

RULES & REGULATIONS PWSD#1 OF MONTGOMERY COUNTY

This district policy when adopted shall amend, change, clarify, renew and cancel any previous rules and regulations of the district pertaining to water facilities and water service. These policies are guidelines adopted by the Board of Directors for the use of Public Water Supply District #1 of Montgomery County, Missouri. The staff does not set the policy; only enforces it.

1. GENERAL

- 1.1 These rules and regulations have been adopted to govern the water and sewer services furnished by the District in a uniform manner for the benefit of the District and its water and sewer users and are subject to change as herein provided without notice to any water user or any other person. Any amendment or change to these rules and regulations shall be effective on the date such amendment or change is passed by the Board of Directors. If any portion of these rules and regulations shall be declared invalid by competent authority, such invalidity shall not affect validity of the remaining portion.
- 1.2 No employee or agent of the District shall have the right of authority to bind it by any promise, agreement or representation contrary to the letter or intent of these rules and regulations or of the bylaws of the District, or the laws of the State of Missouri.
- 1.3 Any complaint about the service or an employee of the District should be made at the office of the District in writing.
- 1.4 No unauthorized person shall turn the water on or off at the street valve, corporation cock, curb cock or other street connection, or disconnect or remove any meter or otherwise tamper with water service facilities of the District without the consent of the District.
- 1.5 The District may establish water and sewer fees, including installation fees, tap on fees and related charges in accordance with the Missouri law governing water and sewer districts.

2. DEFINITIONS

The following expressions, words, and terms when used herein shall have the meaning stated below:

- 2.1 District: Public Water Supply District #1 of Montgomery County, Missouri, acting through its Board, officers, or other duly authorized employees or agents.
- 2.2 Applicant: Any Individual, firm, partnership, corporation, limited liability company, the federal or state government, or any unit, political corporation or subdivision of either the federal or state government or other agency or entity applying for a water service.
- 2.3 Board: The Board of Directors of Public Water Supply District #1 of Montgomery County, Missouri.
- 2.4 Water and/or sewer user: Any Individual, firm, partnership, corporation, limited liability company, the federal or state government, or any unit, political corporation or subdivision of either the federal or state government or other agency or entity receiving water and sewer, and water and sewer services, or to whom water and sewer services are made available from the District's facilities pursuant to a written application or water user's agreement.
- 2.5 Customer: water and/or sewer user as defined herein. References to water user or water service includes sewer service and sewer users.
- 2.6 Point of Delivery: The point of delivery shall be at the water meter, unless otherwise specified in the water user's agreement or in any other agreement where it shall be mentioned.
- 2.7 Service: The term service when used in connection with the supplying of water or sewer shall mean the availability of water or sewer for use by the water user subject to the provisions of these rules and regulations and the bylaws of the District. Service shall be considered as available when the District maintains the water supply at the point of delivery in readiness for the water user's use, regardless of whether the water user makes use of it.
- 2.8 Landowner (Owner): Any person or entity owning or having title to property served by the water system of the District. The term "Owner" shall also include life tenants.
- 2.9 Water User's Agreement: Any written agreement or contract between the water and/or sewer user and the District, pursuant to which water and/or sewer service is supplied or made available.
- 2.10 Water and/or Sewer Service: The water service shall consist of facilities for supplying water and/or sewer to one residence or business establishment on land within the District.
- 2.11 Person: Any individual, corporation, company, association, partnership, limited liability company, state, municipality, utility district, water cooperative or federal agency or any other legal entity.

- 2.12 Agent: Any person or entity representing a landowner in the establishment of water service to the landowner's property.
- 2.13 Renter: Any individual(s) occupying, dwelling, or living in residential property he, she or they do not own.

3. FEE SCHEDULE

- 3.1 Fee schedules for water and sewer services are fixed by the Board and are subject to change by the action of the Board. If a provision of rules and regulations conflicts with a provision of the Fee Schedule, the provision of the Fee Schedule shall prevail. If the total amount of revenue and income derived from the collection of the water rates is insufficient to meet the payment of the cost of operation, maintenance, depreciation, necessary extensions and enlargements and payment of the principle and interest on any general and special obligation bonds, then outstanding, with their attendant obligations pursuant to the terms of the bonds and authorizing resolutions, the Board will increase the water rates to an amount sufficient to meet these costs and obligations.

4. METER DEPOSIT

It is provided that all such meter deposits shall be held by the District as a guarantee that the bills of the water user making such deposit shall be fully paid and that no damage will be done to the water meter, line, or any property of the District by the water user; such deposit shall be returned to the water user at such time said user discontinues water service and ceases to be a water user of the District, but the District shall be entitled to first deduct the amount of any unpaid water bills and any unpaid bills to the District, and if the amount of such unpaid water bills exceed the amount of the deposit, to apply the entire deposit against such unpaid bills and damage.

The District shall pay any amount of such water deposit due the water user upon demand by the water user when water service is discontinued after the District has had a reasonable time to compute said water bill and to determine if any such damage had been done by the water user. The District shall keep all such deposits in a separate bank account and the Board at its discretion may invest such funds in savings accounts, or certificates of deposit in the bank or banks in which such funds are held, provided that a reasonable sum is held in a demand account to meet anticipated refunding requirements. Any interest accruing on such deposit accounts or certificates will become the sole property of the District and no water user shall have any claim for or to such interest, or any portion thereof for any reason. Such interest shall be used by the District in the same manner as income received from the sale of water by the District. The investment of such meter deposit account is discretionary with the Board and shall not under any circumstances be regarded as mandatory.

- 4.1 Meter Deposit Charges: All water users of said District and applicants thereof shall make a meter deposit before connecting any water service lines to the water lines and meters of said District as provided on the Fee Schedule.
- 4.2 Deposits: A meter deposit must be paid for each meter. All meter deposits shall be paid in the form of cash, credit card, check or money order. The District does not accept bonds or other forms of surety or indemnity as a security deposit. The District does not accept letters of credit in lieu of a deposit.
- 4.3 Deposits Held: Deposits are held until customer's final water bill is paid.
- 4.4 To Have Service Disconnected: Customer must call or come into the office and specify date to disconnect service and leave a forwarding address where we may return customers' deposit.
- 4.5 Transfers: A customer moving from one location to another within the District may transfer their deposit to the new address if:
- All of their outstanding bills are paid.
 - They do not have a history of delinquency and
 - They have never been disconnected for nonpayment.

The final bill for the old account may be transferred to the new account. Additional charges may apply to transfers.

Any customer who has relocated within the District or any former customer who has moved back to the District shall not receive service until all of their old accounts and all relevant charges established herein are paid in full.

5. APPLICATION FOR SERVICE

Applicants for water and/or sewer service shall make application in the office of the Water District. Such applications shall be in writing.

6. METERING

6.1 Service for the Sole Use of Water User: The standard water service connection is for the sole use of the water user and does not permit the extension of pipes to transfer water from one property to any other customer. No water user or owner or custodian of property served by the District shall extend or permit the extension of pipes for the purpose of transferring water from one property to another nor will he/she share, resell, or sub-meter to any other consumer. Each meter service shall supply water to only one residence or business establishment located on land within the District, except as provided herein. If a specific situation should make such an arrangement advisable, it shall be done only on the specific written permission of the District. No more than one residence shall be served by one water service connection. A farm containing one residence and other buildings for use in the farming operation shall be considered as one residence and the water user may use water from one meter for all such buildings.

6.2 Meter location: Unless otherwise agreed upon in writing, meters shall be located at the property line to the water users land. When it is impractical to install the meter box at the property line, as determined by the District, the water meter may be installed elsewhere on the property to be served, provided it is protected from damage and freezing, and is readily accessible to the District. Alternate locations are at the sole discretion of the District. If a meter becomes inaccessible, in the opinion of the District, the customer must make provisions at the customer's expense, for its relocation. Regardless of its location, the customer shall be responsible for damage to the meter or its appurtenances, caused by the customer's negligence or failure to properly safeguard and protect such meter and appurtenances from hazard.

6.3 Charges: New installation charges shall be as provided on the Fee Schedule as connection fees.

To set up a new installation account the customer must sign the water application and if applicable a water user agreement, and pay the amount required.

6.4 Services: The District will install all water service pipes from its main to the meters on the property abutting the right-of-way along which the main is installed insofar as its current financial responsibilities, obligations, and conditions will permit, and insofar as adequate water pressure and flow are available at the point of delivery requested by the applicant or water user and insofar as said installation will not materially affect in an adverse manner the service rendered to any existing customer of the District. The service pipe shall not be less than 3/4" in size. The meter will be set at the point on the water user's premise designated by the District. The charge for the services to be made by the District shall be that amount specified by these rules and regulations, or as otherwise provided by the Board, but in no event shall be less than the cost to the District.

7. POLICIES REGARDING SERVICE CONNECTIONS

7.1 The applicant or water user, or other designated representative, shall be at the premises when water service is turned on. The applicant or water user shall assume all responsibility for any open outlets resulting in water loss or damages.

7.2 Only District personnel are authorized to operate valves owned by the District. Unauthorized operation of District valves, including meter shut off valves, shall result in service charges, fines, disconnection of service for tampering and/or legal action.

7.3 Relocation of water meter and/or appurtenances: The District reserves the right to relocate the water meter, service line or any appurtenances thereof, at its own expense. If the customer desires a relocation or change in elevation, of the water meter or any appurtenances thereof, he shall make written request to the District and deposit the estimated cost for labor, equipment and material, plus overhead, to complete this relocation or change with the District. In the event of an underestimate, the customer will be billed for the remainder; in the event of an overestimate, the excess will be refunded.

If the customer should relandscape his property, making it difficult to read the meter or repair the main or appurtenances, the District reserves the right to relocate or change the elevation of the meter service line or

any appurtenances thereof, and charge the actual cost for labor, equipment and material, plus overhead to the customer.

- 7.4 Continuity of Service: The District shall make a reasonable effort to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions or for other necessary work. Efforts will be made to notify water users whenever possible who may be affected by such interruptions, but the District will not accept responsibility for losses which might occur due to such interruptions. The District is not responsible for losses which might occur due to such interruptions. The District is not responsible and shall not be liable for losses which might occur due to such interruptions to service for any cause and is not responsible for losses due to failure of the District to notify any water user of any such interruptions.

- 7.5 Customers duty regarding service lines: The customers water installation shall extend from either:

1. The discharge of the water meter, where the meter is located at or near the property line.
2. The property line, where the meter is located elsewhere on the property.

The water user's service pipe and all connections and fixtures attached thereto shall be subject to the inspections of the District before the water will be turned on.

Water user shall, at his own cost and expense, make all changes in the service pipe required or rendered necessary on account of changes in the service pipe required or rendered necessary on account of changes in the street grades, relocation of mains, or other causes.

Any repairs or maintenance necessary to the service pipe or on any pipe or fixture in or upon the water user's premises shall be performed by the water user at his sole expense and risk.

The District shall in no event be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by the water escaping from service pipes, or from fixtures on the premises of the owner or water user. The user shall be billed on the usual manner for the cost of all such water according to the rate schedule of the District as provided in these rules and regulations and the bylaws of the District.

- 7.6 Only a District Employee May Turn Off or On: Only a District employee or a person authorized by the District shall turn on water or shut off water from the District meter to any water user or to any property served by such meter, except in case of escaping water.

- 7.7 Requested meter test: Customer water meters shall be reread by District employees upon request of the Administrative Assistant should the monthly reading appear too high/low. If the meter was read correctly, it shall be at the discretion of the District to notify the customer of a possible leak. If the customer is dissatisfied with the reading and requests that the meter be tested, the customer upon written request to the District pay a deposit of \$150 and the District shall ship the meter to an independent testing facility. If the test shows an error of 5 % or greater of the water consumed, the deposit will be refunded to the customer, the meter replaced at the District's expense, and the last billing adjusted by average. If the test shows an accurate measurement of water, the amount deposited shall be retained by the City to cover the expense of testing the meter.

A customer request for meter rereads shall be documented on the customer's account and upon the second request and every request thereafter during a 12-month period for a reread, the water user shall pay a \$25 service charge which shall be added to the customer's account.

- 7.8 Water User's Responsibility: The water user shall be responsible for any damage to the meter installed for his service, for any cause other than normal wear and tear.

8. WATER BILLS AND RATES

- 8.1 Cost for Water: Charges shall be as indicated on the Fee Schedule.

- 8.2 Mailing of Bills: Bills are mailed the last day of the month or as close as possible. The customer has the responsibility of contacting the Water District if the customer does not receive it. The District does not accept responsibility for the United States Postal Service delivery.

- 8.3 Water User's Bills: Water bills are due and payable by the 25th of the month following the close of the period for which the service was rendered as set forth in the Fee Schedule. Service bills not paid by 7 am on the 26th of the month following the close of the period for which service was rendered shall be subject to a 15 % late charge. Failure of water user to pay bill by the second Monday of the month following the close of the period for which service was rendered shall result in the disconnection of the service and such disconnection of service shall be made without the necessity of notice to the water user. Any damage resulting to the water

user shall not be the responsibility of the District, its agents or employees and the District, its agents or employees shall not be liable to the water user or the owner of any property used, held, occupied, rented or leased by the water user for any such damage when disconnection is made according to these rules and regulations, and it shall be immaterial that no notice of such disconnection was given to the water user or to said property. Failure of the District to submit a service bill shall not excuse the water user from their obligation to pay for the availability of and/or the water used.

If a customer makes a payment agreement with the District and fails to keep the agreement, service will be disconnected without further notice.

- 8.4 Estimating of Readings: The District may elect, under special circumstances, to estimate meter readings. Estimates may be made in the case of one or more water users or all water users of the District at the discretion of the District.

- 8.5 Billing Cycle: Bills may be submitted on a monthly basis as the Board may provide and direct in the Fee Schedule.

- 8.6 Returned Checks: Checks returned shall be charged a return check charge to be determined by the Fee Schedule in force. Any customer that has two (2) returned checks within a 12-month period will not be allowed to write any further checks to the District starting at the time the second returned check is received at the District office. Said customer will be required to pay all future charges by cash, money order, or credit card. Any checks written for insufficient funds will cause the customer to be subject to prosecution for payment of such insufficient funds.

9. DISCONTINUANCE OF SERVICE

- 9.1 Water service will be discontinued to any water user or landowner on account of temporary vacancy of such property upon contacting the District office, without in any way affecting the agreement in force, and upon payment of all charges due as provided in the rules and regulations of the District and the bylaws of the District.

- 9.2 In the event that water service is discontinued for any reason other than the temporary vacancy of the property, or in the event that it is discontinued and another source of water is used for the property, then the reconnection charge shall be paid by the water user or landowner of the property. In addition, all previously unpaid bills, plus the service charge, shall be paid before reconnection shall be allowed for such water user or landowner.

- 9.3 A disconnect charge for a meter locked for non payment will be made. A separate reconnect charge will be charged for a meter locked for non payment.

- 9.4 Payment may be made only at the District office or drop box, No money will be taken by the serviceman.

- 9.5 In the event customer violates any of the rules or regulations of the District, the District may discontinue service to the customer upon the District providing 48 hours written notice of the violation and disconnect, mailed to customer at customer's last known address and mailed or delivered to the property to which the service is provided. In the event that the District determines that the service or meter has been tampered with or a fraud has been committed against the District by customer or customer's agent, tenant or employee, water service shall be discontinued without notice.

- 9.6 In addition to the foregoing provisions, service rendered under any application, contract or agreement may be discontinued by the District for any of the following reasons:

- A. For willful or indifferent waste of water due to any cause.
- B. For failure to protect from injury or damage the meter and connections.
- C. For molesting or tampering by the water user or any other person with the knowledge of the water user, with any meter, connections, service pipe, curb cock, seal, valve or any appliance of the District controlling or regulating the water user's water supply.
- D. For theft of water, which shall be defined as the unexplained loss or use of water by means of tampering with the meter, bypassing the meter, installing a straight pipe where no meter is connected, breaking of seals or locks in order to activate the service without consent or permission of the District, or any other unauthorized use of water, the Board, in its discretion, may discontinue service to the property permanently, or until the unexplained loss is explained or accounted for to the Board's satisfaction, and the estimated unauthorized use of water is paid for. The Board may take such actions, in its discretion, with or without proof identification of the person causing the unauthorized use, it being recognized that the property owner is responsible for the protection of water lines, the meter and the meter well installed on his property.

- E. For failure to provide the District employees free and reasonable access to the property supplied, or for obstructing the way of ingress to the meter or other appliance controlling or regulating the water user's water supply.
 - F. For non payment of any account for water supplied, for water service or for meter or service maintenance, or for any other fee or charge accrued under these rules and regulations, the rate schedule of the District or the bylaws of the District.
 - G. In case of vacancy of the premises.
 - H. For violation of any rule, regulation or bylaw of the District.
 - I. For any practice or act prohibited by the Missouri Department of Natural Resources or the Missouri Division of Health.
 - J. For failure to allow any District employee, officer, agent or representative the right to inspect the water user's premises for any purpose set forth in these rules and regulations.
 - K. For any illegal connection or jumper type device used by an individual to replace any metering device owned by the District, for the purpose of using water without the consent of the District. Said person will be penalized per the Fee Schedule for the illegal act, and could be subject to total disconnection of service and prosecution.
 - L. For removing or cutting lock on any meter without the District's consent will be charged for damages for the offense Per the Fee Schedule and any subsequent offenses thereafter.
- 9.7 The discontinuance of the supply of water to a customer or property owner for any reason shall not prevent the District from pursuing any lawful remedy by action at law equity or otherwise for the collection of moneys due from the water user or landowner or for enforcement of those rules and regulations.
- 9.8 Only an employee, officer or agent of the District may turn on water and all applicants and water users are expressly forbidden to do so without the expressed consent of the District.
- 9.9 Change of Occupancy: It shall be the water user's responsibility to anticipate any change of occupancy. The property owner is ultimately responsible to notify the District office of changes in occupancy and for any unpaid bills by their tenants.

10. OTHER CUSTOMER RESPONSIBILITIES

- 10.1 Inaccessible Meters: The water user shall be responsible for providing safe and easy access to the water meter at all times. At the District's option, a service call charge may be applied to any account whose meter is deemed by the Manager of the District to be so difficult or dangerous to access that a return visit is required. This shall include, but is not limited to, vicious animals, covering of the meter with landscaping, locked fence/gate, or cars, trailers or structures such as deck built or parked over the meter.

The customer must remove the obstruction or have the meter relocated by the District at the customer's expense to a safe and easily accessible location.

It shall be the responsibility of the Manager of the District to determine a meter's accessibility.

11. SERVICE CHARGES

- 11.1. Service charges shall be as provided on the Fee Schedule.
- 11.2. Insufficient checks must be paid for with cash or money order. Checks returned to the District from being shut off for non payment, will result in future payments in cash or money order.

12. LEAKS

- 12.1 The customer assumes all responsibility for the construction, maintenance, repair and any other necessary aspects of the customer's water installation; customer shall make every effort to keep this system free from leaks. Apparent leaks on the customer's water installation shall be repaired by the customer within ten (10) days of receipt of notice by the District. If repairs are not made, the District shall issue written notice of disconnection and five (5) days thereafter shall discontinue water service until the leak is repaired. If in the judgment of the District, an apparent leak in the customer's water installation endangers public safety, constitutes a serious nuisance, or wastes a considerable amount of water in the District's sole and absolute discretion, the District may discontinue water service without notice to the customer.

- 12.2 A water leak is the responsibility of the property owner. Detection and repair of the leak is the customer/property owner's responsibility. If the customer/property owner cannot pay the balance of the bill in full, payment arrangements may be made by contacting the District office.
13. EXTENSION OF DISTRIBUTION WATER MAINS, GENERALLY
- 13.1 The Board may declare the necessity for and direct the extension of water mains as a public improvement.
- 13.2 Any individual, group of individuals, corporation, limited liability company, association, institution, club or other entity desiring to become customers and to purchase water from the District, may upon approval of proper application and as otherwise herein provided, extend the District's water mains.
- 13.3 As stipulated above, distribution water mains are extended at the expense of parties other than the District; however, in order to provide a complete adequate water distribution system to all areas of the District, the District has installed and extended, and may continue to install and extend, water mains.
14. PUBLIC RECORDS
- 14.1 Disclosure: Public Water Supply District No. 1 shall comply with sections 610.010 to 610.030 RSMo, the Sunshine Law, as now existing or hereafter amended.
- 14.2 Copy fees: The District shall charge the following fees for providing access to and furnishing copies of public records which are open for inspection and copying: The sum of \$.50 per page. The hourly fee for search time shall not exceed the average hourly rate of pay for the clerical staff of the District.
15. AMENDMENT OF RULES AND REGULATIONS
- These rules and regulations may be amended at any regular meeting of the Board of at any special meeting thereof called for such purpose.

Adopted by the District Board of Directors on May 18, 2010

FEE SCHEDULE
PWSD#1 OF MONTGOMERY COUNTY

Connection Fees:

¾ " Meter	\$1,275.00
1 " Meter	\$1,475.00
Sewer Connection	\$ 600.00

Meter Deposit:

Owner	\$ 175.00
Renter	\$ 175.00

Service Fee	\$ 25.00
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Water:

Minimum up to 1,000 gallons	\$18.00
Each additional 1,000 gallons	\$ 8.00

Sewer:

Minimum up to 1,000 gallons	\$14.00
Each additional 1,000 gallons	\$ 4.50

Returned Check Charge	\$ 20.00
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Meter Test Deposit	\$150.00
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Late fee/penalty amount	15%
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Additional leak report	\$50.00
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Disconnect fee	\$25.00
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Reconnect fee	\$50.00
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Service call after hours when problem is not the District's	\$100
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