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**RULES
AND
REGULATIONS**

WATER DISTRICT NO. 1

OF

JOHNSON COUNTY

(KANSAS)

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WATER DISTRICT NO. 1 OF JOHNSON COUNTY, KANSAS

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RULE I

AMENDED RULES AND REGULATIONS

PURPOSE:

The purpose of these revised and amended Rules and Regulations as here promulgated, adopted and put into effect shall be to establish, manage, purchase, construct, operate, maintain and to exclusively control the water supply and distribution facilities of Water District No. 1 of Johnson County in the State of Kansas and for the further purpose of safe, economical, efficient establishment, operation, maintenance and management of such water supply and distribution system and to govern the use of water and the connecting of water mains with the mains of such water supply and distribution system and the issuance of permits to connect, improve, extend or make additions to any such water mains, all pursuant to and in accordance with the provisions of the Water Supply and Distribution Districts Act of the State of Kansas Article 35, Sections 19-3501 to and including 19-3521a as amended, Kansas Statutes Annotated.

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RULE II**DEFINITIONS**

In the use of words, terms and phrases in these Rules and Regulations of said Water District the following definitions shall apply.

Act-

See Water Supply and Distribution Districts Act.

Applicant-

Any prospective customer making application for the construction of a new service connection.

Average Winter Consumption (AWC)-

Calculated daily average consumption used to establish rate block cut-offs. Actual and estimated meter readings taken January through April will be used to calculate the AWC. Customers will have the benefit of using the higher of their own Individual AWC or a Default AWC in the calculation of their bills. (See definitions for Default AWC, and Individual Customer AWC). AWCs will be calculated annually, and will be in effect for bills issued with ending meter reading dates of May 1 through the following April 30.

AWC Multiplier-

Percentage(s) approved by the Water Board (currently 125%) which is multiplied by the AWC Used to determine block cut-offs.

AWC Used-

The higher of the Default AWC and the Individual Customer AWC for purpose of calculating bills.

Block Rate-

Billing method in which rates change as consumption changes. Incremental blocks of consumption are established at which point rates change as consumption increases in relation to the AWC Used for each customer.

Board-

See Water District Board.

Business Hours-

The hours on any day Monday through Friday when the Principal Office of the Water District is open for the normal conduct of business. The Water District Office will not be open to transact business during those times when National Holidays and other designated holidays are observed by the Water District.

Combination Domestic and Fire Service Connection -

See " Service Connection".

Combination Domestic and Fire Service Line -

See "Customer Service Line".

Cross-Connection-

(Note: Terms which are related to Cross Connection and Backflow Prevention are defined in Section 2 of Rule XII.) Any physical connection either direct or indirect that will permit or may possibly permit the flow of nonpotable water into a conduit or receptacle containing potable water, that is water suitable for drinking or domestic use under recognized and acceptable standards of the Kansas State Department of Health. A direct connection consists of a continuous conduit leading or making it possible to lead nonpotable water into the potable water supply. An indirect connection consists of a gap or space across which nonpotable water may fall or be sucked, blown or otherwise made to enter the potable water supply.

Curb Stop -

A water service shutoff valve used when the meter is located inside.

Customer-

Any person, partnership, association, firm, corporation, municipality, school district or other subdivision of the State of Kansas, a department, division, or an agency of the Federal Government

supplied with water by Water District No. 1 of Johnson County (Kansas). (see also “Retail Customer” and “Wholesale Customer”)

Customer Accounts-

Customer accounts shall be classified as follows:

Single-Family Residential Account- (R1) 1 residential living unit served solely by 1 water service connection.

Multi-Family Residential Account- (M1) 2 or more residential living units contained within 1 building or structure and served solely by 1 service connection.

Small Commercial Account- (C1) Non-residential uses of water not otherwise classified and served through a meter size of one inch or less.

Large Commercial Account- (C2) Non-residential uses of water not otherwise classified and served through a meter size of larger than one inch.

Commercial- Temporary or Occasional Use Account- (C3) Temporary water uses supplied through a metered fire hydrant.

Wholesale Account- (W1) An account established for the purpose of supplying potable water outside the service boundaries of the District to any other water utility or any school district, state department, state institution, board of county commissioners of any county, township, municipality or political subdivision of the State of Kansas. A Wholesale Account is established through a wholesale agreement between the district and the supplied entity and subject to Board approval.

Customer Security Deposit-

A deposit in money with the District as security for the payment of amounts due for water service to customers.

Customer Service Line-

The water pipe extending from the Water District's point of delivery to the point of use.

Components of the Customer Service Line differ according to the type of connection that is made.

Customer Service Line types are further defined below:

Domestic Service Line - The water piping extending from either the property line when a Curb Stop is used or from the outlet of the meter setter, or the downstream bypass tee in the meter pit or vault to the Customer's point of use.

Irrigation Service Line - The water piping extending from either the property line when a Curb Stop is used or from the outlet of the meter setter, or the downstream bypass tee in the meter pit or vault to the Customer's point of use.

Fire Service Line- The water piping from the Fire Service Connection valve to the Customer's fire protection system.

Combination Domestic and Fire Service Line – The water piping from the Combination Domestic and Fire Connection valve to the Customer's fire protection system, and to the inlet of the meter setter, or upstream bypass tee, and from the outlet of the meter setter, or the downstream bypass tee, in the meter pit or vault to the domestic point of use from the meter pit.

Temporary Service Line for Construction - The water piping extending from the outlet of the meter setter or downstream bypass tee in the meter pit or vault to the Customer's point of use.

Default AWC-

Predetermined volume of usage, expressed in gallons per day, used to determine block cut-offs.

The Default AWC is updated annually. The Default AWC for Single Family Residential (R1) accounts is calculated by the average of the preceding five years' Individual Customer AWC for all R1 Accounts rounded up. The Default AWC for all other Retail Customers (M1, C1, C2, C3) is calculated separately for each meter size and type of Retail Customer Account. The Default AWC is calculated by the average of the preceding five years' Individual Customer AWC for all accounts

within that meter size and Customer Account type rounded up.

Distribution Main-

A water main which is supplied from Transmission Mains or other Distribution Mains and which is available to serve individual customer connections. The Distribution Mains are generally sized less than 20 inches in diameter, but larger sizes may be designated by the Water District as Distribution Mains as determined by its function.

District-

See Water District No. 1 of Johnson County, Kansas.

Domestic Service Connection-

See "Service Connection".

Domestic Service Line-

See "Customer Service Line".

Employee-

Any individual or person hired or employed by the management of the Water District.

Extensions-

See Water Main Extensions.

Field Trip Charge-

A charge that applies each time a field visit is made due to delinquency including notification of disconnection, to discontinue or reconnect service for reasons otherwise set forth in these Rules and Regulations, to respond to customer initiated meter investigations, or to investigate apparent water usage for meters or services not currently associated with a Customer.

Fire Service Connection-

See "Service Connection".

Fire Service Line-

See "Customer Service Line".

GPD-

Gallons Per Day.

Hydrant Meter Security Deposits-

A deposit in money with the District as security for the payment of amounts due for water service to Commercial- Temporary or Occasional Use Customers and as security on District equipment checked out to the Customer.

Individual Customer AWC-

Total gallons consumed for bills issued with ending meter reading dates during the AWC period divided by the total number of days service on those bills for the individual customer. Customers that transfer within the District will carry the Individual AWC from their old address to their new address for bill calculation through the end of the current AWC period (the coming April 30). Customers that transfer during the AWC calculation period (January 1, through April 30), will get the higher of their Individual AWC established at their old address or new address in the calculation of bills through the coming April 30.

Irrigation Service Connection -

See "Service Connection".

Irrigation Service Line -

See "Customer Service Line".

Management-

The General Manager and the Staff of such General Manager hired by the Water District Board to administer and operate the physical properties and operation of the water supply and distribution properties of the Water District within and without the District.

Meter-

See Water Meter.

Peak Management Rate Effective Date-

Except as otherwise specified, Rules and Regulations related to the administration of Peak Management Rates were effective April 13, 1993.

Peak Management Rate (PMR)-

Form of block rate billing method in which the volume charges are based on the appropriate AWC Multiplier multiplied by each customer's AWC Used. Block rates are charged for the volume(s) identified by that multiplication.

Permit-

Document issued by the District approving a Service Connection to the Distribution System and contractually binding the Applicant to the District's Rules and Regulations, policies and procedures, and specifications and standards.

Petitioner-

Any prospective customer or interested party requesting extension of the Water District's distribution mains or requesting extension of the boundaries of the District.

Principal Office-

10747 Renner Boulevard, Lenexa, Kansas 66219.

Rates-

See Water Rates.

Remote Connection Fee -

A charge that applies each time water service is suspended or recontinued for a Customer due to delinquency or reasons otherwise set forth in these Rules and Regulations.

Retail Customer-

A Customer as defined under "Customer Accounts" for each of the following account types:

Single-Family Residential Account- (R1);

Multi-Family Residential Account- (M1);

Small Commercial Account- (C1);

Large Commercial Account- (C2); and

Commercial- Temporary or Occasional Use Account- (C3).

Retail System Development Charge-

A charge made for every new Domestic Service Connection for the cost of investment required for existing and future water supply, treatment, transmission and distribution facilities including major improvements to existing and future facilities which contribute to system capacity.

Service Connection-

An authorized connection to the Water System. Components of the Service Connection differ according to the type of connection that is made. Permissible connection types are further defined below:

Domestic Service Connection- A connection that provides potable water service. The Domestic Service Connection is the connection at the Distribution Main, the water piping to the meter pit, the meter pit, meter setter and to the outlet of the meter setter or downstream bypass tee. If the Water Meter is located inside the Customer's building, then the Service Connection is to the property line or easement line, regardless of the location of the curb stop.

Irrigation Service Connection- A connection that provides water service to a lawn irrigation system only. The Irrigation Service Connection is the connection at the Distribution Main, the water piping to the meter pit, the meter pit, meter setter and to the outlet of the meter setter or downstream bypass tee. If the Water Meter is located inside the Customer's building, the Service Connection is to the property line or easement line, regardless of the location of the curb stop.

Fire Service Connection- A connection that provides water to a Customer Fire Service Line. The Fire Service Connection includes the tapping sleeve or tee and the valve at the

Distribution Main.

Combination Domestic and Fire Service Connection- A connection that provides both potable water service for domestic use and a Fire Service Connection. The Combination Domestic and Fire Service Connection includes the tapping sleeve or tee and the valve at the Distribution Main, the meter pit or vault, and setter or piping from the inlet and outlet tees.

Temporary Service Connection For Construction- A connection that provides temporary water service during construction before a permanent connection can be made. The Temporary Service Connection is the connection at the Distribution Main, the water piping to the meter pit, and to the outlet of the meter setter or bypass tee.

Service Line-

See "Customer Service Line".

System-

See Water Supply and Distribution System.

System Development Charge-

See "Retail System Development Charge".

Temporary Service Connection -

See " Service Connection".

Temporary Service Line -

See "Customer Service Line".

Transmission Main-

A water main which functions as a high volume feed between the water source to Distribution Mains and other Transmission Mains. Transmission Mains are generally sized 20 inches in diameter and larger, but the Water District may designate smaller sizes as Transmission Mains depending upon their function.

Water Board-

See Water District Board.

Water District-

See Water District No. 1 of Johnson County, Kansas.

Water District Board-

The governing body of Water District No. 1 of Johnson County, Kansas.

Water District No. 1 of Johnson County-

A quasi-municipal body corporate of the State of Kansas which was created under and functions under the Water Supply and Distribution Districts Act. Also to mean the area served by the Water District No. 1 of Johnson County in Johnson County, Miami County, and Wyandotte County, as initially prescribed by the Board of County Commissioners of Johnson County and subsequently amended by the Water District Board pursuant to and in accordance with applicable provisions of the Act.

Water Main Extension Petition and Agreement-

The form, furnished by the Water District, by which a Petitioner requests the Water District provide water service to a tract of land within the District by construction of an original Distribution Main from a Transmission Main, an extension of an existing Distribution Main, or an enlargement of an existing Distribution Main and which provides the Petitioner pay for the resulting cost. (formerly referred to as Line Extension Petition and Agreement)

Water Main Extensions-

Extensions of water lines to serve additional customers, not including Domestic Service Connections.

Water Meter-

A device or instrument used for measuring and recording the quantity of water delivered to a customer. The Water Meter includes any appurtenances for transmitting the meter reading to Water District.

Water Rates-

Schedule of charges in money for water service applicable to the service rendered or to be rendered to the customer.

Water Supply and Distribution Districts Act-

The law of the State of Kansas under which Water District No. 1 of Johnson County (Kansas) was created and functions (Article 35, Sections 19-3501 to and including 19-3521a, as amended, Kansas Statutes Annotated).

Water Supply and Distribution System-

All of the water supply and distribution properties of the District within and without the District.

Water System-

See Water Supply and Distribution System.

Wholesale Customer-

A Customer as defined under “Customer Accounts - Wholesale Account (W1)”.

Wholesale User Fee-

A fee effective with each Wholesale water sales agreement for the cost of investment required for existing and future water supply, treatment, transmission and distribution facilities including major improvements to existing and future facilities which contribute to system capacity.

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RULE III**GENERAL**1. **QUALITY OF WATER:**

It shall be the intent of the Water District to at all times deliver a quality of water that meets the standards of the Kansas Department of Health and Environment and the Safe Drinking Water Act (PL 93-523), as amended. It is an inherent characteristic of a water distribution system that over a period of time deposits will accumulate due to corrosion and sedimentation, and that these deposits will "sluff-off" and maybe discharged to the customer's service connection. This discharge will be particularly evident following shut-down periods and reversals of flow of water due to emergency repairs or improvements being made to the distribution system. The Water District shall take reasonable safeguards to prevent or minimize the occurrence of such a condition, but shall not be responsible for damages resulting therefrom to customer's property. Upon discovery of such a condition, the customer is requested to notify the Water District and the Water District shall investigate and remedy the condition. The District may from time to time be compelled to administer necessary treatment chemicals in excess of normal amounts due to abnormal conditions of turbidity, pollution, hardness or any other impurity in its raw or finished water supply to safeguard the public health. The administration of such necessary above normal quantities of treatment chemicals during such times, although not harmful for human consumption, might prove harmful to certain vegetation, fish or fowl life. The District will not be responsible for any such harmful effect or loss under such conditions.

2. **CONTINUITY OF SERVICE:**

It is the intention of the Water District to notify its customers of the necessity of shutting off water service but an emergency may at times not permit doing so. Therefore, the Water

District reserves the right at all times without notice to the customer to shut off the water in a main for the purpose of making repairs or extensions or for any other necessary purpose.

At all times the Water District strives to maintain minimum hydraulic pressures as defined by the Kansas Department of Health and Environment. Operating water pressure is determined primarily by elevation and pressure zone. Besides minimum standards, no specific water pressure is guaranteed. All customers having boilers or tanks within their premises depending upon pressure to keep them filled or any other type machinery or equipment depending on a water supply for its safe and efficient operation are hereby cautioned against any danger resulting from inadequate water pressure and the Water District shall not be responsible or liable to anyone to any extent for any damages or loss of any kind resulting from shutting off mains or any water service for the purpose of making repairs of any kind or extensions or for any other purpose. In addition, and as needed to operate a large water distribution system, the Water District reserves the right to make changes at any time to system operations which may affect pressures within the distribution system.

3. CONSERVATION OF WATER:

For the purpose of conserving the supply of water which may be available for distribution to its customers during emergency and/or peak-load periods, the Water District shall have the right to require each and every customer whom it serves to comply at all times with such limitations and restrictions as to hours, days, or periods for the use of water in sprinkling or irrigating lawns, gardens, shrubs, plants or trees, or any use not essential to the health and general welfare of people as the Water District may when occasion warrants declare to be in force, effect and operation. Such limitation and restrictions shall apply uniformly to all

customers within any prescribed area where in the judgment of the Water District such conservation of water may be deemed necessary to provide as near adequate a supply as possible for domestic and commercial use by all customers in such area; and for this purpose the Water District may prescribe staggered or alternate days, hours or periods during which time certain groups or designated number of classes of customers may or may not use water in the order of such uniform allocation for such purposes.

A. Discontinuance for Violation:

The Water District shall have the right, upon refusal of any customer to comply fully with any such limitations or restrictions of the use of water as may be declared, and notice thereof given to such customer by the Water District to immediately discontinue all service and furnishing of any water for any purpose to such customer until the Water District is assured of compliance therewith.

B. Exceptions for Substantial and Permanent Property Loss:

Customers claiming that the restriction would impose substantial and permanent property loss shall submit a written affidavit to the General Manager setting forth the facts distinguishing their situation from the inconveniences and hardships of the District's customers generally. The General Manager may grant exceptions to the restriction upon such terms as he deems to be reasonably necessary to avoid substantial and permanent property loss. Denial of such applications may be appealed to the Water District Board pursuant to the appeal procedure set forth in Rule XVI, paragraph number 2.

4. EMERGENCY WATER SHORTAGES:

A. Water District Board To Invoke This Rule:

Whenever an adequate supply of water cannot be furnished to the District for any

reason due to a sudden or unanticipated emergency so that the other provisions of these Rules and Regulations are or may be ineffective to limit consumption to uses essential to the health, sanitation and safety of customers and other persons within the District, the Water District Board shall determine that a state of emergency exists and shall invoke the provisions of this paragraph 4 of Rule III until rescinded by further Board action when it is determined that the emergency conditions have terminated. No advance notice of the special meeting of the Board shall be required, and determination of an emergency and the provisions of this paragraph 4 of Rule III may be imposed by the vote of any 4 members of the Water District Board; if any of the other 3 Board Members cannot be notified or cannot attend such special emergency Board Meeting after reasonable effort to notify such Members; provided, that the action of the Board invoking this paragraph 4 of Rule III shall be ratified or rescinded by the whole Board after notice to all Members of a subsequent Special Meeting as provided by Statute or Procedural Rules adopted by the Board.

B. Priority of Use:

Upon invocation of this paragraph 4 of Rule III, the Board shall also designate which of the following categories of uses shall be curtailed or prohibited after consideration of the available water quantities and such designation may be changed from time to time during the emergency and before final rescission as the availability of water changes. Beginning with the lowest priority, the categories of uses arranged with increasing relationships to the health, sanitation and safety of persons and property within the District are designated as follows:

PRIORITY

1. Decorative fountains and pools, private and public.

2. Swimming pools, private and public.
3. Private car washing, the washing of demonstrators and customers' cars by Automobile Dealers.
4. Home, public and commercial lawn irrigation- established lawns.
5. Home, public and commercial lawn irrigation- new sod.
6. Commercial Car Washes.
7. Private gardens, shrubs, flowers and trees.
8. Chemical landscaping treatment.
9. Automobile Dealers as to new and used car preparation for display or customer delivery.
10. On-site construction.
11. High water consumption manufacturing- concrete plant.
12. Non-dairy beverage processing and bottling.
13. Nurseries, greenhouses and truck gardens as to in ground planting.
14. Recreational facilities, theaters.
15. Private and commercial laundering- non-clothing.
16. Retail establishments- excluding restaurants, groceries, drug stores.
17. Hotels, motels, restaurants, private clubs.
18. Greenhouses, nurseries and retail stores sales of containerized plants.
19. Household and commercial launders.
20. Groceries, dairies, drug stores.
21. Agricultural livestock.
22. Sanitation and fire protection.
23. Cooking and domestic consumption.

- C. Effective with the adoption of a resolution invoking this Rule III, paragraph 4 and designating the categories of uses to be prohibited, no customer of the District shall use or permit any consumption of water from the District's distribution system for such designated uses until such category is removed from the list of prohibited uses or these emergency provisions are wholly rescinded.
- D. The Water District shall use reasonable efforts to publicize the imposition of the emergency provisions of this Rule III, paragraph 4 and the categories of uses to be prohibited.
- E. Regardless of whether any customer has received notice or a copy of the Resolution, or has actual knowledge of the prohibition, if a prohibition is being violated or the affected customer is permitting a prohibited use, the Water District may cause such customer's water service to be cut off during the period of prohibition after posting a special notice of violation with a copy of the appeal procedure in a conspicuous place upon the premises where such violation has occurred. Such action may be taken by the District's Management and employees under authority of its General Manager.
- F. In distribution areas where Water District No. 1 of Johnson County furnishes wholesale water, the distribution areas' governing bodies shall be required by written notice of the invocation of this Rule III, paragraph 4, which notice shall include designation of the categories of uses to be initially curtailed or prohibited, delivered to the person in charge of the principal administrative office for the distribution area, or if such office or a person in charge cannot be found, then to any member of such governing body of the distribution area, to immediately adopt and impose these or comparable provisions in order to accomplish uniform prohibitions throughout the area being furnished water for distribution by Water District No. 1. If any other

distribution area does not adopt or enforce these or comparable prohibitions within 24 hours of the delivery of such written notice, the Water District Board may limit the quantities of water furnished to such other distribution areas as are reasonably estimated by the Water District Board to be comparable to the consumption of such other distribution area as if such prohibition have been adopted and enforced.

- G. Any customer or any governing body of a distribution area being furnished wholesale water by the District may appeal the substance, form, classification or enforcement of the foregoing emergency rule. Such appeal shall be made pursuant to the appeal procedure set forth in Rule XVI, paragraph number 2.

5. INFORMATION AVAILABLE TO CUSTOMERS:

The Water District shall furnish to the customer during Business Hours any reasonable request for information regarding the service rendered including the following:

A. Rules and Regulations:

A copy of the Rules and Regulations of the Water District shall be kept available at all times in the principal office of the Water District for the customer's perusal.

B. Characteristics of Water:

Chemical analysis and pressure information.

C. Rates:

A schedule of rates for water service applicable to the service to be rendered to the customer.

D. Meter Reading:

Information about method of reading meters.

E. Bill or Consumption Analysis:

A statement of the customer's account of consumption of water for any period

currently available on the computer system.

6. INFORMATION AVAILABLE TO THE PUBLIC:

See Rule XVII pertaining to Public Records.

RULE IV**CONTRACTS FOR SERVICE AND SECURITY DEPOSITS****1. ORAL AND WRITTEN CONTRACTS:**

Withdrawal of water from any part of the District's distribution system shall constitute an acceptance of the District's Rules and Regulations. All withdrawal of water shall be pursuant to contract with the District regardless of whether an account has been previously established. Contracts may be oral or written. Use or withdrawal of water not furnished under an existing oral or written contract subjects the person or entity withdrawing or using such water to an unwritten agreement to pay for the same and to otherwise comply with the Rules and Regulations of the District regardless of the absence or delay in acknowledging or formalizing any expressed oral or written contract.

2. CUSTOMER'S AGENT:

Requests to initiate or discontinue water service by any person, corporation, or other entity as an agent for another as the principal party to the implied or express contract with the District shall only be accepted upon condition that such purported agent shall be a guarantor for all indebtedness incurred for the services furnished and in the event there shall be any default in such payment or other violation of these Rules and Regulations with respect to such agency, the purported agent shall indemnify and otherwise hold the District harmless from any loss or damage the District may sustain from non-payment, loss or damage regardless of whether such agency was authorized or the acts of the agent were within the scope of any agency.

3. OTHER CONDITIONS:

Customer contracts shall be for a duration of not less than 1 month. The terms and conditions of every contract for the supply of water to Customers within the District shall be pursuant to the existing Rules and Regulations of the District. The terms and conditions of contracts with Wholesale Customers shall be in writing and as determined and approved by the Water District Board. The Wholesale Agreement will be for a term mutually agreed by the Wholesale Customer and the Water District.

4. CHARGE FOR "TURN-ON":

Normally, there shall be no charge for a "turn-on" for a new Customer. (Also see Rule XIV, Section 4 and Rule XV, Section 7.)

5. LANDLORD RESPONSIBILITY:

If water is to be supplied to several parties in apartments, offices or stores, all located in a single building and supplied through 1 meter, the Water District shall contract only with the landlord as Customer for the supply of water and he shall be responsible to the Water District for the water service and the payment of water bills.

6. CUSTOMER PRESENT FOR "TURN-ON":

In the case of turning on water service, the Customer should be on the premises to inspect the plumbing for open faucets and leaks. In the event the Customer chooses not to be present, WaterOne will obtain a verbal confirmation and turn on water service following written protocol.

7. METER READING NECESSARY:

A meter reading must always be taken by the District at the time any "turn-on" or "turn-off" service is performed. In those instances wherein one Customer orders the water "turned-off" and a new Customer orders the water "turned-on" on approximately the same date at the same

location but the Water District is unable to gain access to the meter to obtain a meter reading, the Water District may discontinue service until such time as the new Customer makes arrangements for a meter reading to be obtained.

8. RESALE PROHIBITED:

Customers shall not be permitted to sell water to other persons without a written permission from the Water District.

9. SECURITY DEPOSITS:

A. Collection of Customer Security Deposits: A Customer Security Deposit for an amount as specified in Rule XVIII may be required from Single-Family Residential, Multi-Family Residential, Small Commercial, and Large Commercial Customers:

- (1) who in a 12-month period have had two instances where either: a water bill has not been paid prior to the date of disconnect or a payment has been returned by the financial institution to the District.
- (2) who are determined as undependable credit risks through such investigation as deemed necessary and adequate by the District.

B. Refund of Customer Security Deposit: Customer Security Deposits will be refunded in the following manner:

- (1) When water service is discontinued, the Customer Security Deposit will be credited against all amounts due the District including the final bill for water service to the date of discontinuance. Any amount in excess of all amounts due the District will be refunded to the Customer.
- (2) The District will review quarterly the payment record of Customers who have placed a Customer Security Deposit with the District as required under Subsection A of Section 10 of this Rule IV. Customer Security Deposits of Customers who

have consistently and fully paid all water service billings on or before the due date for the previous 12-month period shall be refunded.

- C. Unclaimed Customer Security Deposit Refunds: Customer Security Deposits or any portion thereof unrefunded to Customers who have moved from the District or who for any reason have not claimed refund at the end of three years, unless otherwise provided by law, shall be subjected to disposition as required by the K.S.A. 12-822 et seq - as Applied to Public Utilities.
- D. Interest on Customer Security Deposits: At the close of each month, the Water District shall pay to the Customer who has placed a Customer Security Deposit with the District interest at the rate permitted under the applicable Kansas Statutes, and such interest shall be credited on the Customer's account at the end of the next billing period.

10. ACCESS TO PROPERTY:

The Water District shall at all reasonable hours have access to meters, service connections and any other water works property on Customer's premises for purposes of installation, maintenance, operation, inspection, meter reading or to initiate or discontinue water service. Any employee of the Water District whose duties require him to enter the Customer's premises shall wear a distinguishing uniform or other insignia identifying him as an employee of the Water District or carry on his person an identification card which will show him to be an employee of the Water District.

11. REFUSAL TO SERVE:

- A. Conditions: The Water District may refuse to serve an applicant or Customer under the conditions and circumstances prescribed in Rule XV.

12. EXCLUSIVE SOURCE OF TREATED WATER:

Pursuant to Water District law, K.S.A. 19-3501, et seq., the Water District has the exclusive right and duty to serve, supply and service all users of treated water within its boundaries, and therefore no treated water shall be provided through any type of water supply or distribution pipe, conduit or other system, regardless of the point of supply, for use within the Water District's boundaries by any other water utility or other source of supply unless otherwise authorized by these Rules or by contract with the Water District.

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RULE V**BILLING AND BILL PAYMENT, COLLECTIONS AND LEAK ADJUSTMENTS:**1. **BILLING PERIOD:**

- A. **Monthly Bills:** Bills for multi-family residential accounts, all commercial accounts, occasional or temporary-use accounts, and wholesale accounts shall be prepared and rendered monthly upon inspection and reading of the meter by the Water District.
- B. **Bimonthly Bills:** Bills for single-family residential accounts shall be prepared and rendered bimonthly upon reading of the meter by the Water District, with the reading of the meters being conducted under a 2 month cycle system. The District Management may require residential Customers to be billed on a monthly basis, if in its opinion, it would be in the best interest of the District.
- C. **Both Monthly and Bimonthly Bills:** Bills shall be due and payable when rendered to the Customer. The amount due shall be based on the rates established by the Water District Board for all water consumed as shown by the register of the water meter. Should the meter become defective or fail to register correctly, as determined by a test of the meter, the quantity of water used shall be determined by the amount or average amounts of water used during the preceding comparable billing period or periods or any other basis which may be pertinent and equitable.

2. **PRORATED BILLS:**

- A. When bills are issued for periods outside normal billing periods, the Service Charge will be prorated based on the actual number of days included in that bill. The rates used will be those in effect during the reading period and billing calculations will be made using standard billing methodology consistent with industry standards.
- B. The charge for service to new Customers who have had service for 7 days or less

when the meter is read shall be added to the next bill covering service for a full billing period.

- C. The charge for service to Customers who discontinue water service within 7 days following their regularly scheduled meter reading date may be added to their last bill covering service for the full billing period.

3. ESTIMATED BILLS:

A. Estimated Water Consumption For Customer Billings:

When the Water District is unable to obtain a meter reading, the Water District shall estimate the reading on the basis of consumption experience in previous billing periods unless the Water District has information pertinent to the consumption, which would make a duplication of the previous billing period consumption unreasonable. In the absence of previous consumption histories during the same periods being billed, accounts will be estimated for the maximum billable in Block I based on the AWC Used.

Upon subsequent actual reading of the meter by the Water District, the Customer's account shall be adjusted, if necessary, so the total water consumed between meter readings shall be allocated on a reasonable monthly or bimonthly consumption basis and billed accordingly.

- (1) Special Effort to Read Meter: The Water District shall make a reasonably special effort to gain access to the meter and obtain an actual meter reading after 2 consecutive estimated bills to a Customer and to obtain a verification reading of the actual meter in the case of remote read meter dials no less often than once each 6 month period and at each "turn-off" service

performed for any reason.

(2) Discontinuance of Service: After 3 consecutive billings based on estimated meter readings or after inability of the Water District to gain access for verification readings of remote read meter dials for a period of 6 months, the Water District may give 10 days' written notice to the Customer to make arrangements with the Water District for a reading of the meter. If the Customer fails to make such arrangements, water service may be discontinued.

(3) Relocation of Meter: (See Section 3, Subsections A and B of Rule IX).

4. RETURNED CHECKS:

- A. If a Customer's check received by the Water District as full or partial payment for a current or delinquent account balance is returned unpaid to the Water District, the amount of such returned check will be charged back to the Customer's account and the account will remain unpaid.
- B. When a returned check has been charged back to a Customer's account, that account will be subject to normal Water District collection charges and collection procedures prescribed in Section 5 of this Rule V.
- C. Returned checks will be delivered promptly to the payor together with a notice stating that the amount of the returned check has been added back to the Customer's account, and further stating that the account is subject to normal Water District collection procedures and may become subject to delinquency discontinuance of service. (See Section 5 of Rule V.)
- D. If an analysis of the Customer's account discloses a history of returned checks, the Water District may require payment for any returned check be made in the form of

cash or money order.

- E. When a returned check is charged back to a Customer's account, a Returned Check Charge (as specified in Rule XVIII) in addition to any applicable collection charges will be added to such account to reimburse the Water District for costs incurred in processing and handling the returned check.

5. PARTIAL PAYMENT, DELAYED PAYMENT CHARGE, COLLECTION CHARGE AND DISCONTINUANCE OF SERVICE:

A. Partial Payment of Balance:

When a Customer's payment received by the Water District is for an amount less than the accumulated balance in said Customer's water account, his payment shall be applied to satisfy charges represented in the water account balance in the order of their origination.

B. Delayed Payment Charge and Discontinuance of Service:

Payment of charges for water service is due on or before the 21st day following the mailing of the statement, and is in default thereafter. If payment for the charge for current water service, or any portion thereof, is not received in the Water District office on or before the date indicated on the bill, a Delayed Payment Charge (as specified in Rule XVIII) will be added thereto, following which the Water District will institute uniform collection procedures and may finally discontinue water service to such Customer in default.

- C. Notice of Discontinuance: The intention of the Water District to discontinue delivery of water to a Customer in default shall be stated in a "notice of discontinuance" mailed to the Customer or delivered to the premises, notifying the

Customer that the water service will be discontinued on the date designated thereon if by that time payment of the total delinquent amount has not been received in the office of the Water District. The notice of discontinuance shall also notify the Customer of the amount then delinquent plus the amount of the Field Trip Charge which has been applied.

- D. Field Trip Charges: A Field Trip Charge (as specified in Rule XVIII), will apply each time a field visit is made due to delinquency (or when service is discontinued for reasons otherwise set forth in these Rules and Regulations). A Reconnection Trip Charge (as specified in Rule XVIII) will also apply each time a separate field visit is made to reconnect water service during Normal Reconnection Hours, which include Business Hours and may include extended collections hours set by the District. When a Customer requests that reconnection of service occur outside the Normal Reconnection Hours, an After Hours Reconnection Trip Charge (as specified in Rule XVIII) will apply in lieu of the regular Reconnection Trip Charge. Field Trip and Reconnection Trip Charges must be paid prior to reconnection of service.
- E: Remote Disconnection and Reconnection Fees: In the event the Water District has installed a device allowing for remote disconnection and reconnection of water service, a Remote Connection Fee will apply each time a remote disconnection is made due to delinquency (or when service is discontinued for reasons otherwise set forth in these Rules and Regulations) and each time a remote reconnection is made. Remote Connection Fees must be paid prior to reconnection of services.
- F. No Liability to Water District: The Water District shall not be liable for any damages which the Customer may sustain following discontinuance of water service

due to nonpayment of delinquent amounts due the Water District.

G. Exceptions: Subdivisions of the State of Kansas and the Federal Government, public and charitable institution, churches and schools shall not be subject to the Delayed Payment Charge referenced in Section 5 Subsection B of this Rule.

H. Transfer of Customers Liabilities: Charges relating to providing service to a Customer at any location served by the District that are delinquent and unpaid may be transferred to an account for water services to said Customer at any other location served by the District and upon such transfer if such delinquent and unpaid charges remain unpaid, the water service at the location where transferred shall be subject to delinquency discontinuance of service.

Other forms of unpaid delinquent charges or obligations from a Customer, whether the Customer is an individual, corporation, partnership or joint venture, may be transferred to another Water District account where such other designated account Customer thereby subjected to the transferred charges or obligations, is identical, or had or continues to have a substantial relationship to the Customer originally obligated. An obligation is "delinquent" when it is due and unpaid after the designated date by the applicable invoice, notice, contract or other agreements, unless extended in writing by the Water District. A "substantial relationship" shall be defined as:

1. In the case of individual Customers, or individual partnerships or joint ventures,
 - a. Having been an officer, director or shareholder controlling at least 5% of the issued shares in the corporate Customer originally obligated:

- b. Having any partnership interest in a partnership which was originally obligated; or
 - c. Having any participation in a joint venture which was originally obligated.
 2. In the case of a corporate Customer, or corporate partners or joint ventures,
 - a. Having any officer, director or shareholder controlling at least 5% of the issued shares of the corporation who was similarly situated in a corporate Customer which was originally obligated;
 - b. Having any officer, director, or shareholder controlling at least 5% of the issued shares of the corporation who was a partner in a partnership which was the Customer originally obligated; or
 - c. Having any officer, director or shareholder, controlling at least 5% of the issued shares of the corporation who participated in a joint venture which was the Customer originally obligated.
6. EACH METER- A CUSTOMER ACCOUNT: Each meter installation shall be considered as a separate Customer account and shall be billed as such, except wholesale account meter installations and manifold meter installations in which 2 or more meters are installed in parallel to supply the maximum demand for a single Customer account.
7. OFFICE FOR COLLECTION: Bills for water service shall be paid at the Water District's principal office or at such other specific locations that the Water District has designated a Collection Agent. No employees of the Water District except those so authorized shall accept payment of water bills.
8. COLLECTION AGENTS: The Water District Board may from time to time designate Collection Agents at locations where water Customers may pay water bills. Collection

Agents shall be required to comply with the following regulations and procedures:

A. Regulations and Procedures:

1. No payment for water service shall be accepted by a Collection Agent in any amount that is different from either the "net amount" or "gross amount" due the Water District as indicated on the water bill stub.
 2. No payment shall be accepted if not accompanied by a water bill stub.
 3. Each bill stub collected shall be stamped with the date collected and listed daily on an adding machine tape. The tape shall be properly dated and stamped with the name of the Collection Agent. Banks designated as Collection Agents shall deposit collections for each day in the "Water System General Fund" account of the Water District, and shall forward each day a duplicate deposit slip together with the above described tape and bill stubs to the principal office of the Water District.
 4. No fee or charge shall be collected by a collection agent from a water Customer for accepting the Customer's payment for water service. However, the Water District Board may determine and authorize payment of a reasonable collection fee to a collection agent payable only from Water District funds.
 5. No credit balance of Customers shall be refunded by a collection agent.
9. ADJUSTMENT FOR LEAKAGE: If a Customer suffers a loss of water due to a break or failure in the plumbing, of which he has no knowledge, and the water so lost has been registered on the meter, an adjustment of the Customer's bill may be made in accordance with the following provisions:
- A. Proof: A request must be made for an adjustment and satisfactory proof must be

offered the Water District showing that the high bill was due to leakage.

B. Amount of Leak: The estimated water so lost must be equal to or more than 25% of the water normally used per month.

C. Method of Adjustment:

(1) Customers on Monthly Billing Cycle: The bill may be adjusted to an amount equal to the total of:

(a) The estimated normal month's consumption plus one-half of the first 25,000 gallons or less lost due to the leak, and,

(b) One-half of the gallons lost due to the leak that is in excess of 25,000 gallons.

(c) The gallons identified in (a) and (b) will be added together to determine the total billable gallons, and will be used as the base to calculate an adjusted water bill using the rate schedule in effect for the period being adjusted.

(2) Customers on bimonthly Billing Cycle: The bill may be adjusted to an amount equal to the total of:

(a) The estimated normal two months' consumption plus one-half of the first 25,000 gallons or less lost due to the leak, and,

(b) One-fourth of the gallons lost due to the leak that are in excess of 25,000 gallons.

(c) The gallons identified in (a) and (b) will be added together to determine the total billable gallons, and will be used as the base to calculate an adjusted water bill using the rate schedule in effect for the period being adjusted.

- D. Length of Adjustment Period: Adjustments will NOT be made for water lost after the Water District has notified the Customer of the existence of a leak, nor the water lost after the Customer has advised the Water District of a leak and/or requested an adjustment. Adjustments may be made for water lost during the period covered by the last bill rendered before said notification of said request, and for that portion of the current billing request preceding said notification or said request.
- E. Restriction on Adjustments: Adjustments will NOT be repeated in those instances of chronic losses, where, in the opinion of the Water District, the losses are recurring due to faulty repairs of plumbing or lack of reasonable inspection and maintenance.

RULE VI**OCCASIONAL OR TEMPORARY WATER USE**1. **GENERAL:**

The District officially recognizes that a public fire hydrant and water from a hydrant shall primarily be used for fire protection services. Only District personnel shall have authority to operate and open a public hydrant without special permission. All other persons require special permission to open a public fire hydrant. The only exception shall be fire department personnel in the event of providing fire protection services or maintenance of a public fire hydrant as authorized by the District. All water used from a public fire hydrant, except that used by District personnel and Fire Department personnel, must be through a metering device issued by the District.

2. **APPLICATION FOR TEMPORARY WATER USE AND BACKFLOW PROTECTION:**

If temporary water service is desired for any non-residential use, such service may be supplied through a public fire hydrant. Any entity or person requesting a temporary water service shall be required to complete an application on line or in person and submit such application a minimum of 24 hours in advance. A Hydrant Meter Security Deposit will be required as set forth by the Board. Public entities, such as cities, counties, state agencies, and public schools shall be required to submit only one annual Hydrant Meter Security Deposit for the largest fire hydrant meter checked out in the entity's name. Once a public entity submits an annual Hydrant Meter Security Deposit referenced above, no security Hydrant Meter Security Deposit shall be required for any additional fire hydrant meters for the public entity's use for that same year. Approval of the application will be contingent upon District approval of adequate backflow prevention. Approved backflow

prevention shall be required as set forth in Rule XII. Applications for temporary water service will not be approved if, in the opinion of the District, the purpose of the application can be accomplished through a permanent connection to the water system.

3. METERS, METER READINGS, RATES AND PENALTIES:

No entity or person shall obtain water from a public fire hydrant within the District's service area without first installing and using a District owned metering device. The District may refuse to issue a water metering device in the event that the proposed use of the device could constitute an unreasonable risk of danger to the District's water supply or to the health and safety of the District's customers.

A Commercial-Temporary or Occasional Use Account-(C3) will be established by the District when the applicant's application has been approved and a permit has been issued. Such service shall be billed on a calendar month basis at the rates established by the District Board (see Rule VII). Each temporary water use account shall receive a monthly water bill consisting of a monthly service charge, a charge for the volume or estimated volume of water used and any fines or penalties that have been assessed against the account. The permit holder is responsible for any damage to the public fire hydrant and the metering device.

Permit holders shall be required to report their metering device reading to the District monthly on the date set forth in the permit. If the permit holder fails to report a reading as required by this rule, a fine as set forth by the Board, will be applied to the customer's account for each occurrence which will be non-refundable. Upon termination of a permit, the District will refund the Hydrant Meter Security Deposit to the permit holder

less any unpaid amounts due the District, including but not limited to loss or physical damage to the meter, any unpaid water consumption charges and minimum monthly bill amounts.

Connection of a metering device to a public fire hydrant and operation of the public fire hydrant must be according to the directions on the Fire Hydrant Meter Application and/or as demonstrated by District staff. Improper connections to a fire hydrant or improper operation of a fire hydrant may result in a fine, as set forth by the Board, to be applied to the customer's account which will be non-refundable.

4. REFUSAL OF APPLICATION DUE TO OUTSTANDING OBLIGATIONS:

The District may refuse to accept an application if the applicant has any unpaid delinquent obligations due to the District or has a substantial relationship to any entity which has any unpaid delinquent obligations. A "delinquent" obligation and "substantial relationship" shall be defined as set out in Rule V, Section 5, Subsection G.

5. TIME LIMITS ON TEMPORARY WATER USE AND LOCATION OF USE:

Permits for the use of metering devices and inspection of backflow prevention may be issued for a minimum of one month to a maximum of one year. All permits for temporary water service from a public fire hydrant and inspections for backflow prevention shall expire annually as set forth by the District. All metering devices shall be returned to the District annually as set forth by the District. District owned metering devices shall only be used on public fire hydrants within the service area. District owned metering devices may not be used on any fire hydrant located outside the District service area or on any private fire hydrant located within or outside the District's service area.

6. FORFEITURE OF USE:

Violation of any stipulations of this policy may result in the forfeiture of any Hydrant Meter Security Deposit and confiscation of all equipment owned by the District and shall be subject to any and all penalties established by the jurisdiction having authority. The District reserves the right to not issue or reissue a metering device to any customer or permit holder that has violated this Rule. To the extent any policies set forth in this Rule VI conflict with any other part of these Rules and Regulations, the terms of this Rule shall Control.

RULE VII**WATER RATES****1. RATE CLASSIFICATIONS**

Customer accounts shall be classified in 6 categories of use designated as:

Wholesale (W1)

Commercial-Temporary Use (C3)

Large Commercial (C2)

Small Commercial (C1)

Multi-Family Residential (M1)

Single Family Residential (R1)

In the event of ambiguity in classification criterion or divergent uses, the account will be assigned to the rate classification appearing first from among the possible applicable classifications as listed above.

2. BILLING FREQUENCY

Single family residential accounts shall be billed bimonthly. All other accounts shall be billed monthly. For possible exceptions see Sub-sections A and B, Section 1 of Rule V.

3. STANDBY SERVICE CHARGE

If a customer requests temporary discontinuance of water service at a permanent connection, a Standby Service Charge will be incurred monthly during the period of non-use and such charge will be prorated for partial months of non-use. Such Standby Service Charge shall consist of the appropriate monthly service charge based upon the customer's classification. (See provision in Rule XIV, Section 3). In addition, Field Trip and Reconnection Trip Charges will be assessed in accordance with Rule V, Section 5, Subsections D.

4. RETAIL WATER RATES

See Rule XVIII, “Fee Schedules”.

5. WHOLESALE WATER RATES

Wholesale Water Rates will apply to Customers located outside the Water District’s retail service boundaries who enter into a wholesale agreement with the District. The Wholesale monthly service charge and volume charge per 1,000 gallons are specified in the customer’s wholesale agreement.

In addition to the service charge and volume charge, the Wholesale (W1) Agreement requires a Wholesale User Fee (see Rule XI).

Other Provisions For Wholesale Customers:

Other provisions, fees, and charges for each Wholesale Customer will be as specified within the wholesale agreement, as approved and/or amended by the Water District Board, between the Water District and each Wholesale Customer.

6. TERMINATION OF BILLING EXEMPTIONS FOR WATER USAGE AT FIRE STATION FACILITIES

The District has traditionally exempted fire stations from the application of rates and charges to the metered service for domestic use at these facilities. Effective with January 1995 billing, this exemption is terminated and all existing and future fire station facilities will be subject to billing at the applicable Retail Commercial water rates.

RULE VIII

SERVICE CONNECTIONS

1. **TYPES OF SERVICE CONNECTIONS:**

The District allows the following Service Connections (as defined in Rule II) to the Distribution System:

- Domestic Service Connection
- Irrigation Service Connection
- Fire Service Connection
- Combination Domestic and Fire Service Connection
- Temporary Service Connection for Construction

Only one building and its directly related adjuncts shall be served through a Service Connection unless otherwise approved by the District.

2. **OWNERSHIP AND MAINTENANCE:**

The District owns and maintains the Service Connection after passing final inspection. The customer owns and maintains the Customer Service Line as well as all external and internal plumbing supplied by the Customer Service Line. The customer cannot remove or replace any of the components of the Service Connection without the expressed written consent and approval of WaterOne.

3. **APPLICATION FOR NEW SERVICE:**

The Applicant shall submit an application for new service on forms provided by the District. Upon conformance with the District's Rules and Regulations, policies and procedures, specifications and standards, receipt of the New Service Connection charge,

System Development Charge (SDC), and any fees pursuant to Rule X, the District will issue a Permit.

The District may refuse the application for new service if the Applicant has any unpaid obligation to the District as referenced in Rule V.

4. NEW SERVICE CONNECTION CHARGE:

This charge covers the cost of materials, labor, and overheads for the tap at the Distribution Main, and the materials for the Water Meter and meter pit.

5. TEMPORARY SERVICE CONNECTIONS FOR CONSTRUCTION:

Temporary Service Connections for Construction projects shall not be in service longer than eighteen (18) months unless otherwise approved by the District. Temporary Service Connections for Construction will not be charged an SDC or fees pursuant to Rule X.

6. PERMIT EXPIRATION AND CANCELLATION:

If the connection to the Distribution Main is not completed within 120 days from the issuance of the Permit, the Permit shall expire. The Applicant may pay the incremental increases in the SDC and the New Service Connection Charge, if any, to keep the Permit valid after the initial 120 day period. The Applicant may cancel the Permit at any time and shall be refunded the fees and costs for new service.

7. CONNECTIONS TO TRANSMISSION MAINS:

No Service Connection shall be allowed to a Transmission Main.

8. DISTRIBUTION MAIN CONNECTIONS:

Service Connections shall be to a Distribution Main in compliance with Rule X. If the property to be served is not in compliance with Rule X, the District may refuse a permanent Service Connection until the property is in compliance with Rule X. The

District shall determine the location of the Service Connection to the Distribution Main.

Non-complying Service Connections: The District may allow a Service Connection, on a temporary basis that does not fully comply with Rule X. The non-complying Service Connection will be separately and distinctly evaluated by the District. If the District approves a non-complying Service Connection, the Applicant shall be required to execute a separate Agreement with the District specifying terms and conditions.

9. TEMPORARY SERVICE FROM ADJOINING WATER UTILITIES:

A. Where a tract of land meets all of the following conditions:

- 1.) It is contiguous to the Water District's boundary, and;
- 2.) There is erected upon said tract a residential, agricultural, commercial or industrial building, any part of which is situated within 300 feet of the property line nearest the Water District boundary, which has been continuously occupied for the previous six months under a certificate of occupancy issued no later than March 1, 1996, and;
- 3.) No connection to an adequate Water District main meeting the requirements for connection set out in this Rule VIII and the requirements of the jurisdictional zoning authority for fire flow is available within 300 feet of any property line of the tract, and;
- 4.) Adequate water service meeting the requirements for connection set out in this Rule VIII and the requirements of the jurisdictional zoning authority for fire flow is available from another water utility with a service area adjoining the property line of the tract; the owner may apply to the Water District for temporary water service from the

adjoining water utility under a three-party contract among the owner, the Water District and the adjoining utility. The contract shall be upon such terms and conditions as are approved by the Water District, and shall include a provision for termination of such temporary service whenever an adequate source for water service from the District becomes available within 300 feet of the original property lines of the tract as they existed at the time of the application. Collection of the System Development Charge shall be delayed until the owner permanently connects to a Water District main. All expenses for both the temporary and subsequent permanent extensions and connections shall be borne by the owner at the charges, rates and fees then in effect.

B. Where the tract meets all conditions and requirements in subsection A except for condition (2), the owner may petition for a variance from compliance with condition (2) only if all of the following further conditions have been met:

1.) The owner is the genuine title holder of record of the entire tract and not merely a purchaser under a contract for sale, and;

2.) The need for water service is unique from that which is ordinarily found for tracts within the District that are remote from existing mains, and;

3.) The unique need for water is not the result of the owner's own actions or neglect, and;

4.) The granting of the temporary connection will not foreseeably deter the initiation of a line extension petition for service to a separate tract within 300 feet of the petitioner's tract.

The General Manager shall consider in writing whether all four conditions exist in substitution of condition (2) of Subsection A, and that determination shall be final unless

appealed to the Water District Board within sixty days as provided in Rule XVI.

10. LOCATION OF EXISTING DISTRIBUTION MAINS:

Because of limited information and records provided to the Water District when it acquires the Distribution System of another water utility, information included on the Service Connection Permits relating to the location of existing mains shall not constitute any representation or guarantee that such mains actually exist or are located as indicated, and such information shall be provided as only the assumed location from information as is then available to the Water District. No applicant, owner or other person interested in the connection shall have any right, claim, or cause of action against the Water District for erroneous information as to the location of mains contained on such permits, and they shall bear their own expense or loss in adjusting, relocating or eliminating the proposed service connection by reason thereof. In the event an inadequate supply exists or no water main exists, the applicant may be required to initiate a Water Main Extension Petition and Agreement pursuant to Rule X. In the event of cancellation of the application for a new service connection, the service connection charge and the System Development Charge shall be refunded to the applicant. The conditions of this Rule VIII, Section 1, Subsection D shall apply for a period not to exceed five years from the date of such acquisition.

11. CAPACITY REQUIREMENTS:

The District will evaluate the impact of a new Service Connection or an enlargement of an existing Service Connection to the Distribution System at maximum hour demands through hydraulic modeling and/or field tests. If the proposed Service Connection will cause the Distribution System pressure to decrease below 30 PSI at ground level at any

point in the Distribution System, the District may not allow the Service Connection until the Distribution System capacity has been improved. The District will not allow a Service Connection that causes the Distribution System pressure to be less than 20 PSI at ground level at any point in the Distribution System.

12. DOMESTIC SERVICE CONNECTION AND SERVICE LINE SIZE:

The District will determine the minimum diameter of the service.

13. INSTALLATION:

The Applicant will install the Service Connection in accordance with District approved standards, drawings, and specifications. The District will make the tap to the Distribution Main.

14. INSPECTIONS:

All new Service Connections will be inspected by the District for conformance with the District's standards. The District will conduct a preliminary inspection of the Service Connection from the Distribution Main to the meter pit. The District will conduct a final inspection of the Service Connection after grading and final restoration has been complete. If the District determines the Service Connection does not meet the District's standards on final inspection, the Applicant will be required to make corrections within 90 days. If the correction is not made, the District may discontinue the Service Connection until corrected, or the District may make the corrections and charge the Applicant.

15. DISCONNECTIONS:

The property owner shall request disconnection of the Service Connection. The property owner will pay for all the costs to disconnect the Service Connection from the

Distribution Main and removal of the Water Meter. The District may disconnect the Service Connection if the property owner has not used the Service Connection within the last two (2) years. The District shall provide the owner ninety (90) days notice before disconnection of the Service Connection. The property owner shall reimburse the District for the costs to disconnect the Service Connection.

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RULE IX**WATER METERS****1. OWNERSHIP, MAINTENANCE, AND SUPPLY OF WATER METERS:**

The District shall own and maintain the Water Meter and will provide the Water Meter.

2. LOCATION OF WATER METER:

New Water Meters shall be installed in meter pits or vaults at or adjacent to the Customer's property line or utility easement. The location shall be determined and approved by the District. Water Meters located on private property are considered a condition of service to the Customer and will not require a separate easement for the location of the Meter or access to the Meter by District personnel.

3. METER PITS OR VAULTS:

Water Meter pits and vaults are the property of and shall be maintained by the District. The pits and vaults shall be installed in accordance with the District's standards and specifications.

4. METER SIZE AND TYPE:

A Single-Family Residential Customer shall be a minimum of a 5/8" Water Meter. A larger Water Meter may be required if the maximum anticipated flow rate exceeds the capacity of a 5/8" Water Meter as determined by the District. Commercial and Multi-Family Customers shall provide the District with proposed water consumption demand on a form provided by the District. The District shall determine the size and type of Water Meter. In cases where the Water District, at the request of the Customer, allows for the installation of the meter without the specified remote-read device, the Customer will be subject to the terms of the District's opt-out policy and will be assessed a Manual

Meter Reading Fee (see Rule XVIII) for the manual reading of the meter including a calculation commensurate with a preferential level of service and loss of data integrity to the water system's management.

5. IMPROPERLY SIZED METERS:

If the water demand by the Customer changes which requires changing the Water Meter size and/or type, the Customer shall reimburse the District for replacing the Water Meter. If the Water Meter capacity is increased, the Customer shall pay the incremental System Development Charge (SDC) based upon the current SDC rate. (See Rule XI). If the existing Service Connection requires modifications for the new Water Meter, the conditions of Rule VIII shall apply and costs shall be paid for by the Customer.

6. ACCESSIBILITY OF WATER METERS:

The Water Meter shall be accessible to the District at all times. If the District has been unable to gain access to a Water Meter located inside a building for three (3) consecutive billing periods, the District may require the Customer to move the meter to the property line or utility easement at the Customer's expense.

If the District determines that a Water Meter is no longer reasonably accessible, is subject to freezing, or otherwise poses a safety or property damage hazard, the District shall notify and require the Customer to correct the fault at the expense of the Customer. If the customer does not correct the fault after notice thereof and passage of a reasonable period of time, the District shall move the Water Meter at the expense of the Customer.

7. RELOCATING WATER METER BY THE DISTRICT:

The District reserves the right to relocate the Water Meter at the discretion of the District.

8. TESTING, REPAIRS, AND REPLACEMENT:

The District will periodically test Water Meters for accuracy using accepted industry practice and will repair or replace the Water Meters, as required, at the District's cost.

The Customer shall reimburse the District for costs to repair, recalibrate, or replace Water Meter if the damage was caused by negligence or abuse by the Customer.

9. AUTHORIZED HANDLING:

Only the District shall set, change, remove, or by-pass any Water Meter. Customers that tamper with Water Meters may be subject to fine(s), criminal charges, and disconnection of the Service Connection.

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RULE X

**EXTENSION OF WATER MAINS
AND INSTALLATION OF FIRE HYDRANTS**

1. APPLICATIONS FOR WATER MAIN EXTENSIONS:

- A. A Petitioner may request the Water District to provide water service to a tract of land within the boundaries of the Water District on a form furnished by the Water District and designated as “Water Main Extension Petition and Agreement” (Agreement) including, but not limited to the following installations:
- 1) An original distribution main originating from a transmission main, or
 - 2) An extension from an existing distribution main, or
 - 3) An enlargement of an existing distribution main.
- B. The Petitioner may, but is not required to, suggest a defined area to be served and benefited by the proposed Water Main Extension. The final determination of the area to be served by the Water Main Extension will be made by the Water District and defined in the Agreement when submitted to the Petitioner for execution.
- C. Where the Agreement for such Water Main Extension involves connection to a transmission main, such points of connection may be designated or limited to minimum intervals by the Water District.
- D. The Petitioner shall execute and submit such Agreement to the Water District for execution, and simultaneously furnish to the Water District funds, as a deposit, in the form of a check or a letter of credit equal to the total cost as estimated by the Water District to apply to the anticipated cost of such Water Main Extension, and comply with the requirements of Section 3 of this Rule X and full compliance

with the Water District's procedures. The Water District may refuse to execute the Agreement if the requirements of Section 3 are not satisfied or if such Petitioner has any unpaid delinquent obligations or had or continues to have a substantial relationship with a party who has a delinquent obligation. A "delinquent" obligation and "substantial relationship" shall be as defined in Rule V, Section 5, Subsection G.

- E. The submitted Agreement form shall become a contractual agreement with the Water District upon acceptance and execution by the Water District's General Manager. The total resulting cost after completion of such Water Main Extension or enlargement shall be fully borne by the Petitioner without any refunding unless a Benefit Area or Refund Area has been created under Section 4, Subsection B or C of this Rule X. If the Water District is prevented from completing construction within six (6) months from the date of execution of the Agreement by the Water District's General Manager, by reason of the Petitioner's delay, then the Water District may either terminate the Agreement or may require an amendment to the Agreement to increase the funds on deposit by the Petitioner to offset any increase in estimated Water Main Extension construction costs.

2. SPECIFICATIONS:

The specifications for Water Main Extensions include, but are not limited to, the following Subsections of Section 2.

- A. The size, routing and points of connection of the water main or mains, the material specifications, and the boundaries of the area to be served shall be

determined by the Water District based in part upon a consideration of the following factors:

- 1) Provision for adequate service to prospective customers within the area defined in the Agreement;
 - 2) Possible and contemplated future utilizations and extension of the main to be installed to serve areas other than the defined area to be served as designated by the Agreement including, but not limited to, the District's need to develop a hydraulically efficient and integrated distribution system which requires the installation of at least 12-inch and 8-inch diameter water mains generally on the section and half section lines, respectively; and
 - 3) Fire protection needs existing or anticipated in or beyond the area to be served.
- B. If the Water District desires to designate any portion of the Water Main Extension to be of a size larger than that reasonably required to serve the area to which the water main is being extended as considered in relation to item 2 in Subsection A, then the additional cost of the larger water main shall be borne by the Water District.
- C. The terminus of the water main or mains to be installed shall be a point on the far side of the tract or last lot being served.

A water main must be installed adjacent to and along the entire length or width of a minimum of one side of the property to be served, unless a lesser distance is determined to be adequate by the Water District. When determined reasonable and necessary by the Water District, the Petitioner shall be required to extend

water mains along any portion of the perimeter of, or through, the Petitioner's property for the purpose of completing the Petitioner's portion of the distribution grid system.

- D. Where property along a new Water Main Extension may not require water service from the new Water Main Extension to be constructed under the terms of the Agreement, due to type of land use such as a park, railroad, flood plain or an area served by another water utility, there will be no reduction, allowance, credit, subsidy or cost-sharing provided by the Water District, even though there may be no possibility of connections within some areas, and the full and actual cost of such Water Main Extension shall be fully borne by the Petitioner.
- E. Where tracts of land can be or are already served by an existing Water District main and said tracts of land can be served by the new Water Main Extension to be constructed under the terms of the Agreement, there will be no salvage value, credit, reduction, allowance, subsidy or cost-sharing provided by the Water District for the existing main or mains, and the full and actual cost of such Water Main Extension shall be fully borne by the Petitioner.

3. ESTIMATED COSTS AND SETTLEMENT OF ACTUAL COSTS:

- A. The total estimated cost of the proposed Water Main Extension, replacement, relocation or enlargement shall include, but not be limited to, the cost of easements, pipe, fittings, fire hydrants, valves, valve boxes, all necessary appurtenances, materials necessary to restore right-of-way, labor, construction equipment, tools, supervision, inspection, engineering, contingencies, legal

expense, easement acquisition, insurance, permits, accounting and other Water District overhead expenses.

B. After the installation of such Water Main Extension has been completed and all costs have been determined, if the actual cost thereof is less than the funds deposited by the Petitioner, a refund of the difference shall then be made to the Petitioner of any funds deposited by check. No interest shall be paid on the funds deposited by the Petitioner. If the actual cost thereof is greater than the funds deposited by the Petitioner, the Water District will invoice the difference to the Petitioner. Any pro-rata share due to the Petitioner under Section 4, Subsections B and C of this Rule X will not be made until such additional payment is made in full.

4. MECHANISMS FOR FUNDING WATER MAIN EXTENSIONS:

A. Non-Refunding Water Main Extension Petition and Agreement):

(Former “Plan A”)

Unless special areas providing for reimbursement to Petitioners have been created as provided in Subsections B and C, of this Section, the Petitioner shall fully bear all actual costs as provided for in Section 3, with no entitlement to refunds of any portion of the actual cost.

Prior to July 1, 1981, “Plan A” Agreements provided a refunding mechanism to the Petitioner for the cost of the Water Main Extension. Any “Plan A” Agreements executed before July 1, 1981, and provided for yet unpaid refunds, will continue to be effective under their terms.

B. Water Main Extension Petition and Agreement Creating a Benefit Area, for water mains 12-inch and larger (“Benefit Area Agreement”):

(Former “Plan C”)

When a Petitioner requests a Water Main Extension of 12-inches in diameter or larger to serve the Petitioner’s projected development that can also potentially serve other tracts by the Water Main Extension, the Water District may create defined boundaries of a Benefit Area that could be served by such new, replaced or enlarged Water Main Extension as proposed by the Agreement.

Such Benefit Area Agreement will include, but not be limited to, provisions requiring owners of other tracts within the Benefit Area to pay to the Water District for refund to the Petitioner a pro-rata share of the original cost of the Water Main Extension as designated in the Agreement and without interest. The Water District will collect from affected land owners as they make new connections directly, or indirectly, to the Water Main Extension in any of the following manners:

- new Water Main Extensions,
- new connections for domestic water service,
- new connections for fire protection, or
- enlargement of service connections or meters that exist prior to the date of the Benefit Area Agreement.

The Water District will designate the size and number of tracts that can reasonably be served by such new, replaced or enlarged Water Main Extension as proposed by the Agreement and include those tracts in the Benefit Area. After notice to affected landowners, the Benefit Area will be created by execution of the Agreement by the Petitioner and the Water District and the Agreement will be

submitted to the Register of Deeds for filing in the county in which the Benefit Area is created.

Upon creation of the Benefit Area, the Water District will collect from affected land owners a pro-rata share of the cost of the Water Main Extension in accordance with paragraph 2 of this Subsection B. The pro-rata share collected shall be based on the tract of land in which ownership is held by a deed on file with the county register of deeds.

Such pro-rata share will be determined by the Water District based upon the anticipated number of connections, the front foot cost, area served by the connection or other reasonable method for allocating the respective shares of the total cost to be refunded to the Petitioner.

Prior to January 1, 2005, "Plan C" Agreements for mains 12 inch and larger in diameter may provide a refunding mechanism to the Petitioner for all or a portion of the cost of the Water Main Extension from the Water District funds. Any such Agreements executed before January 1, 2005, and provided for yet unpaid refunds from the Water District funds, will continue to be effective under their terms.

Any Agreements executed on or after January 1, 2005, under the terms of this Section 4, Subsection B, will not allow for refunds to the Petitioner from Water District funds. The time limit for the collection of such pro-rata shares for reimbursement to the Petitioner shall not exceed 20 years.

C. Water Main Extension Petition and Agreement Creating a Refund Area, for water mains smaller than 12-inches ("Refund Area Agreement"):

(Former "Plan D")

When a Petitioner requests for a Water Main Extension smaller than 12-inches in diameter that will pass in front of or will otherwise be adjacent to other tracts under different ownership and that can also be reasonably served by that Water Main Extension, the Water District may create defined boundaries of a Refund Area that could be served by such new, replaced or enlarged Water Main Extension as proposed by the Agreement.

Such Refund Area Agreement will include, but not be limited to, provisions requiring owners of other tracts within the Refund Area to pay to the Water District for refund to the Petitioner a pro-rata share of the original cost of the Water Main Extension as designated in the Agreement and without interest. The Water District will collect from affected land owners as they make new connections directly, or indirectly, to the Water Main Extension in any of the following manners:

- new Water Main Extensions,
- new connections for domestic water service,
- new connections for fire protection, or
- enlargement of service connections, or meters, that exist prior to the date of the Refund Area Agreement.

The Water District will designate the size and number of tracts that can reasonably be served by such new, replaced or enlarged Water Main Extension as proposed by the Agreement and include those tracts in the Refund Area. After notice to affected landowners, the Refund Area will be created by execution of the Agreement by the Petitioner and the Water District and the Agreement will be

submitted to the Register of Deeds for filing in the county in which the Refund Area is created.

Upon creation of the Refund Area, the Water District will collect from affected land owners a pro-rata share of the cost of the Water Main Extension in accordance with paragraph 2 of this Subsection C. The pro-rata share collected shall be based on the tract of land in which ownership is held by a deed on file with the county register of deeds.

Such pro-rata share will be determined by the Water District based upon the anticipated number of connections, the front foot cost, area served by the connection, or other reasonable method for allocating the respective shares of the total cost to be refunded to the Petitioner.

The time limit for the collection of such pro-rata shares for reimbursement shall not exceed 20 years.

D. Water District Declaration Creating Benefit Area or Refund Area Main Extensions (“Benefit Area Declaration” and “Refund Area Declaration” respectively, and “Declaration” collectively):

When the Water District finds that there is a need for new, replaced or enlarged Water Main Extension(s) for reasons of health, sanitation, fire safety or conformity to the Water District’s standards of service, the Water District may create defined boundaries of a Benefit Area or Refund Area that can reasonably be served by such new or enlarged Water Main Extension.

The Water District will designate the size and number of tracts that can be served, directly or indirectly, by such new, replaced or enlarged Water Main Extension

and include those tracts in the Benefit Area or Refund Area. After notice to affected landowners, the Benefit Area or Refund Area will be created by the Water District Board adopting a Resolution. A Declaration will be submitted to the Register of Deeds for filing in the county in which the Benefit Area or Refund Area is created.

Upon creation of a Benefit Area or Refund Area, the Water District shall advance the funds required for the design, acquisition of easements and rights of way, and the cost of construction of the Water Main Extension.

Owners of tracts within the Refund Area or Benefit Area shall reimburse to the Water District a pro-rata share of the original cost of the Water Main Extension as designated in the Declaration and without interest. The Water District will collect the reimbursement from affected land owners as they make new connections directly, or indirectly, to the Water Main Extension in any of the following manners:

- new Water Main Extensions,
- new connections for domestic water service,
- new connections for fire protection, or
- enlargement of service connections of meters that exist prior to the date of notification to affected landowners of the Benefit Area or Refund Area.

Such pro-rata share will be determined by the Water District based upon the anticipated number of connections, the front foot cost, area served by the connection, or other reasonable method for allocating the respective shares of the total cost of the Water Main Extension. The Water District shall be entitled to

collect such pro-rata shares until the Water District's original investment in the water main has been recovered in its entirety.

The pro-rata share collected shall be based on the tract of land in which ownership is held by a deed on file with the county register of deeds.

E. Other Water Main Extensions:

Nothing contained in this Section shall be construed to prohibit the Water District from installing Water Main Extensions utilizing the Water District funding sources and not providing for refunds from affected land owners.

5. RIGHTS AND TITLE RESERVED TO THE WATER DISTRICT:

A Water Main Extension and all appurtenant rights created and constructed under this Rule X shall be and remain the exclusive property of the Water District, with the right to further extend such mains from and beyond any project termination point as contemplated by a Water Main Extension Agreement. Subsequent extensions beyond project terminations shall not be considered as an extension or other change in any previously approved Benefit Area or Refund Area. The Water District shall have the continuing right to install at its own expense transmission, fire and distribution mains.

6. TRANSFER OF DELINQUENT CHARGES:

All charges and costs for service performed by the Water District under this Rule X that become delinquent and unpaid shall be subject to transfer as stated in Rule V, Section 5, Subsection G.

7. SPECIAL AGREEMENTS:

Nothing contained in this Rule X shall be construed to prohibit the Water District from entering into an agreement under special conditions in which the Petitioner contributes

the entire cost of the Water Main Extension, or in which the terms of a Water Main Extension agreement vary from or are essentially different from the terms authorized by Section 4, Subsections A, B, and C as approved by the Water District Board.

8. EXECUTION OF WATER MAIN EXTENSION PETITIONS AND AGREEMENTS:

Unless otherwise directed by resolution of the Water District Board, the General Manager shall have the authority to approve and execute the Water Main Extension Petition and Agreement on behalf of the Water District Board.

9. ADDITIONAL FIRE HYDRANTS; OWNERSHIP OF HYDRANTS:

A. Where fire hydrants are added to Water Main Extensions constructed as a result of Line Extension Petition and Agreements executed prior to July 10, 1996, and said Water Main Extensions were subject to a charge per lineal foot for the costs of fire hydrants and paid into a fire hydrant fund maintained by the Water District for that purpose, no further charges shall be made for additional fire hydrants connected to those mains. Fire hydrants to be relocated, or removed, due to alterations of private structures or other improvements, or relocations, or removal, for public improvements instigated by private parties, shall be charged to the instigating party and will not be paid from the fire hydrant fund.

B. Where fire hydrants are added to Water Main Extensions constructed as a result of Agreements executed after July 10, 1996, or any Water Main Extensions that were constructed without the imposition of a charge per lineal foot for the costs of fire hydrants, the instigating party requesting the additional fire hydrant shall pay in advance the estimated cost. The estimated cost shall include all items as described in Section 3, Subsection A. The Water District and the party requesting

the fire hydrant shall enter into an agreement for installation based upon the estimated cost. After receipt of the signed agreement and an advanced payment in the amount of the estimated cost, the Water District will proceed to install the fire hydrant. After the installation of such fire hydrant has been completed and all costs have been determined, if the actual cost thereof is less than the funds deposited, a refund of the difference shall then be made to the party requesting the fire hydrant. No interest shall be paid to the party requesting the fire hydrant on the funds deposited. If the actual cost thereof is greater than the estimated cost, the Water District shall invoice the difference to the party requesting the fire hydrant.

- C. Where fire hydrants are added to Water Main Extensions that are subject to a collection of a pro-rata share of the original cost of the Water Main Extension, the party requesting the fire hydrant shall also be responsible to pay to the Water District a pro-rata share of the original cost of the Water Main Extension in accordance with the requirements of Section 4 of Rule X.
- D. Fire Hydrants may be installed at the Water District expense as follows, but not limited to:
 - 1) When the fire hydrant is necessary, as determined by the Water District, for the operation of a transmission or distribution main to which it is connected.
 - 2) When replacing an existing fire hydrant at the Water District's discretion.
- E. At the sole judgment of the Water District, fire hydrants required to be located further than 20 feet from the source main may be classified, as private fire hydrants. The private fire hydrant and all pipe and appurtenances between fire

service connection valve at the source main and the private fire hydrant shall be installed, owned and maintained by the property owner including that portion on public or common rights-of-way.

F. The Water District reserves the right to deny installation requests for a fire hydrant when, but not limited to, the Water District determines one of the following applies:

- the main size or capacity to be inadequate,
- hydrant spacing to be inappropriate,
- reasonable operational considerations, or
- water mains serving the property does not comply with Section 2, Subsection C of this Rule X.

Fire hydrants will not be installed on water mains that are not capable of a fire flow rate of 500 gallons per minute at 20 pounds per square inch residual pressure during maximum day water demand conditions without a written request from the appropriate fire jurisdiction stating that the lower anticipated fire flow rate is acceptable.

RULE XI**RETAIL SYSTEM DEVELOPMENT CHARGE & WHOLESALE USER FEE****1. RETAIL SYSTEM DEVELOPMENT CHARGE PURPOSE AND AMOUNT:**

For every new retail Service Connection Application received on and after July 1, 1978, such new service connection shall, in addition to the service connection charge to be collected as provided in Rule VIII, be subject also to a System Development Charge to compensate for the applicable costs of investment required for existing and future water supply, treatment, transmission and distribution facilities, including major improvements to existing and future facilities which contribute to system capacity. Any meter enlargement or meter type upgrade for a Retail Customer shall be subject to a Retail System Development Charge equal to the difference in the current Retail System Development Charges for the respective meter sizes and types. The Retail System Development Charge shall vary in increments relating to the size or type of the meter as set forth in the schedule in Rule XVIII. Meter type means any of the three kinds of meters, displacement meter, compound meter or turbine meter, as referenced in the schedule. Meter type and size will be determined as provided in Rule IX Section 2.A.

Retail System Development Charges are to be effective in the amount and as of the dates as indicated in the schedule in Rule XVIII. It is the Board's intention to review and update System Development Charges annually.

- A. **MULTIPLE-METERED SERVICE CONNECTIONS:** On multiple-metered Domestic Service Connections, the Retail System Development Charge shall be based upon the size and type of each individual meter.

B. CANCELLATION OR REFUND: At the option of the Water District, the Retail System Development Charge may be canceled and refunded, or subject to change, if delivery of materials and service connection installation has not been requested by the applicant within 120 days from the date the permit was issued. If the Service Connection Permit has been canceled for any reason, upon later reapplication for a service connection, the applicant shall pay the appropriate System Development Charge according to the applicable schedule of System Development Charges then in effect.

2. WHOLESALE USER FEE PURPOSE AND AMOUNT:

Wholesale User Fees will apply to Customers located outside the Water District's retail service boundaries who enter into a Wholesale Agreement with the District. Each Wholesale Customer will be subject to a Wholesale User Fee for the right to have access to a specified maximum capacity for a specified term.

A. WHOLESALE USER FEE:

The Wholesale User Fee will be based on generally accepted cost of service principles and methodologies. The Wholesale User Fee will be calculated based on the same per-unit costs of service as are used for calculating the Retail System Development Charges. The cost of service for the Water District's functional components that are to be utilized solely by the Water District's Retail Customers (such as infrastructure required to provide fire protection to Retail Customers), as determined by the Water District, will be excluded from the cost of service for purposes of calculating the Wholesale User Fee.

B. TERM:

The Wholesale User Fee shall apply for a specified limited duration. The Wholesale User Fee will be pro-rated for the term of the agreement.

C. MAXIMUM DEMAND CAPACITY:

The Wholesale Customer will supply initial estimates of maximum demand capacities. These demands shall be determined by a registered Professional Engineer in the State of Kansas, be based on accepted methods for projection of water consumption, and shall be subject to review and approval by the Water District prior to establishing the appropriate Wholesale User Fee.

D. WHOLESALE SUPPLY AND METERING FACILTIES:

In addition to the Wholesale User Fee, each Wholesale Customer will be required to pay for the cost of a metering facility at each delivery point from the Water District to the Wholesale Customer, to be equipped with a demand-recording meter as designed and constructed by the Water District. Any pipelines needed to connect to the District's existing facilities for the required capacity will be at the Wholesale Customer's expense as designed and constructed by the District. All pipeline facilities located before the metered delivery point and all metering facilities will be the property of and be maintained by the District.

E. EXCEEDING ADDITIONAL CAPACITY:

Maximum demand data from the demand-recording meter(s) will be utilized by the Water District and the Wholesale Customer to monitor the Wholesale Customer's actual demands. If the Wholesale Customer exceeds the specified demands, the Wholesale Customer will be required to contribute an additional increment of Wholesale User Fee. The Water District may waive the incremental Wholesale User Fee if it determines the demand was set due to a non-recurring event or emergency.

F. AMENDMENT TO THE AGREEMENT:

If the Wholesale Customer determines the initial demand estimates are no longer sufficient, the Wholesale Customer may request and the Water District may allow an amendment to

the agreement for a specified incremental increase in capacity sufficient to meet the Wholesale Customer's new demands through the remaining duration of the original agreement. The new demand estimates will be subject to the same requirements as the initial estimate (Section 2.C. of this Rule). An additional Wholesale User Fee for the incremental increase in capacity will be determined based on the per-unit costs of service in effect at that time.

G. NON-REFUNDABLE:

All Wholesale User Fees paid to the Water District are non-refundable and are for the duration of the agreement only. Extension of the Wholesale agreement beyond the initial duration will require a new agreement. The new Wholesale User Fee will be determined based on the per-unit costs of service in effect at that time and will not be incremental to the previously paid Wholesale User Fee.

H. FINANCING:

The Water District may exercise the option to provide financing for the Wholesale User Fee. Financing terms, if any, will be included in the Wholesale Agreement.

3. AGREEMENT WITH ANOTHER UTILITY: Where the District enters into an agreement to provide retail service to customers currently served by another utility pursuant to K.S.A. 19- 3512(b), and such agreement provides for the imposition of the Retail System Development Charge on each of the individual customers of this utility, the agreement may provide for an immediate payment by each new Customer within the annexed area in a lump sum or in installments by permitting Customers within the annexed area to pay the System Development Charge through a surcharge to include interest in even installments to be paid with each billing for regular service and quantity charges over the agreed time

period. Where the Retail System Development Charge is paid in installments, continued water service is conditioned upon current payment of such installments, and failure or refusal to timely pay such installments suspends water service under the procedures of Rule XV. Purchasers of property previously served and subjected to the Retail System Development Charge must resume payment of the installments as a condition for continued or new account service, and complete the full schedule of installments notwithstanding that any delay in resuming installments will extend payment beyond the agreed time period.

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RULE XII

CROSS CONNECTION AND BACKFLOW PREVENTION

1. **PURPOSE:**

To protect the public water supply of the Water District from contamination and pollution.

To eliminate or control existing cross connected plumbing between the public water supply of the Water District and non-potable fluid systems.

To provide for a continuing program of cross connection control which will effectively prevent the contamination and pollution of the public water supply of the Water District.

To comply with Federal Laws and Kansas State Statutes relating to the protection of the public water supply of the Water District.

2. **DEFINITIONS:**

Agency-

The department of the Water District vested with the responsibility for enforcement of this Rule.

Air Gap-

The unobstructed vertical distance at least twice the diameter of the supply line and no less than one inch, through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle.

Approved Device-

Shall mean devices tested and accepted by a recognized testing laboratory approved by the Kansas Department of Health & Environment and the General Manager.

Backflow-

The flow of water or other substances into the distribution system of a potable supply of water from any source other than its intended source. Backsiphonage is one type of backflow.

Backflow Preventer-

A device or means to prevent backflow.

Backsiphonage-

The flowing back of contaminated or polluted substance from a plumbing fixture or any vessel or source into the potable water supply system due to negative pressure in said system.

Contaminant-

Any substance that upon entering the potable water supply would render it a danger to the health or life of the consumer.

Cross Connection-

Any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other which contains water or any substance of unknown or questionable quality whereby there may be flow from one system to the other.

Double Check Valve Assembly-

A device consisting of two internally loaded soft seated check valves with positive shut-off valves on both upstream and downstream ends, and properly located test ports.

Dual Check Valve-

A device consisting of two internally loaded soft seated check valves. This device does not contain test ports and is acceptable for use only at the meter of residential customers and only in applications where the Water District is assured that only non-contaminating

substances are subject to backflow into the potable water supply system.

Free Water Surface-

A water surface at atmospheric pressure.

Flood Level Rim-

The edge of the receptacle from which water overflows.

Frost Proof Closet-

A hopper with no water in the bowl and with the trap and water supply control valve located below frost line.

General Manager-

The General Manager of Water District No. 1 of Johnson County, Kansas, and any officer or employee of the District delegated by the General Manager to perform his or her functions as provided in this Rule XII.

KDHE-

The Kansas Department of Health & Environment.

Plumbing-

The practice, materials and fixtures used in the installation, maintenance, extension and alteration of all piping fixtures, appliances, and appurtenances.

Pollution-

The presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely affect the water.

Reduced Pressure Zone Backflow Preventer-

An assembly of two independently acting soft seated approved check valves together with a hydraulically operating mechanically independent differential pressure relief valve located between the check valves and at the same time below the first check valve. The unit shall contain properly located test cocks and resilient seated shut-off valves at each end of the assembly. To be approved these assemblies must be accessible for inspection and testing and be installed in an above ground location where no part of the assembly will be submerged.

Tester-

A trained technician certified in the testing and repair of backflow preventers.

Vacuum-

Any absolute pressure less than that exerted by the atmosphere.

Vacuum Breaker-

A device that permits entrance of air into the water supply distribution line to prevent backsiphonage.

Water, Potable-

Water free from impurities in amounts sufficient to cause disease or harmful physiological effects. Its quality shall conform to Kansas Department of Health & Environment requirements for public water supplies.

Water, Non-Potable-

Water that is not safe for human consumption or water that is of questionable potability.

3. **PRIVATE, AUXILIARY, OR EMERGENCY WATER SUPPLIES PROHIBITION:**

No person, company, corporation, or institution shall establish or permit to be established, or maintain or permit to be maintained, any unprotected cross connection and/or other condition which might lead to the pollution or contamination of the public

water supply of the Water District. Any plumbing connections for the withdrawal from or replenishment of private, auxiliary, or emergency water supplies and the method of connection and the use of such supplies shall be approved by the General Manager of the Water District and by the Kansas Department of Health and Environment. See Section 2, Definitions: Contaminant, Cross Connection, Pollution, and K.S.A. 65-163a. Private, auxiliary, or emergency water supplies shall be defined for this Rule as any lake, river, pond, stream, spring, well, tank, cistern, reservoir, tank truck, or other water containing device and related piping and delivery system for the purpose of supplying water to the customer's premises or equipment.

4. CROSS CONNECTION PROHIBITIONS:

Cross Connections between the Water District's public water supply system and other systems or equipment containing water or other substances known to be a pollutant or contaminant or of unknown or questionable safety are prohibited except when and where, as approved by the Water District, suitable protective devices to prevent backflow or backsiphonage are installed, tested, and maintained to assure safe, proper operation on a continuing basis.

5. APPROVAL OF PROTECTIVE DEVICES:

Any device installed for the prevention of backflow or backsiphonage shall have been certified by a recognized testing laboratory acceptable to the Water District. The type of device, its location within the plumbing system, and its details of installation shall be approved by the Water District. If, in the judgment of the General Manager or his authorized representative, a backflow prevention device is needed at a certain site, he shall give notice to the customer to immediately, or within a reasonable time, install such device. The installation of the device shall be at the expense of the customer.

6. MAINTENANCE REQUIREMENTS:

It shall be the duty and responsibility of each, every and all water customers, whether they be owners, lessees, or occupants of any property served by the Water District that have cross connections on such property to maintain all backflow and backsiphonage prevention devices in functional working condition and to make no piping or other arrangement to bypass any device. Backflow prevention devices shall not be bypassed, made inoperative, removed, or otherwise made ineffective without the specific written authorization of the Water District.

A. Testing Intervals:

Testing intervals shall not exceed one (1) year and overhauls shall not exceed five (5) years.

7. APPROVAL OF PLUMBING PLANS:

Plans for new or altered plumbing installation shall be submitted to the Water District for its review and approval prior to construction. The review is to determine the degree of hazard to the potable water supply and the method of protection to be required. Arrangements shall be made for the Water District's inspection of the backflow prevention system during construction and for a test, if necessary, at completion of construction.

8. CUSTOMER NOTIFICATION AND INSPECTION:

A. Customer Notification:

Each customer whose premises are known to have actual or potential cross connections in their plumbing system shall be notified by the Water District that an inspection is due. The inspection shall take place within thirty (30) days of the notification date. The inspection shall be performed by Water District personnel,

its authorized agents, or by the customer's agent approved by the Water District.

The inspection procedure shall include, but not be limited to, the following:

- (1) Review of known cross connections for proper prevention of backflow.
- (2) Identify new cross connections on the premises since the previous inspection.
- (3) Test backflow prevention device(s) for proper functional service and repair if necessary.
- (4) Authorize modification in the plumbing system to comply with these rules and regulations.
- (5) Bring all records concerning the backflow prevention on the premises to current status.

B. Bill of Reasonable Charge:

The customer may be billed a reasonable charge for services rendered by the Water District based on a schedule of fees established and maintained current by the Water District. The amount shall not exceed the actual cost of the Water District's labor, material, and overheads.

9. INSPECTORS AND TESTERS:

A. Customer's Inspector or Tester:

Inspections and testing of backflow prevention devices on customer's premises may be performed by contractors hired by the customer or by the customer's staff.

Inspectors and testers must be approved by the Water District.

B. Water District's Inspector or Tester:

Inspections and testing of backflow prevention devices on customer's premises may be performed by Water District personnel if deemed necessary by the Water

District.

10. RECORDS OF INSPECTION, TEST, AND REPAIRS:

A permanent record of all backflow prevention devices, installation date, inspection date, inspector name, condition of the device, repairs made, name of repair technician and date of repairs will be maintained by the Water District. In addition to this record, a tag containing the above data shall be attached to each backflow preventer.

11. CERTIFICATION AND APPROVAL OF TECHNICIANS:

Persons performing inspections and tests and repairs of backflow prevention devices and persons conducting surveys and investigations of property or properties served by the Water District shall be certified and the certification shall be pre-approved by the Water District.

A. Approved Training Courses:

The certification of individual technicians shall be by one or more of the following training courses approved by the Kansas Department of Health and Environment:

- (1). American Backflow Prevention Association
- (2). Missouri Department of Natural Resources
- (3). Kansas Department of Health & Environment
- (4). Kansas Environmental Training System
- (5). Certain professional trade or labor organizations with the following conditions:
 - (a). The person shall be approved for work only on the plumbing system pertaining to the training provided by the trade or labor

organization.

- (b). Pre-approval of training and certification credentials shall be obtained from the Water District.

B. Water District Approval and Roster of Certified Individuals:

The Water District will keep a list of approved certified individuals. The approval by the Water District shall be for a period not to exceed three (3) years or until their certification expires, whichever occurs first. The Water District may rescind its approval of any individual for reasonable cause.

12. INSPECTIONS:

The General Manager of the Water District shall have authority and may at any time cause surveys and investigations to be made of any property or properties served by the District's public water supply where cross connections with private, auxiliary or emergency water supplies are known to exist or where such supplies are likely to exist. The General Manager shall also cause surveys and investigations to be made of all properties where cross connected piping installations are likely to exist that may result in the pollution or contamination of the water supply of the Water District. Such surveys and investigations, including testing or observation and monitoring the testing of backflow and backsiphonage prevention devices by certified technicians for proper functional working conditions, shall be made a matter of Water District record, and shall be repeated as often as the General Manager shall deem necessary or advisable.

13. RESPONSIBILITY OF CUSTOMER:

It shall be the responsibility of each, every, and all water customers, whether they be owners, lessees, or occupants of any property served by the Water District, who have any private, auxiliary or emergency water supply used or useful on such property or any cross

connections between the Water District's public water supply system and other systems containing water or other substance known to be a pollutant or contaminant or of unknown or questionable safety, to furnish the Water District all information as to such private, auxiliary or emergency water supply. The failure or refusal of any water customer to give and furnish such information shall within the discretion of the General Manager be deemed sufficient cause to assume the presence of improper connections as hereinbefore stated in this Rule.

14. RESPONSIBILITY OF THE WATER DISTRICT:

A. General Manager's Responsibility:

The General Manager of the Water District shall be responsible for effectively conducting the cross connection and backflow prevention program of the Water District.

B. Design of Potable Water Supply: The Water District's potable water supply system shall be designed, installed and maintained in such a manner as to prevent contamination from non-potable sources through cross connections or any piping connection to the system.

15. DISCONTINUANCE OF SERVICE:

The General Manager of the Water District is authorized and directed to discontinue, at his own discretion, with or without notice, the water service to any property whereon any connection or defective or unsuitable backflow prevention device in violation of the provisions of this Rule is known to exist, and to take such other precautionary measures as he may deem necessary or advisable to eliminate any danger of pollution or contamination of the District's public water supply. Water service to such property shall

not be restored until such connection or connections or defective or unsuitable device or devices shall have been eliminated or corrected, in compliance with the provisions of this Rule. Your attention is called to Sections 65-163, 163a, and 171g, Kansas Statutes Annotated, and amendments thereto. (Also see Rule XV)

16. INTERCONNECTIONS:

A. Public Water Supplies:

Interconnections between two or more public water supplies shall be permitted only with the approval of the Kansas Department of Health & Environment (K.S.A. 65- 163, as amended).

B. Individual Water Supplies:

Connections between a private water supply and the public potable water are prohibited (K.S.A. 65-163, as amended).

C. Connections to Boilers:

Potable water connections to boiler feed water systems in which boiler water conditioning chemicals are or can be introduced shall be made through an air gap or through a reduced pressure zone principle backflow preventer located in the potable water line before the point where such chemicals may be introduced.

D. Connections to Lawn Irrigation Systems:

There is no Rule or Regulation adopted by the Water District requiring backflow prevention devices for lawn irrigation systems which are not used for applications of fertilizers, pesticides or other chemicals. However, state law (K.S.A. 1995 Supp. 65-171 y) does require at least a low-hazard double check valve on lawn irrigation systems that are installed, renovated, replaced or extended on or after July 1, 1994, and further provides that any such valve must be installed in such a

manner as to be easily accessible for inspection. The Water District encourages compliance with that state law, but will no longer require initial or annual testing on the backflow prevention device on lawn irrigation systems whether installed before or after July 1, 1994.

Reduced Pressure Zone Backflow Preventers are required by this Rule on lawn irrigation systems which are used for the application of fertilizer, pesticides or other chemicals, and are subject to inspection and testing as provided in Section 6, 7 and 8 of this Rule.

E. Prohibited Connections:

Connections to the public potable water supply system for the following is prohibited unless properly protected by the appropriate backflow prevention device.

- (1) Bidets
- (2) Operating, dissecting, embalming, and mortuary tables or similar equipment- in such installations the hose used for water supply shall terminate at least twelve (12) inches away from every point of the table or attachments.
- (3) Pumps for non-potable substance. Priming only through an air gap.
- (4) Building drains, sewers, or vent systems.
- (5) Commercial buildings or industrial plants manufacturing or otherwise using polluting or contaminating substances.
- (6) Any fixture of similar hazard.

F. Refrigeration Unit Condensers and Cooling Jackets:

Except when potable water provided for a refrigeration condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved backflow preventer.

G. Heat Exchangers:

Heat exchangers used to heat water for potable use shall be of the double wall type.

H. Protective Devices Required:

The type of protective device required under these rules and regulations shall be determined by the degree of hazards which exist as follows:

- (1) Premises having auxiliary water supply shall protect the public system by either an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (2) Premises having water or substances which would be non-hazardous to the health and the well-being of the consumers shall protect the public system with no less than an approved double check valve assembly.
- (3) Premises where material which is dangerous to health is handled in a manner which creates an actual or potential hazard shall protect the public system by an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (4) Premises where cross connections are uncontrolled shall protect the public water supply by installing an approved air gap or an approved reduced pressure principle backflow prevention device at the service connection.
- (5) Premises where because of security requirements or other prohibitions it is impossible to complete an in-plant cross connection inspection, the public

system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

Premises which may fall into one or more of the categories mentioned in Section 16, Subsection H, Paragraphs 1-5 of this Rule, may be, but are not limited to, the following:

- (a). Beverage bottling plant.
- (b). Buildings- Hotels, apartments, public or private buildings, or other structures having actual or potential cross connections.
- (c). Car wash facilities.
- (d). Chemical manufacturing, handling, or processing plant.
- (e). Chemically contaminated water.
- (f). Dairies and cold storage facilities.
- (g). Film or photography processing lab.
- (h). Fire systems.
- (i). Hospitals, medical centers, morgues, mortuaries, autopsy facilities, clinics, or nursing and convalescent homes.
- (j). Laundries.
- (k). Metal cleaning, processing, or fabricating plants.
- (l). Oil and gas production, storage, or transmission facilities.
- (m). Packing or food processing plants.
- (n). Paper and paper products plants.
- (o). Power plants.
- (p). Radioactive materials plants or handling facilities.
- (q). Restricted or classified facilities.

- (r). Rubber plants.
- (s). Sand, gravel, or asphalt plants.
- (t). Schools or colleges.
- (u). Sewage and storm drainage facilities and reclaimed water systems.
- (v). Solar heating systems.
- (w). Temporary service-fire hydrants, air valves, blow-offs and other outlets.
- (x). Water front marinas.

17. INSTALLATIONS:

Approved devices shall be installed at all fixtures and equipment where backflow or backsiphonage may occur and where a minimum air gap between the potable water outlet and the fixture or equipment flood-level rim cannot be maintained. Backflow and backsiphonage devices of all types shall be in an accessible location. Installation in pits or other location not properly drained shall be prohibited, except that dual check valves may be installed in the meter box.

A. Connections NOT Subject to Backpressure:

Where a water connection is not subject to backpressure, a vacuum breaker shall be installed on the discharge side of the last valve on the line serving the fixture or equipment. A list of some conditions requiring protective devices of this kind are given in the following table titled CROSS CONNECTIONS WHERE PROTECTIVE DEVICES ARE REQUIRED.

Cross Connections where Protective Devices are Required
and Critical Level (C-L) Settings for Vacuum Breakers

<u>Fixtures or Equipment</u>	<u>Method of Installation</u>
Aspirators & Ejectors	C-L at least 6 inches above flood level of receptacle served.
Dental Unit	On models without built in vacuum breakers C-L at least 6 inches above flood level rim of bowl.
Commercial dish washing machines	C-L at least 6 inches above flood level of machine. Installed on both the hot and cold water supply lines.
Garbage can cleaning machines	C-L at least 6 inches above flood level of machine. Installed on both the hot and cold water supply lines.
Hose outlets	C-L at least 6 inches above highest point on hose line.
Commercial laundry machines	C-L at least 6 inches above flood level of machine. Installed on both the hot and cold supply lines.
Steam tables	C-L at least 6 inches above flood level rim.
Tanks and vats	C-L at least 6 inches above flood level rim or line.
Trough urinals	C-L at least 30 inches above perforated flush pipe.
Flush tanks	Equipment with approved ball cock, installed according to manufacturer's instructions.
Hose bibbs	C-L at least 6 inches above flood level of receptacle served.

B. Connections Subject to Backpressure:

Where a potable water line is made to a line, fixture, tank, vat, pump, or other

equipment with a hazard of backflow or backsiphonage where the water connection is subject to backpressure and an air gap cannot be installed, the General Manager may require the use of an approved reduced pressure principle backflow preventer. A partial list of such connections is shown in the following table titled PARTIAL LIST OF CROSS CONNECTIONS SUBJECT TO BACKPRESSURE.

Partial List of Cross Connections Subject to Backpressure:

Chemical lines	Pumps
Dock water outlets	Steam lines
Individual water supplies	Swimming pools
Industrial process water lines	Pressure tanks
Tanks & vats - bottom inlets	Hose bibbs

C. Barometric Loop:

Water connections where an actual or potential backsiphonage hazard exists may in lieu of devices specified above be provided with a barometric loop. Barometric loops shall precede the point of connection.

D. Dual Check Valves:

Dual check valves may be installed at the meter. These valves shall be inspected and repaired not less frequent than every three (3) years. These valves shall be installed only in situations where the General Manager is assured that only non-contaminating substances are subject to backflow into the potable water system.

E. Vacuum Breakers:

Atmospheric vacuum breakers shall be installed with the critical level at least six (6) inches above the flood rim of the fixture they serve and on the discharge side of the last control valve to the fixture. No shut off valve or faucet shall be installed beyond the atmospheric vacuum breaker. Pressure vacuum breakers shall be installed with the critical level at least twelve (12) inches above the flood

rim but may have control valves downstream from the vacuum breaker. For closed equipment or vessels such as pressure sterilizers the top of the vessel shall be considered the flood level rim and a check valve shall be installed on the discharge side of the pressure vacuum breaker.

RULE XIII**COMPLAINTS**1. **INVESTIGATIONS:**

Upon complaint to the Water District by customers, either at its office or in writing, the management shall make or cause to be made prompt and complete investigation and it shall keep a complete record of all substantial complaints which shall show the name and address of the complainant, the date and nature of the complaint or complaints and the adjustment or disposition thereof.

2. **APPEAL PROCEDURE:**

Disposition by the Water District Management of customer complaints and the interpretation or application of any of the Rules and Regulations herein shall be final unless appealed to the Water District Board as provided in Rule XVI. Customer objection to any of the Rules and Regulations may be appealed to the Water District Board as provided in Rule XVI.

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RULE XIV**DISCONTINUANCE OF SERVICE BY THE CUSTOMER:**1. **NOTICE:**

Prompt notice must be given the Water District when the premises are to be vacated or there is a change of owner, occupancy or agent. The customer may have service discontinued by giving at least twenty-four (24) hours notice to the Water District during its Business Hours. Final bills for service shall become due and payable upon receipt.

Any attempt to avoid the payment of the monthly service charge, or affect the AWC, by falsely claiming an account is being discontinued because of a change in ownership is a violation of the Rules & Regulations and subjects the account to discontinuance, or a refusal to serve. In the event a single service address has separate account(s) designed for seasonal purposes, the seasonal account(s) can not be discontinued and a final bill rendered unless all accounts at that service address are discontinued. Also, seasonal accounts with unique service addresses cannot be issued a final bill unless there is a change in ownership of the property. However, customers with seasonal accounts can request a temporary discontinuance as defined below.

2. **TEMPORARY DISCONTINUANCE OF WATER SERVICE:**

A customer may request temporary discontinuance of water service.

3. **STANDBY SERVICE CHARGE**

If a customer requests temporary discontinuance of water service at a permanent connection, a Standby Service Charge will be incurred monthly during the period of non-use and such charge will be prorated for partial months of non-use. Such Standby Service Charge shall consist of the appropriate monthly service charge based upon the customer's classification. (See provision in Rule VII, paragraph 3.)

4. CHARGE FOR TEMPORARY DISCONTINUANCE AND RESTORATION OF SERVICE:

If a customer requests temporary discontinuance of the water service Field Trip and Reconnection Trip Charges will be assessed in accordance with Rule V, Section 5, Subsections D.

RULE XV**SUSPENSIONS, DISCONTINUANCE AND REFUSAL TO SERVE**1. **DISCONTINUE OR SUSPEND WATER SERVICE:**

The Water District may refuse to serve an applicant or, after due notice has been given, discontinue or suspend water service to a customer under the following conditions and circumstances:

- If the applicant or customer has knowingly failed to comply with the Rules and Regulations of the Water District in force and effect.
- If the intended use of the service is of such a nature that it will adversely affect the normal service to any existing customer.
- If in the best judgment of the Management of the Water District the applicant's or customer's installation for utilizing the service is hazardous or of such a nature that satisfactory service cannot be rendered.
- If the service connection installation has not been approved by the Water District.
- If the applicant or customer has not made the required security deposit.
- If any amount is due the Water District for water service, maintenance or job work of any nature at any location.
- If any amount is due the Water District for any charge, cost or other obligation transferred to another account pursuant to Rule V, Section 5, Subsection G.

A. **References:** This Rule is applicable to the following other Rules, but application is not limited thereto:

Rule III, Section 3, CONSERVATION OF WATER

Rule III, Section 4, EMERGENCY WATER SHORTAGES

Rule IV, Section 7, METER READING NECESSARY

Rule V, Subsection 3, ESTIMATED BILLS

Rule V, Section 5, PARTIAL PAYMENT, DELAYED PAYMENT
CHARGE, COLLECTION CHARGE AND
DISCONTINUANCE OF SERVICE

Rule VI, Section 4, REFUSAL OF APPLICATION DUE TO
OUTSTANDING OBLIGATIONS- Occasional or Temporary
Water Use

Rule VIII, Section 10, TRANSFER OF DELINQUENT CHARGES -
Domestic and Private Fire Service Connections and Taps

Rule VIII, Section 8, PAYMENT FOR WATER LOST ON SERVICE
LINE LEAKS- Domestic and Private Fire Service Connections
and Taps

Rule X, Section 6, TRANSFER OF DELINQUENT CHARGES -
Extension of Water Mains

Rule XII, Section 15, DISCONTINUANCE OF SERVICE - Cross
Connections and Backflow Prevention

Rule XV, Section 2, APPARENT OR OBVIOUS UNATTENDED
LEAKS

Rule XV, Section 3, UNAUTHORIZED WATER USE

Rule XV, Section 4, THEFT OF WATER

2. APPARENT OR OBVIOUS UNATTENDED LEAKS:

Whenever any Water District employee shall find indication through inspection, consumption record comparisons or otherwise, that water is flowing through metered service to a premise at such a rate as might be or obviously is causing substantial waste, loss or damage to the premises, or any other form of unintended consumption by the customer, and there is apparently and presently no occupant or other person with

authority to enter the premises to investigate or remedy the apparent or obvious leak, the Water District may but is not obligated to shut off service to the premises. If a Water District employee or agent discovering the condition determines that the leak is obvious, the water service may be shut off immediately and thereupon a written notice of the leak shall be posted upon the main or front door of the premises which will include notification that water service has been temporarily suspended to avoid further loss, damage or unintended consumption due to an unattended leak and that service will be resumed promptly upon request. If no occupant or other person with authority to enter the premises can be found after discovery of an apparent leak, the Water District may cause a written notice of an apparent leak to be posted upon the main or front door of the premise which will include notification that the water service will be shut off within 24 hours of posting if an occupant or other person with authority to enter the premises does not notify the Water District office not to suspend service. Without such notification within 24 hours, the Water District may then suspend service by simultaneously posting a second replacement notice upon the same front or main door of the premises that water has been temporarily suspended to avoid further loss, damage or unintended consumption due to a possible unattended leak and that service will be resumed promptly upon request. Nothing herein shall impose the duty or obligation upon the Water District to suspend service regardless of the existence of an obvious or apparent leak. Neither shall the Water District be liable for any damage or loss sustained by any customer or other person for either failure to suspend service or for suspension of service, regardless of whether a leak did or did not actually exist.

If a leak develops on the Customer Service Line after the Curb Stop and before the Water Meter the District may, after notice of the leak has been given, make an estimate of and bill for the lost unmetered water. After giving the customer 3 days notice of its intention,

the District may discontinue service if a repair has not been made. In instances where the leak is posing a health risk or causing property damage, the District may discontinue service immediately.

3. UNAUTHORIZED WATER USE:

The Water District may discontinue service immediately without benefit of notice if any employee discovers any use of water which is bypassing the appropriate metering device or will otherwise escape the application of the applicable rates of charge for its use to the appropriate account.

4. THEFT OF WATER:

No person or company shall have the right to connect to the Water District's water mains, service connections or fire hydrants nor turn the water on or off from any premise or pipe line without the express written consent of the Water District. Attention is called to Sections 19-2621 and 2622 of the Kansas Statutes Annotated making this a criminal offense. The Water District to protect itself against an increase in its operating expense or loss of revenue through theft of water by customers may discontinue service at once upon discovery of such conditions and in addition physically sever the service if deemed necessary. Any arrangement of pipe or tampering with the meter which will allow the passage of water to the premises of the customer without registering the amount of such flow on the meter and which condition reasonably evident may be regarded as theft of water. Before restoring service to the offender, the Water District may require reasonable safeguards against a recurrence of the offense and may collect payment sufficient to cover actual or reasonably estimated lost revenue plus the expense incurred by the Water District in having the conditions corrected. The amounts involved shall be determined by estimates on the basis of records and evidence disclosed.

5. METHODS:

Normally, discontinuance of water service will be by turning off the curb stop or by removing the meter. In those instances wherein the water service to a customer has been discontinued for violation of the Water District's Rules and Regulations and the customer has restored service without permission, the Water District may disconnect the service connection.

6. REFUSAL TO RESTORE SERVICE:

When water service has been discontinued by any method because of default in payment of charges due the District or violation of a Rule or Regulation by the customer the Water District shall not restore service until the reason for the default or violation has been corrected.

7. CHARGES FOR RESTORATION OF SERVICE:

When the default or violation has been corrected, the Water District shall restore water service. If it is necessary to reconnect a Service Connection, the customer shall pay any cost incurred for the disconnection and the subsequent reconnection. In addition, the customer must pay Field Trip and Reconnection Trip Charges in accordance to Rule V, Section 5, Subsection D.

8. RIGHT OF APPEAL:

When an applicant or customer is refused service or upon termination of service under any provisions of these Rules and Regulations, the Water District Management shall notify such applicant or customer promptly in writing of the reason for the refusal to serve, citing the Rules and Regulations violated or for which there has been non-compliance, such notice to be mailed to the applicant's or customer's last known mailing address. Such notice shall also inform the applicant or customer of the right to appeal to the Water District Board of the Management's decision to refuse service pursuant to the

appeal procedure as set out in Rule XVI, Section 1.

9. SETOFF:

The District may offset any funds owed to a Customer or Petitioner by applying those proceeds to reduce or eliminate any delinquent charges of that same Customer or Petitioner.

RULE XVI

APPEAL PROCEDURE

1. **GENERAL APPEAL PROCEDURE:**

Disposition by the Water District Management of customer complaints, rulings on hearings, the interpretation or application of any of the Rules and Regulations herein, or customer objection to any of the Rules and Regulations may be appealed and presented to the Water District Board by stating such objection in writing and mailing or delivering same to the General Manager of the Water District at the Principal Office of the Water District. Except for objections to the provisions of any Rule or Regulation, or the interpretation or administration of such Rule and Regulation, an appeal from the disposition of a customer complaint or ruling on a management hearing shall be mailed or delivered to the General Manager within sixty (60) days of the management's disposition of such complaint or ruling on a management hearing. Upon receipt of such written notice of appeal, the General Manager shall schedule the hearing of such appeal before the Water District Board no later than the next regular meeting of the Water District Board occurring after the expiration of ten (10) days from the receipt of such written appeal. The General Manager shall send written notification of the hearing date of the appeal by mail to the customer's or applicant's last known address at least five (5) days prior to such hearing date. At the hearing the customer or applicant may appear in person or by agent or counsel, and may present witnesses or other evidence to support the complaint. The Management may also present a response and evidence thereon at the conclusion of the customer or applicant's presentation and evidence. The decision of the Board shall be by majority vote and rendered at the conclusion of the hearing or within ten (10) days, and any delayed decision shall be in writing and mailed to the customer or

applicant within ten (10) days of the conclusion of the hearing to the customer's or applicant's last known address. However, nothing herein shall preclude the Water District Board from changing or modifying its decision at anytime with respect to changes in the Rules and Regulations for the interpretation or administration of the Rules and Regulations. Pending the hearing and disposition of any appeal timely filed, no discontinuance of water service and no delinquency charge shall be imposed upon the appealing customer or applicant until final decision of the appeal by the Water District Board.

2. APPEAL PROCEDURE - CONSERVATION AND EMERGENCY WATER SHORTAGE RULES:

Any customer, or any governing body of a distribution area being furnished wholesale water by the District may appeal the substance, form, classification or enforcement of Rule III, paragraph number 3 (CONSERVATION OF WATER) or Rule III, paragraph number 4 (EMERGENCY WATER SHORTAGE) by delivering a written Notice of Appeal to the Office of the General Manager of the Water District at the principal office of the Water District. Upon receipt of such written notice of appeal, the General Manager or the person in charge of the District office at that time shall schedule the hearing of such appeals before a member (or members) of the Water District Board no later than 8:00 p.m. of the following day, unless the customer appealing or his designee delivering the written objection to the District Office consents to such later hearing. The person delivering such objection shall then be immediately notified of the time and place for the hearing. At the hearing the customer or other appellant may appear in person or by Agent or Counsel, and may present witnesses or other evidence to support the complaint. The Board shall furnish a Certified Shorthand Reporter to record the

proceedings. The Management may also present a response and evidence thereon at the conclusion of the customer's or other appellant's presentation and evidence. The decision of the Board Member shall be rendered at the conclusion of the hearing. Such ruling shall be controlling and subject to enforcement as herein provided until and unless the ruling is reversed by the Water District Board at a duly convened Regular or Special Meeting after consideration of the record. Such review by the Water District Board may be obtained within one (1) week of the original hearing by written request for such review filed by the customer or other appellant in the same manner as the original notice of appeal. However, nothing herein shall preclude the Water District Board from changing or modifying the effect of its decision at any time by adopting Amendments to the aforementioned Emergency Rules and Regulations. Pending the hearing and disposition of any appeal, the discontinuation of water service may be imposed by the Water District Management consistent with its good faith interpretation of the provisions of paragraph number 3 and number 4 of Rule III.

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RULE XVII**PUBLIC RECORDS**1. **POLICY STATEMENT:**

It is the policy of the Water District Board that except as otherwise provided in these Rules and Regulations and subject to the restrictions imposed by the Kansas Open Records Act (K.S.A. 45-215, et seq. and amendments thereto) all public records of Water District No. 1 of Johnson County shall be open for inspection by any person as provided by said Act.

2. **AVAILABILITY:**

Records may be inspected at the Principal Office of the District during regular Business Hours as defined in Rule II. No inspection will be originated at any other office or facility of the District. The protection of public records from loss, damage or disorganization, and the prevention of disruption of the District's functions shall be paramount.

The custodians may refuse to provide access to or to permit inspection of a public record if a request places an unreasonable burden or an unreasonable risk of loss or damage to the record or an unreasonable risk of disruption of the record keeping system.

3. **DESIGNATION OF FREEDOM OF INFORMATION OFFICER:**

The Director of Legal and Audit is appointed as Freedom of Information Officer. Such Officer or Officer's designee shall prepare and provide educational materials and information concerning public records and assist and respond to inquiries relating to public records. The Freedom of Information Officer may designate and appoint such deputy officers as deemed necessary or expedient. Each deputy officer shall have such duties and powers as delegated by the Freedom of Information Officer, but such delegation shall be consistent with the objectives, duties and powers as provided in the

Kansas Open Records Act (K.S.A. 45-215, et seq. and amendments thereto) and this Rule.

4. DESIGNATION OF OFFICIAL RECORDS CUSTODIAN:

The Deputy General Counsel is appointed as Official Records Custodian of all District records and shall receive, process and coordinate all requests for access to public records, as directed by the Freedom of Information Officer. The Official Records Custodian shall also display and distribute an informative brochure to be available in one or more locations of the Principal Office of the District. Actions of the Official Records Custodian shall be consistent with the objectives duties and powers as provided in the Kansas Open Records Act (K.S.A. 45-215, et seq. and amendments thereto) and this Rule.

5. FACILITIES FOR INSPECTION:

Suitable facilities at the Principal Office of the District shall be provided for the use of any person desiring to inspect or copy an open public record. Requesters of records at other facilities of the District shall be referred to the District's Principal Office. Records maintained at other facilities only shall be copied and transmitted to the Principal Office in response to requests. Records that cannot be copied as a practical matter may be transmitted to the Principal Office for inspection, or, at the discretion of the Freedom of Information Officer and/or Official Records Custodian, the requester may be referred to the facility where the record is maintained or is presently located to conduct such inspection. No such referral will be made without prior application and processing at the Principal Office of the District.

6. PROCEDURE FOR ACCESS:

The following procedures shall be applied by the Freedom of Information Officer and

Official Records Custodian with respect to each record and request for inspection or copying.

- A. The Freedom of Information Officer and Official Records Custodian shall provide full access and assistance in a timely and efficient manner to persons who request access to open public records consistent with the duties and procedures established by the Kansas Open Records Act.
- B. The Freedom of Information Officer and Official Records Custodian shall adopt and apply such further procedures as will ensure the protection and preservation of public records with respect to the manner in which such records are inspected and copied.
- C. All persons requesting inspection or copying of open public records must make such request in writing and include their names, addresses and a reasonable description of the record they desire to inspect or copy. The Official Records Custodian shall provide a form for the requester's convenience. Requests by corporations or other entities which are not individual persons shall designate the name and capacity of the officer, employee, partner or other agent of such entity and shall be signed by such requesting representative.
- D. The Freedom of Information Officer and Official Records Custodian shall take such necessary measures as are required to provide full public access without disruption to the essential functions of the District's office, procedures, officers, and employees.
- E. All inspections and copying of open public records shall be performed by or under the supervision of the Freedom of Information Officer or Official Records Custodian or their designee.

- F. Reasonable identification of any person or representative requesting a record may be required by the Freedom of Information Officer and Official Records Custodian.
- G. The Freedom of Information Officer shall prescribe reasonable fees for providing access or furnishing copies of public records which do not exceed the actual cost, including the cost of staff time required to make the information available. The Freedom of Information Officer or Official Records Custodian may exercise personal discretion to reduce or waive any fee when such is in the public interest or for the convenience or best interest of the District. Fees may be collected at the time the application is made.
- H. Copies of open public records requested by mail or telephone shall not be allowed except where a request by mail contains all of the information and signature as required on a request form and there is no fee charged for such requested copy or the fee is waived. Where a mailed request is otherwise adequate but a fee is to be charged for furnishing the requested record, the responding Official Records Custodian shall furnish the requester the appropriate request form by mail and shall designate on the request form the fee to be charged for furnishing the record copy. The requester shall then re-submit the filled out and signed request form together with the designated fee. Upon receipt of the request form and payment of the fee, the responding custodian will then process the request. The Freedom of Information Officer or Official Records Custodian may designate particular documents that will not be copied and furnished upon mailed request but will be furnished only upon request in person.
- I. Each request for access shall be acted upon as soon as possible, but not later than

the end of the third business day following the date of the writing request. If access cannot be granted within three (3) working days, the requester will be given a day, time and place that the record will be made available.

- J. A copy of this Rule and Regulation, as well as any other inspection and copying procedure promulgated by the Freedom of Information Officer, shall be made available to the public at the facility provided for the processing of requests.
- K. Mechanical reproduction of a record shall not be undertaken when, in the judgment of the Freedom of Information Officer or Official Records Custodian, said means of reproducing the subject record is likely to cause damage to such record.
- L. If the record refers to an identifiable individual, the Freedom of Information Officer or Official Records Custodian shall delete the identifying portions of the record, including such information that would lead to identification or otherwise permit ascertainment of identification, and make available the remaining portions which are subject to disclosure.
- M. The Freedom of Information Officer or Official Records Custodian shall not disclose any records or information not required to be disclosed as provided in K.S.A. 45-221. The Freedom of Information Officer and Official Records Custodian shall be particularly attentive to prevent disclosures of the subject matter of subsection 12 relating to the security information on District facilities and to subsection 26 relating to lists of identifiable residential customers. Pursuant to an Intergovernmental Agreement approved by the Water District Board certain customer data related to residential customers may be provided to any public entity operating a wastewater treatment utility for the purpose of

billing its customers for wastewater service based upon water usage.

7. DENIAL OF REQUESTS:

The Freedom of Information Officer or Official Records Custodian shall deny requests for inspection and copying where the requested record is not required to be disclosed by the Kansas Open Records Act. To the extent that a portion of the requested record is not subject to disclosure under the Kansas Open Records Act, such portion shall be deleted by the Freedom of Information Officer or Official Records Custodian and the remaining portions will be disclosed to the requester. The Freedom of Information Officer or Official Records Custodian may also deny requests where disclosure would create an unreasonable burden upon the District or where the request was made with the intent to disrupt the functions or procedures of the District or its employees' performances. Denials of disclosure shall be in writing delivered to the requester. The Freedom of Information Officer or Official Records Custodian will also document for the District records, which shall also be available to the requester, the specific provision of the Kansas Open Records Act that authorizes the denial and the basis for a conclusion that the request was made with the intent to disrupt, including the number and dates of repeated requests and designation of the essential functions that would have been disrupted. Denials shall be furnished to the requester not later than the end of the third business day following submission of the request.

RULE XVIII
FEE SCHEDULE

1. RULE VI - OCCASIONAL OR TEMPORARY WATER USE:

	Effective July 14, 2010	Effective January 1, 2021
Hydrant Meter Security Deposit for 1-inch meter	\$500	\$500
Hydrant Meter Security Deposit for 3-inch meter	\$1500	\$1500
Hydrant Meter Security Deposit for 3-inch meter with backflow preventer		\$4,000
Failure to report monthly meter reading	\$100 per month	\$100 per month

2. RULE VII - WATER RATES (RETAIL)A. Retail Service Charges

The rates below are effective as of the date indicated in the tables below. As described in Rule VII, Single-Family Residential (R1) Accounts are billed bi-monthly and all other retail accounts are billed monthly. The service charge does not include water use.

BI-MONTHLY SERVICE CHARGES

Meter Size	Effective January 1, 2021	Effective January 1, 2022
<u>Single Family Residential (R1) Accounts</u>		
5/8"	\$23.80	\$24.70
3/4"	31.30	32.40
1"	46.60	48.20
1 1/2"	86.50	89.40
2"	129.40	133.80
3"	312.70	323.40
4"	491.50	508.20

MONTHLY SERVICE CHARGES

Meter Size	Effective January 1, 2021	Effective January 1, 2022
<u>Small Commercial (C1) & Multi Family (M1) Accounts</u>		
5/8"	\$14.80	\$15.30
3/4"	18.50	19.20
1"	26.20	27.10
<u>Large Commercial (C2) & Multi Family (M1) Accounts</u>		
1 1/2"	46.10	\$47.70
2"	67.60	69.90
3"	159.20	164.60
4"	248.60	257.10
6"	526.50	544.40
<u>Temporary Commercial (C3) Accounts</u>		
(All Sizes)	94.30	94.30

B. Retail Commodity Water Rates - All Retail Classes

The rates below are effective as of the date indicated in the tables below. Rates are for all retail customer classes: R1, M1, C1, C2, and C3. Volume Rates are based on a Peak Management Rate structure.

VOLUME CHARGE PER 1,000 GALLONS

	Effective January 1, 2021	Effective January 1, 2022
<u>Block 1:</u> Consumption 0% through 125% of AWC Used	\$4.36	\$4.34
<u>Block 2:</u> Consumption in excess of 125% of AWC Used	\$5.80	\$6.51

3. RULE VII - WATER RATES (WHOLESALE)

The Wholesale Monthly Service Charge and Volume Charge per 1,000 gallons are specified in the customer's wholesale agreement.

4. RULE XI - SYSTEM DEVELOPMENT CHARGE:

The meter sizes listed in the schedule are not intended to be all inclusive. Retail System Development Charges for meters not listed in the schedule will be determined based on the meter capacity ratio using the 5/8 inch displacement meter as the basis for comparison.

Meter Size/Type	Effective January 1, 2019	Effective January 1, 2020
5/8" Displacement Meter (BASE)	\$4,950	\$5,000
3/4" Displacement Meter	7,425	7,500
1" Displacement Meter	12,375	12,500
1 1/2" Displacement Meter	24,750	25,000
1 1/2" Turbine	29,700	30,000
2" Displacement Meter	39,600	40,000
2" Compound Meter	39,600	40,000
2" Turbine	47,025	47,500
3" Compound Meter	86,625	87,500
3" Turbine Meter	107,665	108,750
4" Compound Meter	148,500	150,000
4" Turbine Meter	185,625	187,500

5. RULE V - BILLING AND BILL PAYMENT, COLLECTIONS AND LEAKADJUSTMENTS:

	Effective January 1, 2021	Effective March 1, 2022
Returned Check Charge	\$25	\$25
Delayed Payment Charge (as a % of the unpaid current amount)	5%	5%
Field Trip Charge (see also Rules VII, XIV, and XV)	\$20	\$25
Reconnection Trip Charge (see also Rules VII, XIV, and XV)	\$20	\$25
After Hours Reconnection Trip Charge (see also Rules VII, XIV, and XV)	\$80	\$80
Remote Connection Fee	\$20	\$25

6. RULE IV - CONTRACTS FOR SERVICE AND SECURITY DEPOSITS:

	Effective January 1, 2015
Customer Security Deposit	The greater of \$50 or an amount equal to the Customer's average total bill for the preceding 12-month period

7. RULE IX WATER METERS:

	Effective September 9, 2020
<u>Manual Meter Reading Fee</u>	\$80

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