

PUBLIC WATER SUPPLY DISTRICT 6 - RULES & REGULATIONS

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AN ORDINANCE (#2012-2601) ESTABLISHING TERMS AND CONDITIONS FOR THE USE OF AND SERVICES RENDERED BY THE WATER DISTRIBUTION SYSTEM OF PUBLIC WATER SUPPLY DISTRICT NO. 6 OF JEFFERSON COUNTY, MISSOURI
BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE PUBLIC WATER SUPPLY DISTRICT NO. 6 OF JEFFERSON COUNTY, MISSOURI, AS FOLLOWS:

Sec. 1. Definitions.

Unless the context specifically indicates otherwise, the meaning of the following terms used in this ordinance shall be as follows:

a. “Customer” shall mean the person or persons, entities, unincorporated association or other organization approved by District for water service at the Customer’s Premises.

b. “Customer Service Line” is a water line, owned and maintained by the Customer or the Owner of the Customer’s Premises, usually connected to a meter, and used to convey water from the Water Distribution System to the Customer’s premises.

c. “Customer’s Premises” shall mean any dwelling unit, building, structure or other improvement to which the District provides water for consumption, residential, commercial, industrial or other lawful use.

d. “Customer’s Water System” shall mean the Customer Service Line from the meter box to the premises and all other water lines, plumbing fixtures and appurtenances on the Customer’s premises and not owned by the District, including but not by exclusion sprinkler systems and flow limitation devices.

e. “District” shall mean the Public Water Supply District No. 6 of Jefferson County, Missouri.

f. “District Service Line” shall mean the water line between the water main and the meter box.

g. “Fire Service Line” means a water line connected to the District’s water main dedicated to providing water for extinguishing a fire. A Customer Service Line may be connected to a Customer’s fire service line to provide domestic water service.

h. “Main” shall mean a water line, pipe or other conduit, owned by the District and used for the conveyance of water.

i. “Manufactured Housing Unit Park” shall be deemed to mean a tract, lot or parcel of real estate owned by the same person(s) or entity, is developed for two (2) or more units, occupied for dwelling or sleeping purposes, and regardless of Ownership of the housing unit or whether a charge is made for such accommodation. A “Manufactured Housing Unit” is a structure of vehicular, portable design built on a chassis and designed to be moved from one site to another and to be used with or without a permanent foundation.

j. “Multiple Unit Dwelling” shall mean a dwelling unit housing more than one family and includes duplexes, triplexes, four-plex’s, apartments and all similar structures and residences.

k. “Rate Schedule” shall mean the rates for service that the District shall charge for water use and may be amended from time to time at the District’s discretion.

l. "Owner" shall mean the *Owner(s), collectively, of the Land and/or of the Customer's Premises. (Board approved December 20, 2014)

m. "Water Distribution System" shall mean the District's system of reservoirs, tanks, valves, mains, District Service Lines, pipes, meter and meter box connected to a District Service Line, fire hydrants, pumps, or any other water appurtenances used or which may hereafter be used by the District to supply its Customers with water.

Sec. 2. General terms and conditions under which services are supplied.

When a Customer or a Customer's Premises is being provided water by the District through the Water Distribution System it is agreed that the Customer and the Owner of the Customer's Premises understands and agrees to the following:

a. The District will make reasonable provisions to ensure satisfactory and continuous service, but the District does not guarantee a specific or continuous pressure or flow of water to the Customer's Water System, Fire Service Line, fire hydrant or sprinkler system and it is expressly agreed that no liability shall be incurred by District because of failure of water pressure or water flow from any of same. The District may terminate water service, temporarily or permanently, to service and make repairs upon its Water Distribution System, or as reasonably necessary to protect the integrity of its Water Distribution System and to protect its Customers, without notice and shall not be liable for any damages resulting therefrom. The District shall have the right to provide limited service to residences or buildings and not to others as long as such is not done in a discriminatory manner.

b. *The Owner and Customer(s) shall properly protect the District's property and permit no one to inspect or tamper with the District's Water Distribution System, including the meter, except the District's agents or persons authorized by law. The Owner(s) and Customer(s) shall be liable for the cost of repair or replacement of any part of the Water Distribution System that is damaged by the Owner, Customer, their agents, guests or invitees, or by vandalism committed by any known or unknown third party. The Customer and Owner assume all responsibility for Customer's Water System and any water conveyed therein, and shall protect and save the District harmless from all claims for injury or damage to any person or property, or caused by water leaking from, or any defect in the Customer's Water System. (Board approved December 20, 2014)

c. No person except an employee or agent of the District, duly authorized, is to take water from any fire hydrant or fire sprinkler system or flush a fire hydrant or sprinkler system for any purpose except for fire purposes or for the use by a fire district in case of a fire. Water shall not be taken from any fire hydrant or for sprinkling streets, flushing gutters, flushing sewers, or for any purpose except for the extinguishing of fires, unless District shall have given its written consent.

d. Owner and Customer shall not, and shall not permit others on the Customer's Premises, to violate any ordinance, rule, regulation or policy of the District, now in effect or as hereafter adopted or amended.

e. The District reserves the right to amend, alter or change any and all contracts with Customers, or to cancel such contract or contracts, in their entirety for cause, or as expediency may dictate.

Sec. 3. Application for service; connection charge; security deposit.

a. *An application for water service shall be made to the District by the Owner of the Land. When the residence, dwelling or building on the Owners Land is or becomes rented or leased by the Owner, the occupant (Renter) of the Owner's premises shall also complete an application. The application shall be submitted on a form as approved by the District. The Owner shall provide proof of Ownership, by title or deed of the Land and those named thereon shall sign the Owners Water User

Agreement. The Renter shall provide a Renter's or Lease agreement between the Owner of the Land and Renter which is signed and dated by both parties. No application shall be approved for an Owner or occupant (Renter) who is obligated to the District for any sums due on an account or for damages. Approval of an application shall be conditioned upon the Owner and Renter signing respective water user agreement's in the form as prescribed by the District and delivering and maintaining to the District a security deposit in the amount of \$70.00 for an Owner and \$120.00 for an Renter, and in accordance with the District's ordinances, rules and policies. Continued water service shall be conditioned upon the Owner and Renter's continued satisfaction of the water user agreement and the ordinances, rules and policies of the District, now in effect or hereafter adopted. Duplicate billing shall be sent to the Owner and the Renter to satisfy the notification requirements as stated in RSMO 250.140 unless the Owner is billed directly for the services provided. Large users meter deposit to be set by PWSD6. *(Board Approved May 20th, 2014)

Commercial deposits

b. *For new developments, where the Owner of the land leases or rents multiple units for commercial, business or other purposes is required to provide a \$70 owners deposit for each rental unit served by individual water service and each renter of said unit is required to provide \$200 commercial deposit to the District. The renter and owner must complete respective applications to the District and the renter shall provide a lease or renter agreement signed by the owner and renter.

*For existing developments, having multiple units for commercial, business or other purposes which are currently occupied by a renter and such renter has a \$200 commercial deposit on account with the District, the District will consider those accounts secured by the renters deposit, until such time as the rented unit becomes vacant. Once vacant, the Owner shall provide a \$70 security deposit. The renter and owner must complete respective applications to the District and the renter shall provide a lease or renter agreement signed by the owner and renter. *(Board Approved March 21st, 2017)

c. A separate account shall be maintained in the books of the District for the Customer security deposits, and expenditures from such account shall be limited to the refunding of deposits to Customers upon termination of their service contracts and upon full payment of their final bill or transfers of funds to the general fund in the event of forfeiture of the deposit due to non-payment for water services, or any other service charges, penalties, or other sums due pursuant to the terms of this or any other ordinance, rule or policy of the District. Deposits are not required to be maintained as a separate fund.

Sec. 4. Extension of Water Mains; extension of fire main.

a. Prospective water service Customers shall submit applications, plans and drawings, satisfactory to the District, for extensions of water mains and shall execute a water main extension agreement upon terms and conditions approved by the District.

b. Prospective fire service Customers shall submit applications, plans and drawings, satisfactory to the District, for extension of water mains and/or installation of a Fire Service Line and shall execute a fire service main contract upon terms and conditions approved by the District.

c. No extension shall be made to the District's Water Distribution System unless it is planned and installed in keeping with sound engineering practice, and all plans therefore previously approved by the District. The materials used in construction, including water pipe, valves, hydrants and other appurtenances, shall be acceptable and approved by the District, and conform to all District Ordinances.

d. All water main extensions by developers or others will be administered following execution of a water main extension agreement and payment of any required deposits in advance, generally as follows:

1. The developer shall present water system plans and specifications and a plat of the proposed extension or development to the District.
2. Plans and specifications shall be reviewed by District personnel at which time comment or suggested changes will be made as to the water main location, size and depth, joint type bedding material if required and installation and location of valves.
3. The developer shall provide one set of plans and specifications for the District, one set for the District's engineers and one set for the fire protection district in which the proposed development is located. Such plans and specifications shall be prepared by a professional engineer.
4. The district will forward one set of proposed plans and specifications to the appropriate fire district for its review, comment and approval. Construction shall not commence until approval of the plans and specifications has been given by such fire protection district and by the Water District.
5. One set of proposed plans and specifications shall be forwarded to the Water District's engineers for review and approval, especially as they related to the material type and specification.
6. The general specifications relative to material and construction methods shall be the same or equal to those in the plans and specifications used in the initial construction of the District's water system.
7. Pressure testing of completed systems shall be in accordance with standards established and accepted by the District during its initial developer's expense in accordance with such standards before such systems will be accepted by the District.
8. The District will notify the developer to proceed with construction after approval by the District, its engineers and the appropriate fire protection district. In all cases meters will be provided by the District at the expense of the developer and in no case will the installation of water mains smaller than 4 inches in diameter be approved or accepted.
9. The developer shall be notified that such inspections as may be deemed necessary by the District shall be performed at the developer's expense either by District personnel or the District's engineers prior to water service being made available. Upon submittal of plans, the District, in cooperation with its engineer, and after preliminary review of plans, will advise the developer of a dollar amount to be paid to the District by the developer, which amount will be deposited in an escrow account for the project. The fee or escrow amount shall be used by the District to compensate the District for expense incurred by it relating to the proposed construction. District expenses normally include engineering reviewing costs and necessary construction inspection. An accounting of all Districts costs will be provided the developer and any remaining amounts in the escrow account after payment of District expenses shall be returned to the developer. Should additional amounts to the escrow account be required during the construction period, the District will notify the developer and work shall terminate until such requested additional amounts are deposited by the Developer.
10. Upon satisfactory completion and testing, the extensions and improvements together with such easements for water purposes as the District may require shall be conveyed by deed to the District free and clear of all encumbrances. No water service or supply shall commence unless and until such conveyances have been executed and delivered to the District.

Sec. 5. Service and Connections.

- a. District reserves the right to prescribe the location, type and size of all District Service Lines, Customer Water System, Mains, meters, meter boxes, hydrants, or other appurtenances in any manner connected to the District's Water Distribution System. After installation the mains, hydrants, booster pumps, District Service Line, meter and meter box, and all other property and equipment intended to become a part of the Water Distribution System shall become the property of the District; the Customer

Water System, including by not by exclusion the Customer Service Line, shall be the property of the Owner and shall be maintained by the Owner and/or the Customer, their agents, employees or assigns.

*The Customer Service Line terminates on the customers side of the meter setter (yoke) at the compression fitting which the customers water line is attached within the meter pit or first compression fitting on the Customer side just outside the meter pit. The meter setter is the property of the District and shall not be modified or otherwise tampered with by the customer in the course of repairs made by the customer to their water service line. (*Board Approved May 20th, 2014)

b. *The District shall require the Owner or Customer to install appropriate pressure regulating devices, water service shut-off isolation valves, check valves or other water equipment, as the District may specify or require, before water shall be supplied. Customer service lines shall be kept and maintained in good repair and free from leaks, and the Customer's water supply may be disconnected for failure to do so. The District shall not be liable for any damage done or inconvenience caused because of a break, leak or defect in, or water escaping from, customer's service lines, or from connections and fixtures attached thereto on the Customer's premises. **If customer does not have water shut off valve installed and customer requests the District to shut of water service for emergency repairs or other reasons at the meter pit the customer will be charged \$35.00 and water service will not be restored until District verifies that a shut off valve has been installed. (*Board Approved May 20th, 2014), (**Board Approved November 17th, 2015)

c. The District reserves the right to require as a condition of initiating water service that an Owner or Customer deliver to the District a copy of a current occupancy permit for the Customer's Premises as issued by the local governmental authority.

d. All water taps and service connections to the District's system shall be made by District personnel or under the direct supervision of District personnel and such taps shall include all work and materials necessary to provide at a location on the Customer's property nearest the water main and shall include further, all excavation and backfill, tapping the main, and installing the corporation cock, laying the service line from the District's water main to the meter, furnishing and installing the meter, meter yoke, meter box and cover, shut-off valve and all required fittings. The cost of a water tap and meter installation shall be set by the District, and shall vary depending on the amount of work required for the installation, the equipment used, the time required to complete the task, and for any other installation or repair costs which may be incurred. *Tap fee (all sizes) is \$1,000 (*Board Approved November 17th, 2015)

e. A fee in a sum approved by the District shall be required for turning on water service that has previously been shut off for non-payment. If a Customer desires to have water service turned on "after hours" as defined to mean after 3:00 pm on any regular workday and at any time during a weekend or holiday a \$35.00 "after hour" fee must be paid prior to turning water service on. If a customer makes payment before 3:00 pm on a regular workday, no "after hours" fee is charged.

District shall have no obligation to turn on water service at the Customer's Premises if the Owner, Customer, or their agent, is not present to inspect the Customer's Premises for open faucets or leaks, and shall not be liable for any damage suffered due to any open faucet or leak.

*As requested by the District or the customer both shall agree upon a specific date and time during regular business hours for District to conduct a service call at no charge to the customer. If customer or their agent fails to make the agreed appointment the District will re-schedule the service call at no charge. If, on the re-scheduled service call the customer is not on site by 10 minutes after the specified time and customer had made no prior contact to the District to inform of lateness or cancellation a \$35.00 charge will be applied to the customer account. (*Board Approved November 17th, 2015)

f. With respect to a Manufactured Housing Unit Park developed after the date of this Ordinance, Owner shall install individual meters for each Manufactured Housing Unit space, and shall bear the expense of the design, construction and installation of any extension of the Main, the District Service Line(s), the meter(s) and meter box(s) and any and all additional equipment and materials required to construct and install same and the Customer's Water System in accordance with written plans that must be submitted to and approved by District prior to construction or installation. The expense

incurred by District to review such plans shall be borne by Owner. No Manufactured Housing Unit, nor any pad designed to hold such unit, shall be located over any part of the Water Distribution System nor any easement for any part of the Water Distribution Systems. The Water Distribution System, and easements approved by District and required for same, shall be conveyed to District by Warranty Deed, free and clear of any liens or encumbrances.

Sec. 6. Backflow Prevention.

a. If it is determined that a Backflow Prevention device is needed, then the Customer or Owner shall install an approved backflow prevention device on each Customer Service Line to the Water System serving the Customer's Premises where, in the judgment of the District or the Missouri Department of Natural Resources, actual or potential hazards to the District's Water Distribution System exists. The type and degree of protection required shall be commensurate with the degree of hazard. The Owner and Customer shall be required to follow all rules and regulations set forth in this ordinance and all other regulations that may be adopted from time to time by the United States Environmental Protection Agency, the Missouri Department of Natural Resources, or by the District.

b. Cross connections are prohibited and no water service connection shall be installed or maintained to any premises where actual or potential cross connections to the District's Water Distribution System or Customer's Water System may exist unless such actual or potential cross connection(s) are abated or controlled to the satisfaction of the District and as required by the laws and regulations of the Missouri Department of Natural Resources.

c. Backflow prevention devices required under this rule shall be of a type, model and construction which is approved by the District and installed at a location and in a manner approved by the District and shall be installed and maintained at the expense of the water Customer.

d. Periodic inspection and testing schedules may be established by the District for all backflow prevention devices at the District's sole discretion.

e. All costs associated with inspections, cleaning, testing, repairing, overhaul or replacement of backflow prevention devices shall be the responsibility of the water Customer or user. All inspections, cleaning, testing, repairing and overhaul of backflow prevention devices shall be performed by a State of Missouri certified backflow prevention service tester. It shall be the responsibility of the Customer to provide the District with written inspection or repair documentation upon receipt.

f. Backflow prevention devices found to be defective shall be repaired or replaced at the expense of the Owner and/or Customer without undue delay and in any event no later than thirty (30) days from the discovery of the defect. Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific written authorization from the District. Bypass piping around a backflow prevention assembly is allowed only if the bypass is equipped with an identical or better backflow prevention assembly.

g. The District shall deny or discontinue, after reasonable notice to the Owner or Customer thereof, the service to any Customer Premises wherein any backflow prevention device required by this rule is not installed, tested or maintained in a manner acceptable to the District or if it is found that a backflow prevention device has been removed or by-passed or if an unprotected cross connection exists on the premises. Water service to the Customer's Premises shall not be restored until the Owner or Customer has corrected or eliminated such conditions or defects in conformance with this rule to the satisfaction of the District.

Sec. 7. Meters – Manner of keeping; inspection; authority to remove.

a. *The Owner, Customer and any occupants where any water meter is located shall be liable to maintain the meter and meter box free from obstructions on or about the same, and shall maintain the location so that the meter box and meter are conveniently accessible at all times to the District for reading, inspecting and repairing. The Owner and Customer shall be liable to maintain the meter and meter box free from damage from negligence and vandalism, and liable for any damages suffered to the meter or meter box. (Board approved December 20, 2014)

b. *The Water Distribution System, including the District Service Line and meter, shall be unobstructed and available for inspection by District personnel at all reasonable times. (Board approved December 20, 2014)

c. *The District shall have authority to remove any water meter and meter box that it deems improperly located and to relocate the meter and meter box at the expense of the Owner and the Customer or, alternatively, to terminate service in the manner as herein provided until the Owner or Customer relocates the meter to a location approved by the District and in the manner satisfying all rules and regulations of District. (Board approved December 20, 2014)

d. Service meter errors which do not exceed two percent (2%) fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that as ten percent (10%) load, unless a water user's rate of usage is known to be practically constant, in which case the error at such constant use will be used.

e. Before meters will be tested by District personnel at the request of a Customer, the Customer shall provide the District with a meter check deposit. Meters shall be tested with the use of equipment and by methods approved by the District. If no inaccuracy is found, the deposit will be retained by the District and the meter will be reinstalled. If inaccurate, the deposit will be refunded and an adjustment of the Customer's bill will be considered by the District.

f. Except as otherwise provided herein, no more than one (1) mobile home, dwelling or residence shall be supplied from one meter, tap, or attachment.

Sec. 8. Prohibited Acts.

a. No person, unless properly authorized by the District or authorized District personnel, shall connect, remove, repair or otherwise disturb any water main, District service line, or water meter or meter box, nor turn on the supply of water for a service from which the supply has been turned off by the District on account of non-payment for water service, or for any other reason.

b. Unless properly authorized by the District, no person or entity shall be permitted to sell water taken from the Water Distribution System to other persons or entities.

c. No person shall willfully molest, disturb, break, damage or in any manner wrongfully interfere with or damage any part of the Water Distribution System.

d. No person shall take any water from the Water Distribution System without legal authority to do so nor open, remove, disturb, operate, dig out or maliciously cover any fire hydrant (except operation by duly authorized personnel of a local fire department or fire district), meter or meter box, valve, valve box or other fixture or appurtenances to the District's Water Distribution System.

e. No person, except authorized District personnel, shall break or tamper with the water meter seal.

f. No person shall install any lawn sprinkler or other equipment of any type which will require use of a back flow preventer without the district's approval and satisfaction of all rules and regulations regarding backflow prevention.

g. No person shall violate any other ordinance, rule, regulation or policy of the District, now in effect or as hereafter adopted or amended.

h. Each violation of this section shall be a misdemeanor and shall be subject to a fine of not less than \$100.00 nor more than \$500.00.

i. *Any person or customer who has their water service discontinued for non-payment of water bill shall not call the District's after hour emergency telephone voice mail system and will be charged \$35.00 for doing so. (*Board Approved November 17th, 2015)

Sec. 9. Service Rates; fees.

The District shall from time to time review, determine and approve any and all rates or fees charged by the District including, but not by way of exclusion, tap on fees, connection fees, meter deposits, security deposits, disconnection fees, re-connection fees, bad check fees, delinquency fees, minimum monthly charges and water user rates. Those fees and rates that are now in effect shall be and hereby are approved and adopted. No interest shall accrue or be paid on Customer deposits.

Sec. 10. Billing and Payment.

a. Customers of the District shall be charged for water services from the time the water is turned on at their request until water is turned off *and for the availability of service pursuant to Section 12 a. and b. The Owner, Customer and any occupant therein shall be responsible for all metered water to the maximum extent allowed by law. (*Board Approved June 21st, 2016)

b. The District shall establish procedures for billing for water service and shall make collection thereof, at least monthly, depositing all proceeds in the District's general revenue fund. The District shall establish procedures to keep an accurate record of such transactions and proper books, and shall see that a full, complete and accurate record of all operations of the District are made and preserved.

c. The amount of water used shall be determined by meter reading. For the purpose of billing only, water use may be estimated by the District based upon the average use of water at the premises for three months of use. Meters will be read monthly between the first and last day of each calendar month, or at such other segments as the District shall in its sole discretion determine.

d. All water bills shall be due and payable on the date rendered at the principle office of the District during the regular hours of business, and shall be deemed delinquent if not paid by the "due date" stated thereon or within fifteen (15) days of the date rendered, whichever is later. A *delinquency fee of \$5.00 minimum or 10% whichever is greater shall accrue upon all delinquent accounts each month until the full amount of the account, including all user charges, delinquency fees, disconnection and re-connection fees, damages or other fees or sums owed in accordance with the approved schedule of rates and fees of the District shall have been paid. (*Board Approved November 17th, 2015)

e. *The Owner(s) of any Residential, Business or Commercial development or dwelling to include Manufactured Housing Park wherein all units are now or hereafter supplied with water by the District through a master meter shall be computed as follows and based on the then current water rates: The monthly minimum charge for the Master Meter will equal the total number of units for full occupancy (Total Development Units, TDU) multiplied by 80% then that product is then multiplied by the then current minimum rate of \$13.03 for the first 1,000 gallons and \$5.42 for each 1,000 additional gallons. (*Board Approved August 19th, 2014)

Master Meter Minimum Monthly Charge Calculation

(Example: TDU = 20, therefore 20 x 80% = 16, then 16 TDU's x \$13.03 = \$208.48), then 16 TDU's x 1,000 gal = 16,000 gal and credited to the total gallons from the monthly master meter reading. (Example: 80,000 gal – 16,000 gal = 64,000 gal x 5.42/1,000 gal = \$346.88) Total Monthly Charges (\$208.48 + 346.88 = \$555.36)

Current Rate Schedule

Monthly Minimum Charge, for 1st 1,000 gallons	\$	13.03
Monthly Charge for each Additional 1,000 gallons	\$	5.42
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Total # of Development Units (TDU)		20
Total # of Development Units (TDU) x 80%		16
Monthly Minimum Rate - 1st 1,000 gallons	\$	13.03
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Monthly Minimum Charge	\$	208.48
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Master Meter, Total Gallons Metered per month		80,000
80% of TDU x 1,000 gallons - (Credited)		16,000
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Total gallons in excess of (Credited)		64,000
Additional gallons @ \$5.42/1,000 gal	\$	346.88
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Total Monthly Bill	\$	555.36

f. The District shall have a cause of action to recover all claims for delinquent water bills and fees due against the Customer(s) of the premises, and against any occupants thereof, together with the District's costs of collection, including reasonable attorney fees.

g. In addition to any other costs or fees recoverable by the District, District may recover from the Customer, and the maker, a *service fee of \$30.00 to recover its administrative cost for any check, draft or other instrument which is returned unpaid for any reason. *The District shall apply a \$3.00 service fee when customer pays on account by credit card. (*Board Approved November 17th, 2015)

Once the District receives a "bad" or insufficient funds check from a customer, to either have water service restored after being shut off for non-payment or to prevent their water service from being shut off just prior to shut off day shall receive a door tag stating the circumstances of the returned check and the total amount needed for continued water service. The total charges include current and past due amount, bank, reconnect and other charges. The door tag will state the customer has until 12:00 noon the next day to pay the total charges or the water service will be disconnected. Payment shall only be made with cash, cashier check, money order or debit/credit card. (*Board Approved July 21, 2015)

h. District may add to Customer's account and include in the water bill its cost and expense to repair or replace any part of the Water Distribution System damaged by any negligence or vandalism for which Customer is responsible as herein provided. District shall have all remedies for collection thereof, as herein provided for delinquent water bills or otherwise provided by law.

i. *The District shall send a Notice of Intent to File a Lien to customers who has an account balance 90 days past due and exceeds two times the amount of the customers deposit. The Notice of Intent will be sent by certified mail and if not paid after the 10th day of the dated USPS certified mail return receipt, the customer's account shall be active and the deposit amount applied to the account balance. A lien shall be filed as authorized by RsMO Section 247.110 (3.), whereas, "Upon ten days prior notice to the person to whom water service was delivered, the board of directors of a water district may cause to be filed with the recorder of deeds in the county where the land is located a legal description of the property on which water charges are thirty days or more delinquent, the names and addresses of the title owners and the amount due, provided the person who owns the property is the same person who owes for the water service delivered, which shall constitute a lien upon the land so charged. The board shall file with the recorder of deeds a notice of satisfaction when the delinquent amounts, any interest on the delinquent amounts and any recording fees or attorney fees have been paid in full". (*Board Approved July 21, 2015)

Sec. 11. Discontinuance of Service by District.

a. The District may, after due notice has been given, discontinue water service to any Owner or Customer for violation of any ordinance, rule, regulation or policy now existing, or hereafter adopted by the District, including but not by way of exclusion the ordinances, rules, regulations and policies of the District prohibiting connection of the Water Distribution System or any Customer Service Line connected thereto to another source of water or cross connection of water, tampering with, damage to or vandalism of any District property, or inaccessibility to the water meter and pit for readings and service.

b. If any account for water service shall be delinquent, the service to such Owner or Customer shall be discontinued and shall not be re-connected until all sums due thereon, together with *disconnection and re-connection fees of \$40.00 are fully paid. (*Board Approved November 17th, 2015)

c. The District may, as provided by law, negotiate and enter a contract with any municipality or other governmental agency, or any private or public sanitary sewer company or district (herein "Sewer Provider"), for the termination of water service in the event of non-payment for sanitary sewer services. As provided by law, and in accordance with the terms of any such contract, the District may terminate and discontinue water service to premises of any Customer upon notice by Sewer Provider that a Customer has failed to pay for sanitary sewer services in accordance with the requirements of such Sewer Provider. Water service may be terminated without further notice if the Sewer Provider represents to the District that it has delivered written notice of termination of water service to the Customer.

d. The District may discontinue water service without notice if a District employee discovers an occupant of the premises using water without a contract for service, or by bypassing the meter or otherwise fraudulently obtaining water, or upon determination that due to any act or omission, or existing condition, the integrity of the District's Water Distribution System is threatened such that there is a threat of immediate injury to any person or any property, or otherwise for the public safety, and as reasonably necessary to make repairs to the Water Distribution System.

e. Notice as herein provided shall be in writing. Notice to a Customer or occupant shall be delivered either by US mail addressed to the Customer's Premises, postage prepaid, or personally by delivery to any person residing at the Customer's Premises who is age fifteen (15) or above, or by posting it conspicuously upon the Customer's Premises. Notice to an Owner shall be delivered either by US mail addressed to the Owner's last known place of residence, postage prepaid, or personally by delivery to any person residing at the Owner's residence who is age fifteen (15) or above. Notice delivered by US mail shall be deemed delivered the next business day following the date deposited with the US postal system; notice delivered personally or by posting shall be deemed delivered the date so served or posted.

f. The District, its agents and employees shall not be liable to the Customer or to the Owner for any damages resulting from disconnection when disconnection is made according to these Rules and Regulations or otherwise as allowed by law.

g. *Policy for Customer Account – upon Death
When it is reported to the District office that a customer has passed away and the reporting party requests the water service to be shut-off, it shall be the policy of the District to honor a request when the following conditions are met:

1. The District is provided with and confirms name and contact information of the Executor of Estate
2. A Certificate of Death or obituary is provided by Executor of Estate

If the above conditions cannot be met the District will not shut-off the water service until after the third business day of the parties request unless there are circumstances which may expose the District to certain risk. The District will make every effort to verify the death of the account holder prior to shutting off the water service. (*Board Approved 3/15/2016)

Sec. 12. Discontinuance of service by Renter or Owner

a. Upon notice by a Renter to terminate water service, the District will promptly during regular business hours terminate the service. Final bills for water service, and any and all other fees due, shall be immediately due and payable. *Only the named account holder of the District records may have water service terminated. A Renters deposit on Account will be applied towards the final bill and a refund issued only if the Account balance is paid in full. If the Account balance is not paid in full after applying the Renters deposit and the Renter defaults on the remaining balance due, the Owner shall be responsible to pay the Account Balance not paid by the Renter before water service is restored. The Owner shall be responsible for the Owners Account and pay monthly, the then current Minimum Monthly Charge for the availability of service, beginning the next billing cycle after the Renter gives notice to terminate water service and thereafter, or until such time that a new Renter requests water service for the residence. The District will not terminate a Renters water service at the request of the Owner. (*Board Approved June 21st, 2016)

b. At the request of an Owner, and upon payment of any fees due for the service, water service may be terminated or discontinued temporarily. *The then current Minimum Monthly Charge will continue to be applied to the Account on a monthly basis and be due and payable for the availability of service at the Owner’s property. (*Board Approved June 21st, 2016)

Sec. 13. Right of Entry.

Authorized District personnel shall, at all reasonable hours, be granted access to meters, meter boxes, service connections, plumbing systems and any other appurtenance to the Water Distribution System and the Customer’s Service Line for purposes of installation, maintenance, repair, inspection or other reason having to do with the operation of the District’s Water Distribution System. The Customer agrees that the District shall be granted an easement for water lines and meters as well as reasonable access to the same.

Sec. 14. Fire Riser Charge.

In addition to the rates charged in accordance with the rate schedule, there shall be a monthly charge for each fire riser connected to an automatic sprinkler system or hose standpipe as follows:

Size	Monthly Charge
2” riser or less	\$1.00
3” riser	\$1.50
4”	\$2.00
5”	\$2.50
6”	\$4.00

Sec. 15. Water Use for Fire Prevention Purpose. (Board approved May 19th, 2015)

a. Any fire protection district that takes water from any fire hydrant or other facilities belonging to the District, for extinguishing fires, filling tankers and fire- fighting training purposes, shall be charged for the water so used at the then prevailing rate for water charged by the District. Each separate use of water shall be charged in accordance with the minimum rate schedule of the District so that each separate use shall incur a charge in an amount no less than the existing minimum water bill charged by the District. If more than one hydrant or facility is used to fight one fire, all of the water used from the separate hydrants or facilities shall be lumped together to create one charge.

b. It is the duty of any fire protection district taking water from any hydrant, or other facility, within 72 hours after using same, to submit a verified statement by USPS mail or email to the District as to the gallonage of water so used. This report shall also contain the location of the hydrants or facilities used, and the date and time they were turned on and off. The District will refer to the following table as an aid in calculating the gallonage used:

Size of Pipe	Pounds Pressure Per	Gallons Water Flow Per Minute
4"	100	290
	150	350
	200	410
6"	100	800
	150	1000
	200	1200
8"	100	1710
	150	2100
	200	2300

d. Any fire protection district taking water from the hydrants or facilities of the district, shall immediately and simultaneously, with the commencing of the taking of the water notify the District, advising what hydrants or facilities are being used and for what purposes, and any other information as to additional needs the user may require. The user shall maintain in effect pressure devices during the time of the taking of said water, at any hydrant involved, and at all times the pressure at any hydrant drops below 20 pounds per square inch, it will immediately cease and desist drawing water from that hydrant until the pressure rises above 20 pounds. It will be the obligation of any fire protection district prior to use, to keep and maintain in its records the addresses and telephone numbers of the manager, assistant manager, and all service personnel employed by Water District Number 6 and upon request for this information, same will be furnished by the District.

Sec. 16. Conservation.

For the purpose of conserving the supply of water which may be available for distribution to its Customers, the District shall have the right to require Customers whom it serves to comply at all times with such limitations and restrictions that the District may see fit to impose and declare to be in force and in effect. The restrictions may include, but not by way of exclusion, reduction in the use of water generally, or alternate and stagger days or periods during which time certain groups of Customers may or may not use water, or any other conservation measure deemed necessary to meet the circumstances.

Sec. 17. Multiple Unit Dwellings.

A meter may be installed for each unit of a multiple unit dwelling so that each individual unit shall be served by an individual meter or a meter may be installed for the entire multiple unit dwelling so that all individual units shall be served by one meter, as the district may determine. Each meter or meters shall be installed in a manner that is in compliance with the rules, regulations, and ordinances of the District.

Sec. 18. Volume and Rate Consumption.

When a Customer uses excessive high volume and/or rate of water, or utilizes equipment that may adversely affect the operation of the Water Distribution System, the District may require the installation, at the Customer's expense, of a flow limitation device, separate meter and/or service connection for such usage and may restrict the use of same to a schedule such that water may be taken only during "off peak" periods.

Sec. 19. Agreements with other Public Water Supply Districts.

The District may make specific water service contracts with other Public Water Supply Districts differing from the provisions provided herein.

Sec. 20. Tank Sales and Fire Hydrants use. (Board approved May 19th, 2015)

The District does not allow the taking of water from any fire hydrant, by any person, business or other entity with the exception of District personnel and the Fire Protection Districts. The District may authorize tank sales or sales in bulk of water from the West Four Ridge Ground Storage tanks only and charge such rates as it may determine with regard to the current rate schedule.

Sec. 21. Rules, Regulations and Policies.

The District shall establish rules, regulations and policies as further necessary to implement this ordinance and which shall not be inconsistent with this ordinance. All current and existing rules, regulations and policies shall be and hereby are approved and adopted.

Sec. 22. *Missouri One Call Utility Locates.

Any entity within the boundaries of the District having underground utilities which do not participate in the Underground Facility Safety and Damage Prevention Act, (RSMo Chapter 319) and have made request through Missouri One Call for utility locates within District boundaries shall be charged \$3.00 for the processing and forwarding for each of the requested locate ticket(s) to the non-participating entity of which the District receives a utility locate request. (*Board Approved November 17th, 2015)

Sec. 23. *Leak Credit Eligibility (Board Approved February 17th, 2015)

- a. The Water District may provide a one-time leak credit, per property owner/customer to adjust a high water bill resulting from a customer water service line leak that is underground and located between the connection point at the meter setter to the entry point of water service to the building.
- b. NO ADJUSTMENTS are made for leaks involving irrigation systems, sprinkler systems, pools, spas, water features, leaks inside the building, toilets, water using appliances, outside spigots, hoses, or any leak that is not underground on the customer's water service line.
- c. Customers whose accounts are delinquent must pay all past due amounts before a water leak credit can be considered for approval.
- d. Customers who are otherwise reimbursed or compensated for water leaks by others, such as Landlords or Owners are not eligible for a leak credit from the Water District.
- e. The credit applied will be approximately the equivalent of one-half (50%) of the overage, incurred during the billing cycle in which the leak occurred and based upon the customers previous 12 months running annual average of normal usage, in gallons and calculated at the then current rates for additional gallons over the first 1,000. (See Example below)
- f. Customer must complete the Leak Adjustment Credit Form and provide evidence to the District that the leak has been repaired by providing invoices or receipts for the repair or replacement of water service line.

Calculating Water Leak Credit - Example Only:

Average Monthly Usage =	5,000 gallons
July Water Meter Reading =	88,500 gallons
<u>August Water Meter Reading =</u>	<u>108,500 gallons</u>
Difference =	20,000 gallons
<u>Less Monthly Avg =</u>	<u>-5,000 gallons</u>
Water loss to Leak =	15,000 gallons
<u>X 50% =</u>	<u>7,500 gallons</u>
Leak Credit =	7,500 gallons

Or 7.5 units of 1,000 x current rate (\$5.42 per 1,000 gal) = \$40.62 Total Credit

REQUEST FOR WATER LEAK CREDIT

Customer Information

Name on Account: _____

Account Number: _____ Phone Number: _____

Service Address: _____

Water Leak Repair Information

Date Leak Discovered: _____ Leak Repaired: _____

Professionally Repaired? _____ Self Repaired? _____

Is Customer Service Line equipped with a properly operating Shut-Off Valve? _____

For Self Repairs, Describe nature and location of leak and how repaired _____

Please note: Completion of this form does not guarantee a credit adjustment will be made to your water bill. All credit adjustments are issued based on your average usage from previous account history and are credited for water loss only due to an underground leak on your water service line. Once the application for credit is reviewed you will receive notification of the results from the Water District office. Please return the completed application form along with copy of Plumbers repair bill, receipts or other documentation to the address above or drop by the Water District office.

I have read, understand and agree with the eligibility requirements for a water leak credit and any willful misrepresentation of the information to obtain a water credit will result in denial of leak credit or reversal of leak credit, if given.

Signature: _____ **Date:** _____

<i>For Office use only:</i>	
Date Received: _____	Water Bill original Amount: _____ Avg Monthly Usage: _____
Leak Credit Amount: _____	Approved/Denied: _____
Manager Signature: _____	Date: _____

Sec. 24. Water Rates & Charges (Board Approved November 17th, 2015)

RESIDENTIAL

GALLONS METERED	Cost/ 1,000 gal	COUNTY TAX	STATE TAX	PRIMACY FEE Missouri Department of Natural Resources	TOTAL	If Not Paid By Due Date Late Fee Applies, \$5.00 Minimum or 10%, whichever is greater			
						Monthly Bill	w/Min	w/10%	Total Bill
1,000	\$13.03	\$0.20	\$0.00	\$0.25	\$13.48	\$13.48	\$18.48		\$18.48
2,000	\$18.45	\$0.28	\$0.00	\$0.25	\$18.98	\$18.98	\$23.98		\$23.98
3,000	\$23.87	\$0.36	\$0.00	\$0.25	\$24.48	\$24.48	\$29.48		\$29.48
4,000	\$29.29	\$0.44	\$0.00	\$0.25	\$29.98	\$29.98	\$34.98		\$34.98
5,000	\$34.71	\$0.52	\$0.00	\$0.25	\$35.48	\$35.48	\$40.48		\$40.48
6,000	\$40.13	\$0.60	\$0.00	\$0.25	\$40.98	\$40.98	\$45.98		\$45.98
7,000	\$45.55	\$0.68	\$0.00	\$0.25	\$46.48	\$46.48	\$51.48		\$51.48
8,000	\$50.97	\$0.76	\$0.00	\$0.25	\$51.98	\$51.98		\$57.18	\$57.18
9,000	\$56.39	\$0.85	\$0.00	\$0.25	\$57.49	\$57.49		\$63.23	\$63.23
10,000	\$61.81	\$0.93	\$0.00	\$0.25	\$62.99	\$62.99		\$69.29	\$69.29

Business

GALLONS METERED	Cost/ 1,000 gal	COUNTY TAX	STATE TAX	PRIMACY FEE Missouri Department of Natural Resources	TOTAL	If Not Paid By Due Date Late Fee Applies, \$5.00 Minimum or 10%, whichever is greater			
						Monthly Bill	w/Min	w/10%	Total Bill
1,000	\$13.03	\$0.20	\$0.63	\$0.25	\$14.11	\$14.11	\$19.11		\$19.11
2,000	\$18.45	\$0.28	\$0.89	\$0.25	\$19.87	\$19.87	\$24.87		\$24.87
3,000	\$23.87	\$0.36	\$1.16	\$0.25	\$25.64	\$25.64	\$30.64		\$30.64
4,000	\$29.29	\$0.44	\$1.42	\$0.25	\$31.40	\$31.40	\$36.40		\$36.40
5,000	\$34.71	\$0.52	\$1.68	\$0.25	\$37.16	\$37.16	\$42.16		\$42.16
6,000	\$40.13	\$0.60	\$1.95	\$0.25	\$42.93	\$42.93	\$47.93		\$47.93
7,000	\$45.55	\$0.68	\$2.21	\$0.25	\$48.69	\$48.69	\$53.69		\$53.69
8,000	\$50.97	\$0.76	\$2.47	\$0.25	\$54.46	\$54.46		\$59.90	\$59.90
9,000	\$56.39	\$0.85	\$2.73	\$0.25	\$60.22	\$60.22		\$66.24	\$66.24
10,000	\$61.81	\$0.93	\$3.00	\$0.25	\$65.98	\$65.98		\$72.58	\$72.58

Min Charge, 1st 1,000 gal	\$13.03	Disconnect fee (water)	\$40.00
Additional Charge, per 1,000	\$5.42	Disconnect fee (IGA w/Sewer)	\$100.00
Owner Security Deposit (new accts)	\$70.00	Tampering penalty, Min	\$100.00
Renter Security Deposit (new accts)	\$120.00	Tampering penalty, Max	\$500.00
Business Security Deposit (new accts)	\$200.00	After hours Charge	\$35.00
Large User Security Deposit	TBD by PWSD6	Tap fee (all sizes)	\$1,000.00
Late fee, Minimum	\$5.00	Damages	at cost
Late fee, as %	10%	*MO One Call Utility Locate	\$3.00
Return Check fee	\$30.00	*No Shut off Valve penalty	\$35.00
Credit Card Terminal fee	\$3.00	*Abuse of Emergency VM	\$35.00
Disconnect for Non Payment	60 Days	*2nd Missed appointment	\$35.00