

Rural Water District No. 3
Miami County, Kansas

RULES AND REGULATIONS

GENERAL RULES

1. The supplying and taking of water will be in conformance with these rules and the applicable rate schedule attached hereto and filed with the Chief engineer of the Division of Water Resources, and the Water District Office. Provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of charges is insufficient for the payment of operating cost, emergency repairs, debt service, and reasonable reserve, the Board of Directors may raise the minimum water rate.
2. Applicants for service shall complete and sign an Application for Water Service on forms provided by the Water District. Upon approval by the Board of Directors of such application the applicant shall (1) fully pay for a Benefit Unit for each water service so approved; and shall (2) execute, notarize and deliver right of way easements prepared by the Water District and shall thereafter while remaining in good standing be a "Patron" of the Water District.
3. A standard water service connection is for sole use of the patron. Extensions of pipes or hoses to transfer water form one property to another, to share, resell, or sub-meter to any other person or firm are not permitted. If an emergency should arise, the Board of Directors may chose to waive this rule with written permission signed by the entire Board of Directors.
4. Benefit Unit Owners are responsible for all charges incurred through the meter or otherwise.

PUBLIC AGREEMENTS WITH GOVERNMENTAL AGENCIES AND BODIES

The Water District through its Board of Directors may make specific water service contracts with the Federal Government, the State of Kansas, or agencies thereof.

RIGHT OF ACCESS

1. Representatives of the Water District shall have the right at all reasonable hours to enter upon Patron's premises to test control valves, inspect piping and to perform other duties for proper maintenance and operation of service, or to remove its service equipment.
2. The Patron shall ensure that the meter is unobstructed so the Water District has free access to the meter vault.
3. Upon reasonable request the Water District Representatives shall be allowed, with patron consent, to enter any building(s) or house to inspect for multiple hookups.

CONTINUITY OF SERVICE

The Water District 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 Patrons who may be affected by such interruptions, but the Water District will not accept responsibility for losses, which might occur due to such necessary interruptions.

The Water District does not accept responsibility for losses, which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

CONTROL EQUIPMENT

1. Meters will be furnished, installed, owned, inspected, tested and kept in proper working condition by the Water District.
2. Meters will be installed on the Patron's property. The Patron will be responsible for the cost of moving a meter vault.
3. Meter vaults and meters will be installed in an accessible place unless otherwise approved by the Board of Directors.

WATER BILLS

1. A Meter Reader will read meters near to, or on the 20th day of each month. The District Office will record the readings and billing statements will be mailed near to or on the 30th of each month. Patrons payments received after the 16th of the month will pay a late fee of 15% of the total amount owed on the account.
2. If there is no usage of water recorded on the meter, the Base Rate as set forth in the rate schedule remains due by the 16th day of each month.
3. A Patron's water bill which remains unpaid at the end of thirty (30) days will be sent a Notice of Disconnection mailed by the Water District Office by regular mail with all fees and charges to be placed on the patrons account. Tenant and land owners will be mailed by certified mail on the 17th of each month or near to the following business day, with all fees and charges to be placed on the patrons account. A fee of \$75.00 will be charged to the Benefit Unit account if disconnection occurs. All charges due the District must be paid in full before reconnection will occur. A forfeiture of the Benefit Unit may occur thirty (30) days after the Benefit Unit has been disconnected.
4. Returned payments whether by check or on-line, will be assessed a fee of \$30.00 and notified by mail of returned payment and fees. Said notice will include date which payment must be received at the office, balance due, disconnection date and payment method that will be accepted. If payment is not received by date notified disconnect will ensue.
5. Any theft of service after disconnection has occurred will result in local law enforcement authorities being notified and a civil forfeiture by Water District of \$1,500.00 for the first offense and will double for every occurrence thereafter, and shall be collected by Water District.

REQUESTED METER TEST

Meter test requested by a Patron will be performed without cost to the Patron if the meter does not meet AWWA Industry Standards (5% low or 1.5% high). Otherwise, the Patron will be billed for testing of the meter.

PATRON'S RESPONSIBILITY

Except for normal wear and tear Patrons of the Water District shall be responsible for any damage to equipment owned or operated by the Water District, including but not limited to meter, lids, pits, etc. If damage occurs to equipment owned or operated by the Water District, the District shall invoice the patron for such damages, repair fees and any other money deemed by the District to be necessary to complete repairs. Invoices not paid shall be charged a 15% late fee. If not paid in full within ninety (90) days of the billing date the damage charge shall be added to and become part of the patrons account and shall be subject to all other rules of the District for collection of delinquent accounts.

CHANGE OF OCCUPANCY

1. Patrons of the District are responsible for notifying the District office within thirty (30) days when change of occupancy occurs. Transfers will not be completed until the District Office has a copy of the recorded Deed and final payment is received. The Benefit Unit Owner is responsible for all charges on the account until the Benefit Unit has been transferred to the new Patron. A \$50.00 transfer fee will be added to the first billing statement for new land owner
2. Benefit Unit owners are responsible for all charges incurred through the meter.
3. Benefit Unit owners are responsible for notifying and signing Permission Agreement to Bill Tenant form. A \$50.00 transfer fee will be added to the first billing statement for new tenant. Any fees incurred not paid by tenant are the responsibility Benefit Unit Owner.

DISTRICT RESPONSIBILITIES

1. The Water District must provide a minimum of 20 PSI to each meter.
2. The Water District shall install all water service pipes for its main line to the meter.
3. The service line to the meter shall not be less than $\frac{3}{4}$ inch in size. Anything over $\frac{3}{4}$ inches must have approval from the Board of Directors.
4. The Water District will remain responsible for the maintaining of the service line to the point of delivery.

APPLICANTS HAVING EXCESSIVE REQUIREMENTS

In the event an applicant whose water requirements are found to exceed the Water District's ability to supply it from current system capabilities without adversely affecting service to other Patrons to

an unreasonable extent, the Water District shall not be obligated to render such service, unless and until suitable financing is arranged to cover necessary system upgrades.

CONNECTION WITH PRIVATE WATER SYSTEM

There shall be no physical connection between any private water system and the water system of the Water District. Representatives of the Water District shall have the right at all reasonable hours to enter upon Patron's premises for the purpose of inspection and enforcement of this provision. Violation of the provision shall constitute cause for disconnection of a Patron's service.

WATER MAIN EXTENSIONS AND UPGRADES

1. The Board of Directors and the Water District Engineer must approve all water main extensions and water main upgrades.
2. The Patron is responsible for the installation and the cost of the installation of the line extension.
3. Four-inch pipe size is the smallest allowed in the Water District unless recommended by the Water District Engineer and approved by the Board of Directors.
4. Persons or a group of people wanting to upgrade a water main for the specific purpose of subscribing to the Water District must pay current cost of Benefit Unit, minimum of 50 % of the project cost and a 5% administration fee (developers not included).
5. All Line Extensions and Water Main Upgrades are contingent upon Easements being obtained at a reasonable cost.
6. All Line Extensions and Water Main Upgrades must run parallel to the road unless recommended by the Water District Engineer and approved by the Board of Directors.
7. Before construction of a Line Extension or Water Main Upgrade begins all monies must be received by the District. The District will place all funds in an escrow account in a bank designated by the Board.
8. Patrons connecting to a Line Extension within ten (10) years of completion of said water main shall pay a cost of said Line Extension, plus a 5% administration fee. The Water District will collect and disperse said funds to original landowners who paid cost of said Line extension. Former Patrons who no longer own said property shall forfeit their portion of said reimbursement to the Water District.

BENEFIT UNIT COST

1. The current cost for a Benefit Unit shall be determined by the Board of Directors.
2. The Patron shall be billed for all costs incurred to set a Benefit Unit.

LEAK ADJUSTMENTS

1. The Business manager of the Water District shall determine if a Benefit Unit holder qualifies for a leak adjustment.
2. Patrons that qualify for a leak adjustment shall pay at cost water protection fee (WPF), Base Rate, 20,000 gallons of water in addition to Patron's average water usage at full rate; remainder of water will be adjusted to the current leak adjustment rate.
3. Patron may request a payment plan up to three (3) months for a leak or leak adjustment, to be determined by the Business Manager if they qualify. To be eligible for a longer payment plan, Patron must take the request before the Board of Directors.
4. Patrons eligible for a payment plan must sign a Payment Agreement Plan. Failure to comply with the signed Payment Agreement Plan will make all conditions of leak adjustment and the Payment Agreement Plan null and void, with payment of Leak, late charges and all fees incurred due in full.
5. Patron receiving a leak adjustment may not qualify for another leak adjustment for two (2) years from date of adjustment
6. Only Benefit Unit owners may request a leak adjustment.