, but the authorized representative will not interfere with the Recipient’s review, analysis, and evaluation of the Electronic Model. The Electronic Model will be password protected, and an authorized

representative of Black & Veatch will release access to the Electronic Model by password to the Recipient, subject to the Recipient complying with this Agreement.

3. Except as provided in Section 4 of this Agreement, the Recipient agrees that any Confidential Information which has been or will be disclosed directly or indirectly to it by or on behalf of Black & Veatch shall be maintained in confidence and shall not be disclosed to any third party at any time.

4. (a) The Recipient agrees that it will not make use of any Confidential Information disclosed pursuant to this Agreement for any commercial purpose, or for any reason other than providing expert consultation and/or testimony in the Rate Proceeding. Without limiting the foregoing, under no circumstance shall Recipient use any Confidential Information, directly or indirectly, to compete with, or to the disadvantage of, Black & Veatch or Black & Veatch's affiliates or subsidiaries (or third parties that have provided confidential information to Black & Veatch), or for the benefit of any third party, including any entity involved in a dispute with Black & Veatch.

(b) Any Confidential Information in Recipient's possession or control following conclusion of the Rate Proceeding shall be destroyed or returned to Black & Veatch. Confidential Information does not mean the printed results from Electronic Model "runs" described in Section 2(b) of this Agreement or the materials used by the Recipient to provide expert consultation and/or testimony in the Rate Proceeding described in Section 4(a) of this Agreement.

(c) Recipient further agrees that it will not use Black & Veatch's provision of access to the Electronic Model pursuant to this Agreement as support for any position or argument for similar access in any other rate proceeding, dispute, or matter.

5. This Agreement shall not be construed as a license or authorization to the Recipient to utilize the Confidential Information for any purpose, except as provided for in Article 4 of this Agreement. Nothing in this Agreement shall be interpreted as granting a license to use or transferring any intellectual property rights of Black & Veatch or Black & Veatch's affiliates or subsidiaries (or third parties that have provided confidential information to Black & Veatch), including but not limited to, intellectual property, programming codes, copyrights, trademarks, trade secrets and patents.

6. This Agreement is for the benefit of Black & Veatch and, without prejudice to the rights and remedies otherwise available to it, Black & Veatch shall be entitled to equitable relief if the Recipient breaches or threatens to breach any of the provisions of this Agreement. In the event that Black and Veatch incurs attorney fees and/or expenses in enforcing this Agreement or otherwise prevails in any action arising from or relating to Recipient's breach of any of the provisions of this Agreement, Recipient shall be required to pay Black & Veatch's attorney fees and expenses. Without limiting the foregoing, or any other rights and remedies, otherwise available to Black & Veatch, Recipient further agrees to pay over to Black & Veatch any revenue generated by Recipient through use of the Confidential Information. If Recipient is compelled or sought to be compelled by legal process to disclose the information (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, or otherwise), Recipient shall immediately provide Black & Veatch timely written notice of such legal process so that Black & Veatch may seek a protective order or other appropriate remedy. In any event, Recipient will not, unless legally

compelled to do so, disclose the Confidential Information until after such timely written notice has been given, and in all cases shall only disclose that portion of the information to which the compelling party is legally entitled and will use its best efforts to obtain reliable assurance (by appropriate court orders, if applicable) that confidential treatment will be accorded the information.

7. This Agreement shall be interpreted, governed, and construed under the laws of the state of Missouri, USA, without reference to principles thereof which would result in the application of the law of another jurisdiction as governing law.

8. This Agreement is effective as of the date first written above upon execution by Recipient. The undersigned person represents and warrants that he or she is authorized to sign this Agreement on behalf of Recipient, and that he or she has the full power and authority to bind Recipient to each and every provision of this Agreement.

RECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____