

**PUBLIC WATER SUPPLY DISTRICT NO.3,  
OF CLAY COUNTY, MISSOURI**

**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 NO. 3 OF CLAY COUNTY, MISSOURI.**

**BE IT RESOLVED BY PUBLIC WATER SUPPLY DISTRICT NO. 3 OF CLAY COUNTY, MISSOURI, AS FOLLOWS:**

**RULES AND REGULATIONS**

1. **General:** These Rules and Regulations have been adopted to govern the water services furnished by the Owner in a uniform manner for the benefit of the Owner and its water users and are subject to change as herein provided without notice to any water users or any other person. All such changes must be approved by the State Director of the United States Department of Agriculture, Rural Development, so long as the Owner has unpaid obligations which are held or insured by the United States of America. Any amendment or change to the Rules and Regulations shall be effective on the date such amendment or change is passed by the Owner, as herein provided, or on such other date as the Owner may by resolution designate. Such amendment or change shall be ineffective only if not approved by the USDA, Rural Development, as herein before provided, but in the event such approval is given by the USDA, Rural Development, said approval shall be retroactive to the date of such change or amendment, as provided herein or as otherwise provided by resolution of the Owner. If any portion of these Rules and Regulations shall be declared invalid by competent authority, such invalidity shall not affect the validity of the remaining portion.

2. **Definitions:** The following expressions when used herein will have the meaning stated below:

Owner: Public Water Supply District No. 3 of Clay County, Missouri.

Applicant: Any individual, firm, partnership, corporation organization, 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 user's agreement.

Board: The Board of Directors of Public Water Supply District No. 3 of Clay County, Missouri.

Water User: Any individual, firm, partnership, corporation, organization, 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 water services, or to whom water services are made available, from the District's facilities pursuant to a written water user's agreement.

Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the water user's agreement or in any other agreement with the District where it shall be mentioned.

Service: The term service when used in connection with the supplying of water shall mean the availability for use by the water user of water subject to the provisions of these Rules and Regulations and the bylaws of the Owner. Service shall be considered as available when the Owner maintains the water supply at a minimum of 20 psi pressure at the point of delivery with the service line static, in readiness for the water user's use, regardless of whether or not the water user makes use of it.

Landowner: Any person owning property served by the water system of the Owner or who has a leasehold interest therein with more than a year to run. The term "landowner" shall also include life tenants but the Owner may at its discretion require remaindermen to enter into any agreement required with the property owner under these Rules and Regulations, and the remaindermen shall be bound by these Rules and Regulations in all respects.

Water User's Agreement: The written agreement or contract between the water user and the Owner, pursuant to which water service is supplied or made available.

State Director: The State Director of the United States Department of Agriculture, Rural Development for Missouri or his successor.

Water Service: A water service shall consist of facilities for supplying water to one residence or business establishment located on land within the Jurisdiction of the Owner.

3. **Rate Schedule:** Rate schedules for water and water service are fixed by the Owner, with the approval of the State Director of the USDA, Rural Development, so long as the Owner has unpaid obligations which are held or insured by the United States of America. The rate schedule is subject to change by action of the Board. If a provision of the rules and regulations conflict with a provision of the rate schedule, the provision of the rate 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 costs of operation, maintenance, depreciation, necessary extensions and enlargements, and payment of the principal and interest on any general and

special obligation bonds, then outstanding, with their attendant obligations pursuant to the terms of the bonds and authorizing resolution, the Owner shall increase the water rates for the first month thereafter to an amount sufficient to meet these costs and obligations.

The Owner may require, at its discretion, for meters to be read by the water users and readings reported to the Owner.

4. **Applications:** Applicants for water user's agreements shall make application to the Owner. Such applications shall be in writing and the Owner shall prescribe the form of such application.

5. **Service**

- A. **Readiness to Accept Service:** Before installing a service extension and providing water, the Owner may require the applicant to pipe his home and be in readiness to accept service.

- B. **Service is for Sole Use of The 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 consumer. The water user shall not share, resell, or sub meter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Owner for the duration of the emergency. 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; provided that in the event that a farm contains two or more residences, a meter shall be required for each residence, unless the Owner shall find such to be an unusual hardship upon the water user, in which case a special agreement may be made concerning such additional residence and the rules for a multiple-unit dwelling as set forth in these Rules and Regulations shall be applied to determine the rate for such farm containing two residences.

- C. **Right to Inspect:** Representatives of the Owner shall have the right at all reasonable hours to enter upon the water user's premises to read and test meters, inspect piping, and to perform other duties for the maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by the water user.

- D. **Hardship Agreements:** The Owner may enter into a special agreement whereby a right of entry is granted to the Owner to read a meter placed on private property for remotely located residences or remotely located water uses, where the location of the meter as provided in these Rules and

Regulations would, in the Owner's opinion, cause undue hardship and expense on the water user. Such special agreements must be written and no water user or applicant for water service shall have any right to force the Owner to enter into such a special agreement, but such agreements must be entered into solely at the discretion of the Owner. The Owner may in the alternative apply the multiple-unit residence rule stated in these Rules and Regulations.

E. **Continuity of Service:** The Owner will make all reasonable efforts 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 Owner will not accept responsibility for losses, which might occur due to such necessary interruptions.

The Owner does not accept responsibility and shall not be liable for losses, which might occur due to interruption to service for any cause and does not accept responsibility for losses due to the failure to the Owner to notify any water user of any such interruption.

F. **Services:** The Owner will install and all water service pipes from its mains to the meters on 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 is available at the point of delivery requested by the applicant or water user. The service pipe shall not be less than 3/4ths inch in size. The Owner will also install and pay for the Owner's main connection, meter and meter setting. The meter will set at the point on the water user's premises designated by the Owner.

G. **Piping Work to be Inspected:** All piping work in connection with pipe and services connected with the Owner's main shall be submitted to the inspection of the Owner before such underground work is covered up. Whenever, the Owner determines that a job of plumbing is obviously defective, although not in direct violation, the Owner may require that it be corrected before the water will be turned on. The Owner may prescribe the type of materials and the standard of workmanship to be followed in enforcing this section.

H. **Intercepting Tank Required for Large Customers:** Service pipes shall not be connected to the suction side of pumps. The supply for use of a character requiring a large quantity of water within as short period will not be permitted except through intercepting or intermediate storage tanks.

I. **Check Valves, Flush Valves and Vacuum Breakers:** Water users having boilers or hot water systems connected with mains of the Owner must

have a check valve in the supply pipe to the boilers and hot water heating systems, together with a release valve at some point between the check valve and the heating system. All water users are hereby cautioned against danger of collapse of boilers since it is sometimes necessary to shut off the supply of water without notice and, for this reason, a vacuum valve should be installed in the steam lines to prevent collapse in case the water supply is interrupted. The Owner, however, will not be responsible for accidents or damages resulting from the imperfect action or failure of said valves.

**J. Cross-Connections and Interconnections:** The Owner will not allow to be made any physical connection in its water supply system to that of any other pipe system or equipment, where such other pipe system or equipment in any manner receives all or any part of its supply of water directly or indirectly from wells, streams or any source other than that of the water system of the Owner.

No other interconnection or cross-connection, as defined below, shall be permitted. The making, causing or permitting of the installation or existence of any interconnection or cross-connection shall constitute a violation of the Rules and Regulations of the Owner and such prohibited connection shall be removed forthwith in a manner acceptable to the Owner and the duly constituted public health officials.

Failure to do so within two days from and after date of notification by the Owner may result in discontinuance of water service without further notice.

When used in these Rules and Regulations, the following words and phrases shall have the meaning herein provided.

(1) Cross-Connection: A cross-connection is any pipe, valve, or other arrangement or device, connecting the pipe lines of the Owner or facilities directly or indirectly connected therewith to and with pipes or fixtures supplied with water from any source other than the lines of the Owner directly connected.

(2) Interconnection: An interconnection is a plumbing arrangement, other than a cross-connection, by which contamination might be admitted or drawn into the distribution system of the Owner, or into lines connected therewith, which are used for the conveyance of potable water.

The Owner shall have the right at all hours to enter upon water user's premises for the purpose of inspection and enforcement of this provision.

**K. Applicants Having Excessive Requirements:** In the event of an applicant whose water requirements are bound to exceed the Owner's ability to supply it from existing physical assets without adversely affecting service

to other water users, the Owner will not be obligated to render such service, unless and until suitable financing is provided by the applicant to cover the additional physical assets. The Owner has no obligation to reimburse the applicant for physical assets provided.

**L. Customer's Duty Regarding Service Lines:** The water's user's service pipe and all connections and fixtures attached thereto shall be subject to the inspection of the Owner before the water will be turned on, if the Owner so elects, and all properties receiving a supply of water and all service pipes, meters and fixtures, including any and all fixtures within any improvements or buildings on said properties, shall at all reasonable hours be subject to inspection by any duly authorized employee or agent of the Owner.

All service pipes shall be laid at all points at least forty-two (42) inches below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support. They shall not be laid in sewer ditches. It shall be installed in the trench at least 18 inches in a horizontal direction, in undisturbed earth, from any other trench wherein are laid gas pipe, sewer pipe, or for other facility public or private. Such service line shall not pass through premises other than that to be supplied unless the Owner shall so agree in writing.

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 street grades, relocation of mains or other causes.

No fixture shall be attached to, or any branch made in, the service pipe between the main of the Owner and the meter.

Any repairs or maintenance necessary to the service pipe or 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.

Service pipes must be kept and maintained in good condition and free from all leaks, and for failure to do so the water supply may be discontinued.

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

**M. No One But Owner's Employee May Turn Water Off or On:** No one but an employee or a person authorized by the Owner shall turn on water or shut off water to any water user or to any property, except in the case of

escaping water.

N. **Water Users Requiring Uninterrupted Supply:** The Owner will endeavor to give reasonable service, but does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water, and water users are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, hot water heating systems, gas engines, etc.

Fixtures or devices taking a supply of water directly from the service pipes, depending upon the hydraulic pressure of the pipe system of the Owner for supplying same under working pressure, would do so at the risk of the parties making such attachments, as the Owner will not be responsible for any accidents or damages to which such fixtures or devices are subject.

6. **Fire Protection:** The Owner makes no representations whatsoever of the adequacy of fire protection from its water supply system to any inhabitant of the Owner or any other person or party. No reliance should be place on the adequacy of the Owner's water supply system for fire protection.

7. **Meters:** Meters will be furnished, installed, owned, inspected, tested, and kept in proper operating condition by the Owner, without cost to the water users, except that such water user shall pay a connection fee as set forth in the Rules and Regulations, which shall not be refundable. A complete record of tests and histories of meters will be kept if deemed necessary by the Owner. Meter tests will be made according to methods of the American Waterworks Association by the Owner as often as deemed necessary by the Owner.

A. **Meter Accuracy:** 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 at 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 user will be used.

B. **Meter Location:** Meters shall be set in an accessible place on the outside of buildings except where otherwise directed by the Owner. All meters shall be set horizontally and never connected into a vertical pipe. Meters outside of buildings shall be place in meter boxes furnished and installed by the Owner.

C. **Requested Meter Tests:** Meter tests requested by water users shall be performed without cost to the water user if the meter is found to be in excess of two percent (2%) fast. Otherwise, the water user for whom the

requested test was made will be charged for the cost of making the test.

D. **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 User's Bills:**

Bills will be rendered for service by the fifth day following the close of the period for which the service was rendered as set forth in the rate schedule. Service bills not paid by the fifteenth shall be subject to a five percent (5%) late charge. Failure of the Owner to submit a service bill shall not excuse the water user from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the first day of the month following the month for which service was rendered shall result in the disconnection of the service and such disconnection shall be made without the necessity of notice to the water user. Any damage resulting to the water user or any property of the water user or the landowner of the property occupied by the water user shall not be the responsibility of the Owner, its agents or employees. The Owner, its agents and employees shall not be liable to the water user or the landowner 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 owner.

In the event that meters cannot be read at the close of the period for which billing is made because of inclement weather or the condition of the earth around the meters, which in the opinion of the Owner makes reading unusually difficult, costly or impossible, then the bills may be estimated by using, at the discretion of the Owner, either the amount of water used by the water user in the previous billing period, or in the same billing period in the previous year, and the bill for such period shall be based upon such amount of water used. The meter reading and the bill rendered for any period subsequent to a period for which the bill of any water user shall be based upon such estimates shall take into account such estimates and such estimates shall be considered the actual amount of water consumed for the period or periods estimated. Estimates may be made in the case of one or more water users for all water users of the Owner at the discretion of the Owner and it shall not be required that all bills be estimated in the event any one or more water users' bill are estimated as herein set forth.

Bills may be submitted on a monthly, bimonthly or quarterly basis as the Owner may provide and direct in its actions establishing a rate schedule.

9. **Change of Occupancy:** It shall be the water user's responsibility to anticipate any change of occupancy and to withdraw the balance of the meter



deposit less any amounts due the District. Until such withdrawal is made the original water user shall be responsible for payment of services.

10. **Discontinuance of Water Service:**

Water service will be discontinued to any water user or property on account of temporary vacancy of such property upon written request of the water user, 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 Owner.

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 supply is used for the property, then reconnection shall be made only in the event that the minimum bill for the period of disconnection shall be paid by the water user or owner of the property. In addition, all previously unpaid bills, plus six percent (6%) interest thereon, shall be paid before reconnection shall be allowed for such water user or property.

In the event that an applicant for water services has purchased or otherwise acquired the property and holds title thereto and the previous landowner had discontinued water service other than because of the temporary vacancy thereof, said applicant shall not be required to pay the above reconnection charges as a result of the conduct or actions of the previous landowner but shall be required to pay only a connection charge of \$50.00 (Fifty Dollars).

In the case of a water user who had discontinued from the system for a reason other than the vacancy of the property, or in the case of a landowner of such property desiring to restore service, then such water user or landowner shall pay, in addition to the charges above set forth, a reconnection charge of \$50.00 (Fifty Dollars) for reconnecting said property to the system of the Owner.

Except in the case of failure of the water user to pay the bill owed the Owner for water service, as set forth in these Rules and Regulation, the Owner will not discontinue the service of any water user for violation of any Rule or Regulation of the Owner, without written notice of at least two days, mailed to such customer at his address as shown upon the Owner's records, or personally delivered to the water user or a member of the household, advising the water user what Rule has been violated for which service will be discontinued if the violation is permitted to continue. Provided, however, that where misrepresentation of use of water is detected, or where the Owner's regulating or measuring equipment has been tampered with, or where a dangerous condition is found to exist on the water user's premises, service may be shut off without notice in advance. Subject to the foregoing

provisions, service rendered under any application, contract or agreement may be discontinued by the Owner for any of the following reasons:

- A. For willful or indifferent waste of water due to any cause.
- B. For implementing any physical connection between any private water system and the water system of the Owner.
- C. For failure to protect from injury or damage the meter and connections, or for failure to protect and maintain the service pipe, or fixtures on the property of the water user (or the property occupied by the water user) in a condition satisfactory to the Owner.
- D. For willful or indifferent failure to comply with restrictions imposed due to water shortage.
- E. For molesting or tampering by the water user, or others with the knowledge of the water user, with any meter, connections, service, pipe, curb cock, seal, valve or any other appliance of the Owner's controlling or regulating the water user's water supply.
- F. For failure to provide the Owner's employees free and reasonable access to the property supplied, or for obstructing the way of ingress to the meter or other appliances controlling or regulating the water user's water supply.
- G. 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 accruing under these Rules and Regulations, the rate schedule of the Owner.
- H. In case of vacancy of the premises.
- I. For violation of any Rules and Regulations of the Owner
- J. For any practice or act prohibited by the Missouri Division of Health.
- K. For failure to allow any Owner's employee, officer, agent, or representative the right to inspect the water user's premises for any purpose set forth in these Rules and Regulations.

The discontinuance of the supply of water to a property for any reason shall not prevent the Owner from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the water user or property owner.

Water will not be turned on to any property unless there is at least one adult person therein at such time to see that all water outlets in the premises are closed to prevent damage by escaping water.

Only an employee, officer or agent of the Owner may turn on water and all applicants and water users are expressly forbidden to do so.

11. **Agreements with Governmental and Public Bodies:** The Owner may make specific water service contracts with the United States of America, and its agencies, the State of Missouri, and its agencies, school districts and municipal corporations, and all other political subdivisions of the State of Missouri and of the United States of America, differing from stipulations set out in the rate schedule and Rules and Regulations. Such contracts must receive written approval by the State Director before being placed in effect.
12. **Future Connections:** In making a future connection to an applicant for water service after the completion of the original water system of the Owner, the Owner shall charge a fee at least equal to the cost to the Owner for said connection and such fee may be adjusted, taking into consideration the average cost for the entire system to each water user, at the discretion of the Owner, but said fee shall in no event be less than Three Thousand Dollars (\$3,000.00).
13. **Main Extensions:** Extensions of water mains and lines shall be made by the Owner upon written application on a form approved by the Owner. If said application is approved, the main or line shall be extended provided that;
  - A. Applicant pays all construction, engineering and legal expense of such extension. Said payment shall be made in advance to the Owner or at the discretion of the Owner may be placed in a special escrow account. If the cost and expense of such construction is not ascertainable, the cost thereof shall be estimated and said amount shall be paid the Owner or put in a special escrow account and applicant shall agree to pay any additional costs incurred for such extension.
  - B. Before granting to an applicant the right to make such extension, or before entering into an agreement therefore, the Owner shall first determine that the extension will not materially affect in an adverse manner the service rendered to any existing customers of the Owner. In the event the Owner determines, based upon information furnished by its employees and consultants, that such extension would have a material adverse effect upon existing water users of the Owner, then the Owner shall not permit such extension.

In the event the applicant desires to perform the construction, the applicant shall pay all engineering, legal and administrative costs incurred by the Owner incident to the approval of the plans and specifications for construction of the

improvements, the perfecting of all rights of way and other costs incident to the construction.

The construction and materials shall be inspected by a qualified inspector, furnished by the Owner. The cost of this inspector shall be borne by the applicant.

Upon satisfactory completion and testing, the improvements shall be dedicated, free and clear of all encumbrances, to the Owner.

All plans and specifications for main extensions or improvements will be approved by the Owner and the appropriate agency of the State of Missouri.

14. **Multiple-Unit Dwellings:**

In the event that service is desired by a landowner of a multiple-unit residence, said multiple-unit residence being herein defined as a dwelling unit housing more than one family, and such definition shall include duplexes, triplexes, fourplexes, apartments and all similar structures and residences, then the landowner shall be required to acquire a water meter for each unit, or in the alternative, to enter into a special written agreement with the Owner whereby all units of such residence are served by one water meter, that the total gallons used during each billing period, as determined by the rate schedule resolution of the Owner, by such multiple-unit residence shall be divided by the number of units in such residence and the water user shall be charged for each individual unit within the multiple-unit residence on a pro-rata basis, as though such amount of water was used for such billing period by an individual user, and each water user in such unit shall pay the water rates as set forth in the rate schedule resolution of the Owner for such water user's proportionate share of the water as though such water user were an individual user in a one-family residence; provided further, that the landowner of the property shall be responsible for payment of all such bills of all units contained within any multiple-unit residence, and that the amount of the water meter deposit shall be determined by the Owner as herein set forth.

The Owner shall be the sole judge and shall have full authority to determine how many units are contained in a residence and such determination shall be final and binding upon the landowner of any such residence and upon any water user therein.

15. **Trailer Courts:**

In the event that a trailer court, also known as a mobile home court, desires service, the landowner shall be required to acquire a water meter for each trailer space, or in the alternative, to enter into a special agreement with the Owner whereby all units of such trailer court are served by one water meter,

but the total gallons used during each billing period by the trailer court shall be divided by the number of units using water during such billing. The water used shall be charged to each individual unit on a pro-rata basis, as though such amount of water was used for such billing period by an individual user, and the landowner of the trailer court shall pay as a bill for such billing period the total of such bills computed as above set forth. The amount of the water meter deposit shall be determined by the Owner as set forth in these Rules and Regulations.

The number of trailers using water during each billing period shall be the number of trailer locations actually served during such time and the Owner, its employees, and agents shall determine how many such units are served, and such determination shall be final and binding upon the landowner of the trailer court.

16. **Rate for Tank Sales:** The Owner has the exclusive power to authorize tank sales or sales in bulk of water from such supply heads as it may designate at the rates to be determined by the Owner. The Owner may prohibit the sale of water in bulk to any user or non-user when water service is available from the Owner.

17. **Contract with Fire Protection Organizations:** The Owner may contract with municipalities and Volunteer Fire Departments, Fire Associations and Corporations organized for the purpose of furnishing fire protection to residents and property within the Owner to furnish water for fire protection at such rates as are determined by the Owner to be reasonable and proper, and said rates may differ from those charged other water users.

18. **Liability of Owner:**

The Owner shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water due to any cause whatsoever. The Owner will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it can not and does not guarantee that such will not occur.

The Owner shall not be held responsible for any claim made against it by reason of the breaking of any mains or service pipes, or by reason of any interruption of the supply of water caused by the breaking of machinery or stoppage for necessary repairs, and no persons shall be entitled to damages nor have any portion of a payment refunded for any interruption of service.

19. **General:**

No person shall turn the water on or off at any street valve, corporation cock, curb cock or other street connection, or disconnect or remove any meter without the consent of the Owner.

No employee or agent of the Owner shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of intent of these Rules and Regulations or the laws of the State of Missouri.

Any complaint against the service or employees of the Owner should be made at the office of the Owner in writing.

The service pipes, meters and fixtures on the water user's property shall at all reasonable hours be accessible to the Owner for observation or inspection.

In the event the total water supply shall be insufficient to meet all of the needs of the water users, or in the event there is a shortage of water, the Owner may pro-rate the water available among the various users on such basis as is deemed equitable by the Owner and may also prescribe a schedule of hours covering the use of water for purposes specified and require adherence thereto, or prohibit the use of water for certain specified purposes if at any time the total water supply shall be insufficient to meet all of the needs of all of the water users for domestic, livestock, garden and other purposes and the Owner must first satisfy all the needs of the water users for domestic purposes before supplying any water for livestock purposes and must satisfy the needs of all the water users for domestic and livestock purposes before supplying water for other purposes.

## 20. **Leak Adjustments**<sup>1</sup>

1. Water Users may apply to the Owner for a water leak adjustment for qualifying water leaks.
2. Leak adjustments will only be considered for leaks occurring on the service line that connects the house to the meter.
3. Leak adjustments will not be considered for:
  - a. Leaks occurring indoors, such as those stemming from faucets, toilets, blown pressure valves or hoses, faulty pipes or appliances.
  - b. Premises left or abandoned or vacated without reasonable care for the plumbing system;
  - c. Filling of swimming pools or leaks attributed to or associated with swimming pools;
  - d. Leaks or excessive water use on irrigation systems, or otherwise associated with the watering of lawns or landscaping; livestock tanks included.

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<sup>1</sup> Rule 20 ("Leak Adjustments") was Adopted On May 16, 2013 By Vote and Approval by the Board of Directors.

- e. Homes under construction.
- 4. The Owner will only consider an account eligible for one leak every 2 year period (for example, a Water User who received a leak adjustment on 2/28/13 cannot receive another leak adjustment until after 2/28/15).
- 5. Leak adjustment credits will only be considered for a maximum of a two month billing period.
- 6. Water Users must request a leak adjustment by submitting a completed and signed Leak Adjustment Application Form to Owner's business office within 30 days of the leak repair.
- 7. The Water User must take action to repair the leak within thirty (30) days of when the Owner's employees notify the customer regarding the possibility of a leak or when the Water User discovers the leak.
- 8. Documentation of the leak repair (including receipts for labor, supplies or services) must be submitted with the Leak Adjustment Application Form.
- 9. The maximum amount of any leak adjustment credit will be \$300 per adjustment.
- 10. The leak credit adjustment will be calculated as one half of the excess usage (with excess usage defined as the leak usage minus "normal" usage) multiplied by the actual billing rate. The leak credit adjustment formula is:  $\text{Credit} = [(\text{Leak Usage} - \text{Normal Usage}) \times \frac{1}{2}] \times \text{Billing Rate}$ .
- 11. All applications will be reviewed for approval by the Board.

**21. Lead Banned from Drinking Water Plumbing<sup>23</sup>**

A. No water service connection shall be installed or maintained to any premises where lead base material was used in new construction or in modification of the drinking water plumbing after January 1, 1989.

B. If, in the judgment of the Owner or its authorized representative, lead base materials have been used in new construction or modification of the Water User's drinking water plumbing, after January 1, 1989, the Water User will, after receiving due notice, immediately have the lead base materials removed and replaced with lead free materials.

C. If the lead base materials are not immediately removed from the Water User's plumbing system, the Owner shall have the right to discontinue water service to the premises, until the materials are replaced with lead free materials.

D. "Lead base material" is defined as any material containing lead in excess of the quantities referenced in paragraph E, below.

E. The definition of "lead free" as used herein shall be as defined as:

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<sup>2</sup> Rule 21 ("Lead Ban") was Adopted On May 20, 2015 By Vote and Approval by the Board of Directors.

<sup>3</sup> Paragraph E of Rule 21 ("Lead Ban") was amended on August 19, 2015 by vote and approval of the Board of Directors. Paragraph E was amended to include specific details concerning the definition of lead free as outlined by the EPA.

1. When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and
2. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than 0.25 percent (0.25%) lead.

22. **Amendment of Rules and Regulations:** These Rules and Regulations may be amended at any regular meeting of the Owner or at any special meeting thereof called for such purpose.

PASSED AND APPROVED by the Owner, Public Water Supply District No. 3 of Clay County, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES: \_\_\_\_\_ Namely \_\_\_\_\_  
 NAYS: \_\_\_\_\_ Namely \_\_\_\_\_

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_ Clerk  
 (Seal)



**CERTIFICATE**

I, the undersigned, \_\_\_\_\_ Clerk of Public Water Supply District No. 3 of Clay County, Missouri, hereby certify that the above and foregoing is a true and correct copy of the actions of the Owner of said Public Water Supply District No. 3 of Clay County, Missouri as the same appears of record in my office, and as it was passed and approved by the Public Water Supply District No. 3 of Clay County, Missouri. The action of the Owner has not been altered, amended or repealed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Clerk)

(Seal)