

Established 1925

Raytown Water Company



TARIFF FILING TRANSMITTAL LETTER FROM COMPANY/STAFF AGREEMENT

Secretary of the Commission
Missouri Public Service Commission
Attn: Data Center
P.O. Box 360
Jefferson City, MO 65102

February 17, 2009

FILED³

FEB 17 2009

RE: Water Utility Small Company Rate Increase Request
MO Case. No WR-2009-0098

Missouri Public
Service Commission

Dear Secretary:

Enclosed for filing with the Commission are an original and three copies of revised tariff sheets that include rate and language changes reflected in an Agreement Regarding Disposition of Small Company Rate Increase Request (Disposition Agreement) between Raytown Water Company (Company) and the Commission Staff (Staff) regarding the above-referenced small company rate increase request. The Company submitted the referenced rate increase request on September 12, 2008 under the provisions of the Commission's small company rate increase procedure.

Since the above-referenced Disposition Agreement is only between the Company and Staff, the enclosed tariff sheets bear an effective date that is more than 45 days from the issue date, as is required by the small company rate increase procedure. As is also required by the small company rate increase procedure, the Company will be sending a notice to its customers regarding the terms of the Disposition Agreement and will provide a copy of that notice to the Commission for placement in the case file when it is mailed to the customers.

Consistent with the above-referenced Disposition Agreement, the enclosed revised tariff sheets contain customer rates that are intended to produce an increase of \$317,990 in the Company's annual water system operating revenues, and also contain all other provisions necessary to implement the terms of the Disposition Agreement.

Please contact me at your convenience if you need anything further regarding this matter.

Sincerely,

Neal S. Clevenger
President & General Manager
Enclosures

Copies (w/enclosures):

Jim Russo – Commission Staff
Christina Baker – Office of the Public Counsel

The Raytown Water Company
Name of Issuing Company

For: Raytown, MO & Territory Adjacent Thereto
Certificated Service Area

**Rules Governing
Rendering of Water Service**

WATER TARIFF TITLE PAGE

RAYTOWN WATER COMPANY

**SCHEDULE OF RATES, RULES, REGULATIONS
AND CONDITIONS OF SERVICE GOVERNING THE
PROVISION AND TAKING OF WATER SERVICE**

*Indicates New Rate or Text

+Indicates Changed Rate or Text

Issue Date: February 2, 2009
Month/Day/Year

Effective Date: April 2, 2009
Month/Day/Year

Issued By: Neal Clevenger, President
Name & Title of Issuing Officer

9820 E. 63rd Street, Raytown, MO 64133
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**Rules Governing
Rendering of Water Service**

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Exhibits

- A Fire Hydrant Rental Agreement
- B Residential Application for Service
- B1 Owner/Property Manger of Rental Property Application
- B2 Commercial/Business Application for Service
- C Application for New Service Tap
- D Metered Jumper Rental Agreement
- E Project Development / Main Extension Agreement
- F Payment Plan Application
- G Budget Bill Application
- H Waiver of Presence
- I Customer Deposit Receipt
- J ACH Application
- K Service Line Permit

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Map of Service Area



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Description of Service Area

Beginning at the southwest corner of section 8 t48n r32w;

thence, west along the south line of sec 7 t48n r32w, and also along the city limit boundary between the City of Raytown and the City of Kansas City, to a point that is 200 feet west of the west r/w line of Blue Ridge Blvd Cutoff;

thence, northerly along the said city limits of Raytown that is parallel to and 200 feet west of the west r/w of Blue Ridge Blvd Cutoff 14,700 feet m/l to a point 200 feet north of the south line of the north half of the northeast quarter of section 31 t49n r32w;

thence, easterly 9,300 feet m/l along the said city limit line of Raytown, also along a line that is 200 feet north of and parallel to the north line of the south half of the north half of Sections 31, 32 and 33, t49n r32w, and also along E 52nd Terr and generally parallel to the north of E 53rd St to a point 200 feet west of the west r/w line of Sterling Ave.;

thence, northerly 1,100 feet m/l along said city limit line of Raytown parallel to and 200 feet west of the west r/w of Sterling Ave. to the south line of Section 28 t43n r32w;

thence, easterly 3,300 feet m/l along the said city limit line of Raytown, also along the south line of Sections 28 and 27, t49n r32w, and also along Chapel Rd. a/k/a 51st St. to a point 480 feet east of the southwest corner of the southeast quarter of the southwest quarter of said section 27, also to the city limit line of the City of Independence;

thence, northerly 2,450 feet m/l along the said city limit line of Independence, also along the city limit line of Kansas City, also along Woodside Ave. and its southerly and northerly extensions and along a line that is parallel to the north-south centerline of said Section 27 to a point that is 180 feet south of the east-west c/l of said section 27;

thence, easterly 350 feet along the said city limit line of Independence, also along a line 180 feet south of a and parallel with the east-west c/l of said Section 27, to a point;

thence, northerly 650 feet m/l along the said city limit line of Independence and along a line parallel to the north-south centerline of said Section 27 to a point 150 feet north of the c/l of E 46th Terr.;

thence, easterly 400 feet m/l to a point on the c/l of Chrysler Ave that is 150 feet north of the center

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of the intersection of Chrysler Ave. and E 46th Terr.;

thence, along a line parallel 150 feet to the north of the c/l of E 46th Terr. to the c/l of S. Willis Ave.;

thence, southeasterly 150 feet along the c/l of S Willis Ave. to the center of the intersection of S Willis Ave. and E 46th Terr.;

thence, easterly 1,200 feet m/l to a point that is 600 feet east of the east r/w line of South Norfleet Rd. and 425 feet north of the north r/w line of E. 47th St.;

thence, southerly 1,700 feet m/l along a line parallel to and 500 feet east of the east r/w line of South Norfleet Rd. to a point that is 150 feet north of the c/l of E 49th St.

thence, due east 600 feet m/l to the city limit boundary between the City of Independence and the City of Kansas City;

thence, southerly 2,400 feet m/l along the said city limit line of Independence and Kansas City;

thence, easterly 4,400 feet m/l along the said city limit line of Independence and Kansas City and the city limit boundary between the City of Raytown and the City of Kansas City;

thence, southwesterly 1,500 feet m/l along the said city limits of Raytown running parallel to and east of a curve on Blue Ridge Blvd.;

thence, south 14,000 feet m/l along the said city limits of Raytown and generally to the east along Woodson Rd, and along a line that is an extension of the said north-south city limit line of Raytown to the c/l of E 75th St.;

thence, westerly along the c/l of E 75th St. 475 m/l to a point that is 125 feet east of the center of the intersection of E 75th St. and Englewood Ave. Thence, southerly 1300 feet along a line that is parallel 125 feet east to the c/l of Englewood Ave. Thence, due west 250 feet. Thence, northerly along a line that is parallel 125 to the west of the c/l of Englewood Ave to the c/l of E 75th St.;

thence, westerly along the c/l of E 75th St. 1,000 feet m/l to the center of the intersection of E 75th St. and Harvard Ave.;

thence due north 2,800 feet m/l to the southwestern r/w line of the Chicago, Rock Island and Pacific railroad;

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thence, northwesterly 3,700 feet m/l along the said southwestern railroad r/w to a point that is 150 feet north of the extended c/l of E 68th St.;

thence, westerly 1,100 feet m/l along a line 150 feet north of and parallel to the c/l of E 68th St. to the c/l of Raytown Road;

thence, northerly 400 feet m/l along said c/l of Raytown Road to a point that is 200 feet south of the center of the intersection of Raytown Road and E 66th Terr.;

thence, westerly 1,450 feet m/l along a line 200 feet south of and parallel to E 66th Terr. to a point that is 200 feet south of the center of the intersection of E 66th Terr. and Arlington Ave.;

thence, southerly 4,100 feet m/l to a point that is on the c/l of the southeast bound lanes of Blue Parkway a/k/a MO Route 350 and due north of the intersection of the southwest r/w of Blue Parkway and the east r/w line of Arlington Ave.;

thence, southeasterly 2,100 feet m/l along the said c/l of southeast bound Blue Parkway to the west r/w of Raytown Road;

thence, southerly 850 feet m/l along the west r/w line of Raytown Road to a point that is 150 feet south of the c/l of E 76th Terr.;

thence, westerly 1,350 feet m/l along a line that is parallel to and 150 feet south of the c/l of E 76th Terr. and its westerly extension to a point that is 125 feet west of the southerly extension of the c/l of Evanston Ave.;

thence, northerly 850 feet m/l along a line that is 125 feet west of and parallel to the c/l Evanston Ave. to a point that is on the south line of Section 8 T48N R32W;

thence, westerly along the said south line of said Section 8 to 4000 feet m/l to the point of beginning.

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Rules Governing Rendering of Water Service

Billing of License, Occupation, Franchise or Similar Fees or Taxes

1. There shall be added to the customer's bill as a separate item, an amount equal to the proportionate part of a license, occupation, franchise, sales tax, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, or revenues from sales of water or services rendered by the Company to the customer.
2. The rates are exclusive of every tax or payment imposed upon the Company by any political subdivision of the State of Missouri, for the right to do business in such political subdivision.
3. Where more than one such charge or a taxing authority imposes tax, the total of such charges or taxes applicable to a customer may be billed to the customer as a single amount.
4. The Company shall have the right to classify customers as domestic users, non-domestic users or un-metered non-domestic users of water and related services, in order to comply with state sales tax statutes which exempt "Domestic Use" from state sales tax liability. A sale of water to a customer as a "Domestic User" means that portion of metered water service to the customer that is delivered for use at a single family or multi family dwelling and not used for business, commercial or industrial use. This classification shall apply to all such purchases whether or not the customer is the ultimate consumer. Sales of water to "Non-domestic Users" or "Un-metered Non-domestic User" means that portion of water service, which is delivered for business, commercial or industrial use. This rule is intended to establish and maintain a rate classification system in accordance with the provisions of §144.030 (23) RS Mo, whereby individual purchases are classified based on principal use.
5. The Company shall also have the right to set forth as a separate chargeable item on the customer's bill, the county or city sales tax levied upon water and related services sold for "Domestic Use", and the state sales tax and county and city sales taxes levied upon water and related services sold for "Non-domestic Use" or "Un-metered Non-domestic Use".

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**Rules Governing
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Schedule of Rates

Rules and Regulations: The Rules and Regulations set forth in this Tariff shall cover the supply of service under this rate.

Availability:

Any metered customer located in the Company's service territory

Water Rates:

There shall be a monthly minimum charge dependent on the size of the water meter as follows: +

<u>Meter Size</u>	<u>Charge</u>
5/8"	\$8.15
1.0"	\$14.79
1.5"	\$25.71
2.0"	\$38.82
3.0"	\$69.38
4.0"	\$113.03

There shall be a metered usage charge applied on a monthly basis, and billed by the Company on a monthly basis of \$5.13 per 1000 gallons. +

+Bulk Water Service Rate:

Bulk Water sales shall be made at the rate of \$0.25 per 52 gallons.

+Payment Terms: Bills are due and payable within twenty-one (21) days after rendition of the bill.

Online payment thru OPAY: third party fee assessed by and paid directly to OPAY

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Rules Governing Rendering of Water Service

Private Fire Service Charges

Applicability: These rates are for fire hydrants and fire protection systems installed on private property.

Construction Provision: Expense of installation will be borne by the customer. A detector meter of Missouri Department of Natural Resources approved make and size must be incorporated in each fire protection system.

Contract Term and Billing: All bills under this schedule will be rendered monthly.

Rate Table

Fire Hydrants

For each hydrant installed \$ 163.79 annually

Automatic Sprinkler System

Rates

+

Tap Size	Annual Charge
2.0" or less	\$21.82
4.0"	\$86.82
6.0"	\$182.91
8.0"	\$329.22
10.0"	\$555.71

Payment Terms: Bills are due and payable within twenty-one (21) days after remittance.

Special Provisions

1. Private fire protection hydrants and systems are to be used solely for the extinguishment of fires or for fire drills.
2. No connections for water service for uses other than fire protection shall be made to any private fire protection system.
3. The addition of any hydrants, sprinkler heads or other outlets shall be reported immediately to the Company.

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Rules Governing Rendering of Water Service

Schedule of Service Charges

Contractor Fire Hydrant Meter Rental: Contractors may rent a hydrant meter for use in construction. This meter may only be installed/uninstalled by Company personnel.

An application (see exhibit A) must be completed and a security deposit of the actual cost of a replacement meter must be paid in advance. Billing will include a minimum charge of \$25.00 plus water usage, based on the rate on file with the Missouri Public Service Commission, which will be deducted from the deposit and a final billing or refund will be issued upon return of the meter.

Discontinuance of Service for Non-payment of Bill, Bad Check or Non Compliance with Cross Connection/Backflow Prevention

1. Collection Administrative Fee Chargeable on accounts which payment is received after the specified disconnect date and time but service has not yet been disconnected \$15.00
2. Door Note charge \$20.00
3. Disconnect turn-off charge (meter still installed) \$25.00
4. Reconnect turn-on charge (meter still installed) \$25.00 (During regular restoration hours)
5. A Reconnect turn-on charge of \$40.00 will be charged where the customer has requested the reconnection be made during times other than regular working hours. Payment must be received in the Company's office by 3:30 pm to ensure timely dispatch during regular working hours. A customer will be told the level of the charge in advance of the reconnect.

If the customer or representative is not present, the Company will leave a Customer Notice advising that company representative attempted to turn on water service, however, the meter showed water was running inside the property and no-one was present to remedy the problem. \$25.00 will be assessed for each additional restoration trip during normal business hours and \$40.00 will be assessed for each additional restoration trip after business hours. *

IF METER REQUIRES REINSTALLATION – AN ADDITIONAL FEE MAY APPLY. SEE METER REINSTALL FEE SCHEDULE.

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Collection by 3rd Party Collection Agency: Customer is responsible for all prudently incurred costs in the collection of a past due account. The fees and costs are payable directly to the 3rd Party collection agency.

New Customer Water Service: No charges will be assessed for the initial trip to establish water service. If customer had a previous account with a past due balance. That balance is payable at time of new service.

+ **Late Payment Charge:** The period after which the payment is considered delinquent is twenty-one (21) days after rendition of the bill. A charge of \$5.00 or 1%, which ever is greater, will be added to the delinquent amounts.

+ **Returned Check Charge:** A check returned from the bank not paid will be charged \$25.00 per check.

Meter Reading: Completed during non-business hours as requested by the customer shall be charged \$25.00 per occurrence.

+ **Meter Reinstallation Charges:** Meter pulled for non-payment of an account, for unapproved usage, tampering or Non Compliance with Cross Connection/Backflow Prevention is subject to the following fees. :

<u>Meter Size</u>	<u>Charge</u>
5/8"	\$50.00
1" or Duplex	Actual Cost
2.0"	Actual Cost
3.0"	Actual Cost
4.0"	Actual Cost

+ **Inspection Fee:** to inspect new or repaired service line: \$15.00

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Emergency Call Out Charge: An Emergency Call Out Charge of \$25.00 per occurrence during regular hours (weekdays 7:00 am-4:00 pm, excluding holidays) or of \$40.00 per occurrence during all other times, will be assessed where a customer requests a shut-off of service and the emergency exists entirely on the customer owned facilities or customer requests "no water investigation" and result is due to customer service line breakage or frozen meter. Repairs may incur additional costs by customer.

Reasonable additional labor costs, which can be directly attributed to the emergency, will be charged after the 1st hour as follows:

- During regular business hours \$20.00/hr per person Minimum 1 hr increments
- After regular business hours \$30.00/hr per person Minimum 1 hr increments

Meter Testing Charge: There will be a charge of \$20.00 for each meter test that a customer requests, for any test that is over one per any twelve (12) month period. [See Rule 8 on Sheet No. 28]. Should the customer request the meter testing be performed outside the Company, the actual cost of the independent test will be borne by the customer.

+ Temporary Water Service Charge: If a customer requires the use of a metered jumper to obtain temporary water service when interruption is not a result of Company maintenance, the Customer will complete a Metered Jumper Rental Agreement (exhibit D) and pay a security deposit for the equipment in the sum of the actual cost of the Jumper. A one time charge of \$25.00 and the actual usage at the current rate set by the Missouri Public Service Commission will be deducted from the security deposit and the remainder billed or refunded to customer.

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New Service Connections: When application for a 5/8" tap or greater is made to the Company, all necessary plumbing and excavation permits from any city, county, or other authority having jurisdiction over such work must be exhibited. The cost of the permit from the City will be borne by the Company. The specified connection fees include location and excavation of the water main, tap, street crossing if necessary, service pipe to the property line, and meter setting appurtenances constructed at the property line. The Company shall be given at least three (3) business days notice in advance of the time a tap is to be made. In addition, a tapping fee for new service connection in addition will be paid in advance at the office. Material and vault expenses for 1.0" and larger taps will need to be paid accordingly and will be charged to customer at current market price. Fees for service taps will be as follows:

<u>Service Size</u>	<u>Service Connection (Tap) Fee</u>
5/8"	\$1,000.00
1" or Duplex	Actual Cost
1.0"	Actual Cost
2.0"	Actual Cost
3.0"	Actual Cost
4.0"	Actual Cost

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**Rules Governing
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Rule 1: Definitions *

- A. Billing Period:** Normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer nor more than one hundred (100) days for a quarterly billed customer, except for initial, corrected or final bills.
- B. Budget Billing Plan:** Allows customers to be billed a set amount in each billing cycle.
- C. City:** Jurisdiction in which the service address is governed by, either the City of Raytown, Independence or Kansas City.
- D. Commercial:** Commercial customers shall mean those whose use of water is of a non-residential, non-manufacturing and non-mining character.
- E. Company:** Raytown Water Company.
- F. Company Property:** All belongings and possessions owned by the Company, including but not limited to: water meter, meter box, valves and fittings, service connection from meter setting to the Company water main in addition to all real property titled in Company name.
- G. Cross Connection:** Any connection or structural arrangement between the Company's public water supply and any source or system through which back flow can occur. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which backflow can occur are considered cross connections.
- H. Customer:** Any adult individual, firm, partnership or entity receiving water service from Raytown Water Company.
- I. Delinquent Charge:** A charge remaining unpaid after twenty-one (21) days from the rendition of a bill for a monthly billed customer.
- J. Delinquent Date:** The day after the date stated on a bill when the charge is considered due and payable.

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- K. Domestic use:** That portion of metered water service, which an individual purchaser uses for non-business, noncommercial or non-industrial purposes.
- L. Electronic Bill (E-bill):** A billing notification delivered to an electronic address selected by the customer that can be viewed on a computer screen. All electronic bills or notices will begin with an email to the customer at an address of their choosing.
- M. Individual Premises:** A single dwelling unit, whether in an apartment or condominium or other multiple-family building, or in the case of commercial or business premises, office or suite of offices.
- N. Industrial:** Customers whose use of water changes raw or unfinished materials into other forms of products such as: the production of ordinance and accessories; food and kindred products; tobacco products; textile mill products; printing, publishing and allied products, chemicals and allied products; petroleum and coal products; rubber products; leather and leather products; stone, clay and glass products; primary metals; fabricated metal products; machinery; electrical machinery, equipment and supplies; transportation equipment; instruments; miscellaneous manufactured products, coal, oil, gas, electric power and ice; mining and quarrying; establishments engaged in the overhaul and repair of transportation and other equipment; and other similar establishments.
- O. Landlord:** The owner of a house, apartment, condominium, or real estate which is rented or leased to an individual or business.
- P. Late Payment Charge:** An assessment on a delinquent charge in accordance with a utility tariff on file with the commission and in addition to the delinquent charge.
- Q. Living Unit:** A dwelling for use by one family.
- R. Meter:** A device used to measure and record the quantity of water that flows through the service line, and is installed in the meter setting.
- S. Meter Setting:** Includes the meter box, meter yoke, lid and appurtenances, all of which shall be owned and maintained by the Company.
- T. Payment Extension:** A verbal agreement between the utility and the customer extending the due date of payment for fifteen (15) days or less.

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- U. Point of Delivery:** The point of delivery shall be the Company's meter outlet or the connection of Company's piping to customers piping, whichever is further downstream.
- V. Premises:** That separate walled portion of a single building undivided by any common area, or that separate portion of a single contiguous tract of land (including all improvements thereon) undivided by any way for use by the public, as designated by customer(s) in the application.
- W. Residential Service:** Use of water is for non-commercial or non-industrial purpose.
- X. Returned Check:** Any check returned from the bank unpaid
- Y. Service Connection:** The service pipe from the Company main to a curb stop/valve or meter box/pit just inside the property line.
- Z. Tenant:** Someone who pays rent to use land or a building or a car that is owned by someone else;
- AA. Termination of service/termination:** A cessation of service requested by a customer.
- BB. Water Main:** A pipeline which is owned and maintained by the company, located on public property or private easements, and used to transport water throughout the company's service area.
- CC. Water Service Line:** A pipe with appurtenances installed, owned and maintained by the customer, used to conduct water to the customer's unit from the property line or outdoor meter setting, including connection to the meter setting. If the property line is in a street, then the water service line shall be deemed to begin at the edge of the street abutting the customer's property.

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Rule 2: Application for Service

- A. Service connection will be made, and water will be furnished upon written application (see exhibits B B1 & B2) by the prospective customer(s).
- B. Application is subject to review for past due balance incurred by the customer within the Company's service area. Any past due and/or unpaid balance and all associated collection fees will need to be paid in full in the form of certified funds prior to new water service being turned on.
- C. The application for service shall state clearly the class, scope, and type of use to be made of the service as well as the purpose for which it will be used. New Service connections cannot be completed until a main is directly adjacent to or on the other side of the street of the property to be served by a line perpendicular from the point on the main to a point on the building. If an available water main does not exist, then Rule 17, Extension of Water Mains shall apply.
- D. The application and these rules and regulations constitute the contract between the customer and the Company; and each customer by accepting of water, agrees to be bound thereby. Rates applicable to customers under the tariff provision and may change periodically, subject to approval.

A new application must be made to, and approved by, the Company upon any change in the identity of the contracting customer at a property or in the service as described in the application.

But if a customer is taking service and has not completed a proper application for water service, then the Company may, upon proper notice as provided by these rules, discontinue water service until such new and proper application has been made and approved.

- E. Customer service shall be provided and paid for by the customer for a term of not less than one day, except in the case of contracts accompanying a petition for an extension of water main pipeline, in which case contracts for a term of two years must accompany the petition.
- F. Customers supplied with water by the Company will not be permitted to use water for any other purpose than as stated in the contract/application

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- G. Each meter installed on a separate service line shall be considered as a separate customer and shall be billed as a separate customer, unless such additional meter installation is required by the Company for its own convenience in measuring the amount taken, and shall be subject to the provisions of this Rule in its entirety.
- H. Where water is currently being supplied to several parties in apartments, offices or stores, all located in a single building and supplied through one service, the Company will contract with only one party for the supply and that party shall be responsible to the Company for the payment of the water bills.

*[This is for existing service only. All new construction/service must be on separate service and meters to each living unit.]

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Rule 3: Deposit to Guarantee Payment

- A. Each applicant for water is required to pay a deposit if the following conditions apply:
1. The service of the customer has been terminated by the Company for nonpayment of a delinquent account not in dispute;
 2. In an unauthorized manner, the customer interfered with or diverted the service of the Company situated on or about or delivered to the customer's premises;
 3. The customer has failed to pay an undisputed bill before the delinquency date for five (5) out of twelve (12) consecutive billing periods or for two (2) out of four (4) consecutive quarters;
- B. The Company shall apply deposit standards uniformly as a condition of utility service to all residential customers regardless of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
- C. A deposit shall not exceed two (2) times the highest bill of that customer at the same address during the preceding twelve (12) months.
- D. On all Commercial and Industrial customers, interest shall be credited after six (6) months and one (1) day at the rate of 3% per annum.
- E. On all Residential customer' deposits, interest shall be credited at the interest rate of 3% per annum from that start date of service.
- F. Upon termination of service, any retained deposit, with accrued interest, shall be credited to the final bill and the balance, if any, shall be returned promptly to the customer.
- G. The Company may withhold refund of the secured deposit fund pending the resolution of a matter in dispute.
- H. The Company shall maintain a record of all deposits received from customers, showing the name of each customer, the location of the premises occupied by the customer at the time the deposit was required and each successive location while the deposit was retained, the date and amount of deposit, and the date and amount of interest paid.

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- I.** Each customer posting a security deposit shall receive in writing at the time of deposit or with the first bill, a receipt as evidence thereof, unless the Company shows the existence or non-existence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt (Exhibit I) shall contain the following minimum information:
1. Name of customer
 2. Date of payment
 3. Amount of payment
 4. Identifiable name, signature, and title of the Company employee receiving payment.
 5. Statement of the terms and conditions governing the payment, retention and return of the deposits.
- J.** The Company shall provide means whereby a person entitled to a return of a deposit is not deprived of the deposit refund even though he/she may be unable to produce the original receipt for the deposit, provided he/she can produce adequate identification to insure that he/she is the customer entitled to receive the deposit refund.
- K.** The Company shall provide means whereby a customer, required to make a deposit, may pay such deposit in installments unless the Company can show likelihood that the Customer does not intend to pay for such service. 4 CSR 240-13.030(4)(I)
- L.** In lieu of a security deposit required by these rules, the Company may accept the written guarantee of a responsible 3rd party as surety for a customer service account.

A guarantee accepted by the Company is subject to the following terms and conditions:

1. It shall be in writing and shall state the terms of guarantee and the maximum amount guaranteed. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit unless the guarantor consents thereto in a separate written instrument.
2. Credit shall be established for the customer and the guarantor shall be released upon satisfactory payment by the customer of all proper charges for utility service for a period of twelve (12) successive months. Payment of a charge is satisfactory if/or received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

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Rule 4: Customer's Installation

- A. All customers shall prevent unnecessary waste of water by keeping their customer water service lines, hydrants, faucets/ valves, hoses and apparatuses of all kinds, together with their meter box/pit, in good repair, and shall be accessible at all reasonable times to the Company's employees for inspection.
- B. Inspectors or other authorized agents of the Company shall have access at all reasonable hours to the premises supplied, for the purpose of making necessary examination of the plumbing and fixtures, taking meter readings, and for any other reasons deemed necessary by the Company. If property is inaccessible for two (2) billing periods, a special trip may be necessary and an appropriate charge as specified in the Schedule of Service Charges will be assessed.
- C. If access to meter is denied due to any obstruction, the responsibility for which can be attributed to the customer, the obstruction will be removed at the customer's expense. This includes and is not limited to vehicles parked on top of meter well. Every effort by Company will be made to access the meter prior to incurring fees and costs for removal of obstruction.
- D. Emergency call out charges will be assessed where a customer requests a shut-off of service and the emergency exists entirely on the customer owned facility or the customer requests "no water investigation" and result is due to customer service line breakage or frozen meter (additional labor and material costs may be incurred by customer depending upon service call results).

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Rule 5: Service Connections and Taps

- A.** Each customer and/or living unit shall be supplied through a separate service line and will complete an application (see Exhibit C). Such applications must be filed on standard forms stating name, house number, and other information necessary to designate the permanent location of premises to be served, name of applicant, name of owner, and size of service pipe.
- B.** All new service lines shall be installed according to Company and city specifications. The Company makes taps after proper application for service by customers or their authorized agents and all fees are paid. Taps are made by the Company in consideration of payment of the connection fee by applicant. The Company shall construct the Service Connection upon application for service. The Company will place the meter box/pit just inside the property line, and shall remain accessible to the Company at all times.
- C.** Only the Company or its authorized agents may tap the water main.
- D.** When application for a tap is made to the Company, the customer/contractor is responsible for any payment for all necessary plumbing and excavation permits from any city, county and Company, or other authority having jurisdiction over such work must exhibit. The Company shall be given at least three (3) business days notice in advance of the time a tap is to be made and a tapping fee for new service connection is paid in advance at the office. Material and vault expenses for 1" and larger taps will need to be paid accordingly and will be charged to customer at current market price. Fees for service taps for residential and small Commercial customers are as specified in the Schedule of Service Charges. Larger size service taps will be made by the Company at actual cost.
- E.** All tap fees plus any additional applicable costs must be paid in advance, prior to tap and connection. Upon receipt of payment, Company shall initiate the MO one call Dig-rite Ticket to have proper marking completed.
- F.** Water service lines must be laid in a trench separate from a service sewer trench. The undisturbed earth between the separate trenches shall not be less in width than the depth of the water service line below the finished grade. A shelf cut into the side of a sewer drain trench is not a separate trench within the meaning and requirements of this Rule.

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- G.** The service connection from the main to the customer's premises must be installed in accordance with any applicable rules, regulations and ordinances covering such installation. No service line shall have an inside diameter less than 3/4". Type K copper shall be used from the house or commercial building, to the centerline of the main. Cast iron pipe may be used for larger service lines but only if authorized by the Company.
- H.** Service lines shall be installed not less than three and one-half (3 ½) feet below the finished grade. The water meter well shall be set just inside the property line. The distance between the grade level and the center of yoke with the yoke in proper position shall be 20". Except for construction of the Service Connection for which the Company is responsible in consideration of payment of the Connection Fee, all excavations and refilling shall be made by the applicant and the applicant agrees to secure all permits for work from the city and Highway Department, if applicable.
- I.** The service line and meter setting must be laid out to the main at right angles to the face of the building at the point where the service line enters the front of the building. Service lines to the buildings without basements must be laid from the main through a meter setting in front of the building, and at right angles to the face of the building. However, from the meter setting to the building, the customer water service line may be offset to pass the building in a line parallel to the side of the building, inside the property line and as close to the building as practicable. If the procedure does not allow the service line to approach the main at right angles, the plumber must obtain special instruction from the Company. Customers will not be permitted to run service lines along streets or roadways or through property of others in order to obtain a connection to a water main. If adequate frontage does not exist, then Rule 17 shall apply.
- J.** When an existing meter is located within the customer's building, a stop and waste valve easily accessible to the occupants shall be placed in the service line within the building supplied with water. Such a valve shall be located so that it will be possible to drain the meter and all pipes in the building. When the meter is located outside the customer's building (now required), a positive shut off valve shall be located immediately inside the customer's building.

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- K.** The Company shall, at its own expense, be responsible for the maintenance of all Service Connections, including the curb stop/valve, meter pit/box and meter.
1. When in the opinion of the Company, the entire Service Connection is in need of replacement, the Company shall make the replacement at its own expense. Until such replacement is made, the entire Service Connection from the main to the customer's premise shall be considered to be the property of the customer.
 2. Should a leak occur and the existing curb stop/valve or meter box/pit is not located within the property line, and it cannot be determined whether the Company or the customer is responsible for the leak; the Company at its expense will install a curb stop at the property line or as close as possible to the property line if there are obstructions.
 3. If the leak is between the main and the newly installed curb stop the Company will assume responsibility for the maintenance and expense of the leak. However, if the leak is on the customer's side of the newly installed curb stop, the customer shall be responsible for the maintenance and expense of the leak.
 4. The Company reserves the right to install a curb stop on any service connection where such a valve does not exist.
- L.** When installing the meter well, a suitable curb cock, either as an integral part of the meter yoke, or if separate, a bronze valve shall be installed in the service pipe within the meter well. The service line shall be extended from the meter yoke into the customer's building where an inverted core, round way waste cock shall be installed on the service line, just after it enters the building, and the stop and waste cock shall be provided with a suitable wrench or extension handle to make it accessible at all times for readily turning off or on by the occupant of the building or by the Company's inspectors for maintenance or repairs. On service lines larger than one inch (1") that cross a street or roadway or have the meter set more than thirty (30) feet from the main, a valve or valve box must be installed as close as is practicable to the water main.

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- M.** All customer water service lines, valves, stop cocks, stop and waste cocks and stop, between the meter and the building, are the property of the customer and shall be maintained and kept in good repair by the customer.
- N.** The Company will maintain the meter setting for normal wear and tear. The Customer shall bear the cost of any repair/replacement should maintenance be required due to vehicle traffic, or other abuse
- O.** Taps will not be made for vacant lots or in advance of building requirements. Plans and specifications must accompany an application for a tap when requested by the Company.
- P.** After the effective date November 1, 2004, all single buildings, whether for commercial or residential with twenty (20) or less units or apartments, must have separate meters and service lines for each unit or apartment, and not more than two meters in a meter well.

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Rule 6: Cross Connection Control and Backflow Prevention

The purpose of this policy is to establish an enforceable cross-connection control and backflow prevention program to preserve safe potable water and to prevent contamination of the public water system by any customer or another water system.

I. GENERAL PROVISIONS

- A. No physical connection will be allowed between a customer's water system and a possible source of contamination. Also, no physical connection will be allowed between a customer's water system and an alternative water supply without prior written consent of The Raytown Water Company. Should such a cross-connection be found, the Company, after giving the customer proper notice will discontinue service to the customer in question, unless all such physical connections have been severed.
- B. All customers shall comply with the provisions of the Missouri Safe Drinking Water Act as promulgated in Section 640.100 et seq., the Missouri Public Drinking Water Program and with Backflow Regulations as promulgated in 10 C.S.R. 60-11 and other directives and guidelines established by the Missouri Department of Natural Resources. The Department of Natural Resources may issue a letter exempting a customer from the specific requirements of its regulations if the customer can show to the satisfaction of the Department, the local government authority and The Raytown Water Company, that the activities taking place at the customer's facilities and the materials used in connection with these activities or stored on the premises cannot endanger the health of customers or degrade the water quality of the public water system should backflow occur.
- C. An exemption shall remain valid for no more than three (3) years following the date of issuance. An exemption shall be void if it is determined that the customer facility has become a backflow hazard.
- D. No person or potential customer shall be given a service connection of any type until the water plumbing system has been approved as having complied with all requirements of the City Plumbing inspector and Raytown Water Company.
- E. No person or customer shall be permitted to install or maintain a cross connection to the Company's public water supply.

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II. BACKFLOW PREVENTION

- A. Definition:** Backflow is a flow of any foreign liquid, gas or other substance into the Company's public water supply from any other source than the intended one.
- B.** An approved backflow prevention device shall be installed on each customer service line where, in the judgment of the company, Plumbing Inspector or State Agencies, there exists a potential of pollution to the company's public water supply.
- C.** An approved backflow prevention device shall be installed on each customer service line serving premises where the conditions exist as outlined below:
1. Premises on which any substance is found which may create an actual or potential hazard to the Company's public water supply;
 2. Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross connection survey;
 3. Premises where cross connections are found after having been ordered to be disconnected;
 4. Premises having fire protection systems utilizing storage tanks, pumps, any chemical additives, and auxiliary supply of water or Siamese connections;
 5. Premises having an in ground irrigation system or where the outlet end of the fixture or hose may be submerged; and

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6. Premises having the types of facilities or processes listed below. This list is not intended to be all-inclusive.
- a. Hospitals, mortuaries, clinics, nursing homes;
 - b. Laboratories;
 - c. Piers, docks, waterfront facilities;
 - d. Sewage treatment plants, sewage pumping stations, or storm water pumping stations;
 - e. Food and beverage processing plants;
 - f. Chemical plants, dyeing plants;
 - g. Metal plating industries;
 - h. Petroleum processing or storage plants;
 - i. Radioactive material processing plants or nuclear reactors;
 - j. Car washes;
 - k. Slaughter houses and poultry processing plants; and
 - l. Farms where the water is used for other than household purposes.

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III. BACKFLOW PREVENTION DEVICES

- A. There are three types of backflow prevention devices recognized by the Company: (1) air gaps; (2) reduced pressure devices and (3) double check valve meter. The mechanical device shall meet AWWA Standard C 506-78.
- B. A backflow prevention device shall be installed in accordance with the recommendations and specifications of the manufacturer of the device.
- C. Any existing backflow prevention device installed prior to the effective date of this program shall, except for inspection, testing, and maintenance requirements, be excluded from the requirements of section V (A), provided that the Company, Plumbing Inspector and state agencies are assured that the device will protect the Company's water supply.

IV. RESPONSIBILITY OF THE CUSTOMER

- A. When the customer requests water service, he/she shall advise the Company in writing as to: (1) any alternate source of water that may be used in his/her facility; (2) the type of fire protection system to be utilized; and (3) the type of facility or process to be utilized.
- B. The customer shall submit two (2) copies of plans certified by a licensed Professional Engineer for fire service connections, lawn or irrigation systems and other facilities requiring approved prevention devices to the Company for approval prior to construction.
- C. It shall be the responsibility of the customer to have an inspection and operational test made annually of the backflow prevention device in accordance with the manufacturer's procedures to insure that the device is in proper operating condition at all times. The customer must maintain a certificate certifying the timely testing and proper operation of the backflow prevention device. A copy of the annual inspection report must be sent to the Company.
- D. Failure to provide Company with annual backflow inspection report may result in discontinuance of water service. Customer will be responsible for all applicable reconnection charges prior to restoration of service.

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V. RESPONSIBILITY OF THE COMPANY

- A. Upon receipt of information furnished by customer in accordance with Rule 5, paragraph A, the Company shall advise the customer if the installation of a backflow prevention device is required.
- B. The Company shall have the right to enter a customer's premises at a reasonable time to inspect and check the customer's compliance with these rules.
- C. The Company may deny or discontinue the water service to a customer if:
1. The required backflow prevention device is not installed;
 2. It is found that the device has been removed or bypassed;
 3. The customer does not have the device properly tested and maintained as specified in section V (C). Water service to such premises shall not be restored until the deficiencies have been corrected or eliminated in accordance with these procedures to the satisfaction of the Company;
 4. The Company is unable to verify compliance; or
 5. It is determined that imminent or actual backflow risk to customer exists.

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Rule 7: Meter Installations

- A. A permanent meter well of PVC along with a meter yoke and other appurtenances and fittings shall be constructed and maintained by the Company just inside of the property line.
- B. All water service, except water for fire fighting purposes, will be rendered only through meters.
- C. Each customer's service shall have a separate meter to register the amount of water consumed.
- D. All meters will be furnished by, and remain the property of the Company. The Company reserves the right to establish the size and location of meter required by each customer.
- E. Meters will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer, in the instance of an existing inside installation, shall be responsible to the Company for any injury to, or loss of, any meter because of the customer's negligence or carelessness or that of his/her servants, employees, members of his household, or any person upon his/her premises under or by his/her consent or sufferance. The customer shall not permit anyone who is not an agent of the Company or otherwise lawfully authorized to make any connection or disconnection, either temporary or permanent, to a water main of the Company, or set, change, remove, interfere with or bypass any water meter through which the Company renders service.
- F. The customer will not be responsible for the Company's meter where there is an outside meter installation if the Company has agreed upon the site and the installation of a meter vault or meter box.
- G. The customer shall notify the Company of any injury to or of any cessation in registration of the meter as soon as customer is made aware.
- H. Customers must take necessary precautions to prevent pipes and meters from freezing in cold weather. The Company will make all ordinary repairs to meters and wells, but if meters are damaged due to neglect of the Customer, the cost of repairs will be assessed against the customer and payment will be enforced the same as for bills for water service.
- I. To prevent heat damage to the meter where steam or hot water under pressure is used, other than for normal residential use, a swing check valve and a pressure relief valve must be placed, at the expense of the customer, on the discharge side of the meter and before any outlets are taken off the service line.

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Rule 8: Meter Testing

A. The quantity of water recorded by the meter shall be conclusive for both the customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register. In either of such cases, the meter will be promptly repaired or replaced by the Company and the quantity of water consumed shall be estimated by the average registration of the meter on previous corresponding periods.

B. In case of a disputed bill involving the accuracy of a meter, such meter shall be tested, upon the request of the customer, in conformity with the provisions of regulations of the Missouri Public Service Commission. If the meter so tested is found to have an error in registration of five per cent (5%) or more, the bills will be adjusted accordingly as provided by the said rules.

C. The Company, at its own expense, will make periodic tests and inspections of its meters in order to maintain them at the standard of accuracy in Chapter 10 of the MOPSC Rules and Regulations. Upon request, the Company will test any water meter, free of charge, provided that the meter in question has not been tested within twelve (12) months previous to such request. If the meter has been tested within said twelve (12) months period and the test reveals the meter to be accurate within a 95% to 105% range, a charge will be assessed. See Schedule of Service Charges.

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Rule 9: Terms and Conditions of Billing and Payments

- A.** Customers receiving water service are liable for bills calculated using the appropriate approved rates as set forth on the Schedule of Rates, along with applicable service charges as set forth in the Schedule of Service Charges, and applicable fees or taxes imposed by government authorities.
- B.** Payment of all bills must be made at the Company's office either in person, by mail, internet, Automatic Clearing House (ACH) or by phone on or before the delinquent date printed on the bills and are considered delinquent if not paid within twenty-one (21) days of the bill date¹.

Acceptable forms of payment are:

1. ACH – Original application (Exhibit J) must be completed and received by Company prior to issuance of a bill. May take up to thirty (30) days to verify bank routing information.
 2. Internet payment through Company's website, www.raytownwaterco.com, - Customer must have Book, Account and Pin number to access account online. There is a 3rd party transaction fee paid directly to 3rd party vendor for handling secured transactions.
 3. Cash- Only accepted during Company Office hours at the counter. Dropping cash in the drop box is strongly discouraged.
 4. Money order, cashier check, personal check – Accepted in the Office during hours and in the drop box and mail.
 5. Visa and/or MasterCard. – Accepted over the phone, at the front counter and through the mail if all information is on the remittance stub.
- C.** A transaction fee per transaction is assessed to customer for payment by credit/debit card thru a third party. No post-dated checks will be accepted.
- D.** In addition to any and all charges due the Company, if a check that has been received as payment for service is returned by the bank unpaid; a Returned Check charge will be assessed to cover the cost of processing this transaction.
- E.** If for any reason service is terminated before the expiration of one (1) month from commencement of service, a prorated bill will be rendered.

¹ Pursuant to a variance issued by the Commission May 10, 1995 in its Case No. WO-95-6, previous balances for utility charges and charges for services not subject to Commission jurisdiction may not be separately itemized. Customers may contact Company's Customer Service department by telephone to obtain detailed itemization of any balance forward amounts.

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- F.** Customers are responsible for furnishing the Company with their correct address. Failure to receive bills will not be considered an excuse for non-payment nor permit an extension of the date when the account would be considered delinquent. All bills will be sent to the address entered in the application unless the Company is notified in writing by the customer of any change of address.
- G.** The use of water by the same customer in different premises or localities will not be combined and each installation shall stand by itself.
- H.** Water bills are rendered per meter and will not be subdivided.
- I.** Meters are to be read monthly. If the Company is unable to read a customer's meter at its regularly scheduled time, the Company may estimate the meter reading in order to calculate a bill. If necessary, a billing adjustment will be made when an actual reading is obtained. When, during normal business hours, the Company is unable to read a customer's meter for three consecutive months, the customer shall on request from the Company, provide access to the premises to obtain an actual meter reading. The access will be provided at an agreed to time during the Company's business hours. If the customer is unable to provide access to the premises during the Company's normal business hours, the Company will offer an appointment to read the meter during non-business hours on weekdays prior to 9:00 p.m. and on Saturday between the hours of 9:00 a.m. and 12:00 p.m., excluding holidays. The customer will be charged per rate on the Service Charge Schedule for meter readings performed during non-business hours. Should the customer fail to provide access to the premises in order for the Company to obtain an actual meter reading, the Company may discontinue service, unless and until the customer provides an accessible meter well just inside the customer's property line.
- J.** If access to meter is denied due to any obstruction, which can be directly attributed to the customer, the obstruction will be removed at the customers' expense. This includes and is not limited to vehicles parked on top of meter well. Every effort by Company will be made to access the meter prior to incurring fees and costs for removal of.
- K.** The Company may render a bill based on estimated usage due to extreme weather conditions or emergencies.
- L.** If a customer account is turned over to a 3rd party Collection agency, all prudent fees/costs associated with collecting this debt are assessed to the customers account and are the sole responsibility of the customer.

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- M.** Billings will be made and distributed on a monthly interval and will bear the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is twenty-two (22) days after rendition of the bill. A late payment charge will be added to the delinquent amount. Late payment charges shall accrue and be billed monthly.
- N.** If payment is not received by the specified disconnect time and date on the Final Disconnect Notice and a trip to a customer premise is necessary, the minimum administrative collection fee will be assessed to the customer account. If the service is discontinued for non payment, payment of the past due balance and the additional fee for restoration will be required in cash, money order, Visa, MasterCard or cashier's check.

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Rule 10: Adjustment of Meter Reading Error due to Misread or Over Estimate

The customer shall accept the meter installed by the Company as the standard of measurement. Should the meter become defective, or fail to register correctly, the amount of water to be used to calculate bills shall be determined by using test results of the meter, or if the meter is determined to be unreliable by the amount used during the corresponding period of the preceding year, or by an estimate based on the average amount of water used during the preceding twelve (12) months proportioned to the period during which the meter is shown to have been defective or inaccurate.

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Rule 11: Termination of Service by Customer

- A. Whenever the customer desires to have their service contract terminated, the customer shall notify the Company to that effect in writing, by phone or in person at Company counter. The customer will be responsible for the payment of all service rendered by the Company prior to receipt of such written notice and during a reasonable time thereafter, not to exceed two (2) working days, to enable the Company to make the final reading of the meter or meters, or to discontinue water service.
- B. When a customer is a tenant and is vacating, the Company will not complete an automatic revert of service to the Owner/landlord. The Owner/landlord will need to contact Company directly to have service started in their name, verifying all pertinent information and maybe required to pay any past due balance owing for any account listed under the owner's name and/or deposit prior to service being started.
- C. If customer notifies the Company that the premises will be unoccupied temporarily, and water will be turned off, all charges will cease from the date when water service is turned off for a turn off fee. When the property is again occupied, the customer shall notify the company in writing, and the water will be turned on for a turn on fee. No refund or allowance will be made for unoccupied property when written notice has not been given as provided. No refund will be allowed for property unoccupied for a period less than one month.

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Rule 12: General Rules

- A. The Company reserves the right at all times, without notice to customers, to shut off the water in a main for the purpose of making repairs or extensions, or for any other purpose necessary, and all persons having boilers or tanks within their premises depending on the pressure from the main to keep them filled, are hereby cautioned against danger of collapse. It is the intention of the Company to notify their patrons of the necessity of shutting off the main supply, but an emergency may, at times, not permit taking the time to do so.
- B. Plumbers are not allowed to turn water off or on at the corporation or stopcock to any service pipe, except to make repairs and test their work, after which they will leave it as they found it. All other parties not connected with the Company are strictly forbidden to turn the water on or off at the corporation or stopcock. Water shall not be turned on to any premises except by an employee of the Company.
- C. The Company is authorized to regulate or limit, by special regulations or orders, any unusual, unnecessary or wasteful use of water, or the filling of tanks, basins, swimming pools, etc., requiring large flows of water, where such use of water may affect service to other customers, and to restrict or regulate the quantity of water used by customers in case of scarcity or whenever in its judgment an emergency affecting public health and welfare may require such restrictions.
- D. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these Rules and Regulations. Company personnel shall also have the right to enter the customer's property or premises for the purpose of discontinuance of service to that Customer, or for turn-off and turn-on of water service for other reasons. Company personnel shall identify themselves, and such inspections, discontinuances of service, turn-offs or turn-ons shall be conducted during reasonable hours.

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Rule 13: Discontinuance of Service by Company

A. Discontinuance – (General)

1. Discontinuance of water service for violation of the Company's rules and regulations or for non-payment of a water bill is subject to the Commission's Rules and Regulations contained in 4 CSR 240-13.050.
2. For violation of any of the rules and regulations of the Company by the customer, or for nonpayment of water bills, the right is reserved by the Company, after due notice has been given, to discontinue service, refunding to the customer, all sums paid in advance of consumption that have not been earned by the Company.
3. In order to have service restored, customer is required to make payment in full for the entire bill in addition to applicable charges. Acceptable forms of payment include cash (in Company office only), money order, cashier's check, or credit/debit card² only.
4. If it is necessary to make a shut-off at the corporation cock or disconnect the service line from the main, a charge equivalent to the actual cost of material and labor will be charged for renewal of service. Every effort will be made to work with the customer to prevent disconnection at the corporation cock.
5. If account remains unpaid and meter remains off and locked for thirty-one (31) or more days and property is vacant, the account will be closed and a final bill will be issued.
6. When the property is found to be occupied by someone new and an application for service has not been received, the Company may discontinue service by giving no less than twenty-four (24) hours written notice to the customer.

² All debit cards are processed as Credit.

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Rule 13: Discontinuance of Service by Company, cont'd

B. Discontinuance of Water due to Collection for City of Raytown Sewer Bill

1. The Company shall discontinue water service for non-payment of a sewer bill issued by a sewer utility requesting discontinuance of water service by the terms of an authorized agreement between the Company and such sewer utility. When water service is discontinued for this reason, any service charges for turn on/off or disconnection/reconnection within these rules shall not apply, and notice to the customer shall be provided by rules and procedure applicable to the customer's sewer service in lieu of notification required by these rules. Customer is responsible to pay the City of Raytown for all assessed fees related to collection of their sewer account. The Company is bound by contract with the City of Raytown and will only restore water service after receiving written release from the City of Raytown, giving directive to restore water service to the customer.

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**Rule 14: Temporary Service for Service Disruption Caused
By A Party Other than Raytown Water Company**

The Company can provide temporary service connection by use of a jumper. This service is restricted to meters of 5/8" can be used only as a temporary means to supply water to a customer in emergency situations such as a broken service line, which cannot be replaced immediately. The customer is required to complete a Jumper Rental Agreement (Exhibit D) and pay a deposit equal to the cost of replacement. The deposit is to be held until meter is returned and usage is invoiced. The invoice will be comprised of a base charge and actual usage of water charged at the current rate per 1,000 gallons set forth in the Rate Schedules in this tariff.

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Rule 15: Extensions of Water Mains

- A.** The Company will extend its water mains within its service area on the following terms and conditions:
1. Upon application (Exhibit E) being made for extension of water main, the Company shall determine the necessary size of main and shall make an estimate of the cost of the proposed extension, including pipe, valves, fittings, booster pumps, and storage tanks if required, all other materials, and all other costs such as labor, permits, etc., including the Company's direct expense associated with supervision, engineering, tools and equipment, and the Company's overhead expenses.
 2. Payment to the Company shall be made prior to start of construction.
 3. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained. No interest shall be paid by the Company on the applicant's payment or on any unrefunded balances.
- B.** Extensions made under this rule shall be and remain the property of the Company. Developer shall enter into an agreement with the Company of the type attached hereto and marked Exhibit E. At the time of the execution of the agreement the developer shall pay to the Company the estimated cost of the required water main extension.
- C.** The Company reserves the right to further extend its water mains from and beyond each water main extension made under this rule. The applicant or applicant's agent paying for an extension shall not be entitled to any refund for the attaching of customers to any further extension.
- D.** Extensions made under this rule shall be of pipe of such size as is reasonably required to serve the customers to be supplied immediately, without effect on supply and hydrants in the existing surrounding areas; provided however, that such pipe shall in no event be less than six (6) inches in diameter. If the Company desires to make the extension with pipe of a size larger than that reasonably required to serve the customers to be supplied immediately, then the additional cost of the larger pipe shall be borne by the Company. The determination of pipe size and number of feeds shall be provided by a registered Professional Engineer licensed to practice in Missouri at developers' expense. If there is a dispute between Company Engineer and/or developer on pipe size and feeds, then a hydraulic study shall be performed at developers' expense to ascertain the requirements for the extension.

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Rule 15: Extensions of Water Mains, cont'd

- E. Should the Developer have an outside contractor complete the work for Water Main extension, and if any new fire hydrants are proposed to be installed due to new development, then **all plans must be submitted to Company in duplicate and final approval must be received by Company prior to work being started**. Not following Company procedures for prior approval may result in additional costs to dismantle, remove and /or replace new water main extension and fire hydrants.
- F. ONLY Company or its authorized agent may make a connection of a new water main extension, or service connection, to a water main that has been placed in service.
- G. Developer and Contractor must provide Company with a Bond, warranting work for a minimum of two (2) years from the installation and turn-over to Company.
- H. It is understood that **ALL DEVELOPER/CONTRACTOR installed water mains are to be the sole property of the Company** and Company will maintain after the two (2) year warranty expires.

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Rule 16: Fire Hydrants

APPLICABILITY: These Rules and Regulations shall apply to all fire hydrants and fire protection systems installed in the Company's service territory.

- A. Field location of such fire hydrants shall be specified by the Company and Fire Chief of the city, or other designated official empowered to act on behalf of the city.
- B. The Company may refuse to accept orders for new fire hydrant installations, and relocations or removal of existing public fire hydrants which do not conform in general to the recommendations of the Insurance Services Office of Missouri which are appropriate for that insurance rating for which the city, town or village is at that time eligible, based upon all factors other than fire hydrants within said city.
- C. The Company may refuse to accept orders for installation of new fire hydrants or the relocation of existing fire hydrants at locations where there is not an existing water main, 6" or larger in diameter.
- D. The Company will not accept orders for new fire hydrant installations or relocation of existing fire hydrants on private property, unless easements are provided.
- E. Fire service on private property have an annual charge billed to owner per current rate schedule issued by the Missouri Public Service Commission.
- F. The Company shall not be required to install new fire hydrants or relocate existing fire hydrants on roads or streets where the political entity having jurisdiction refuses or fails to issue a permit to the Company for such installation.
- G. New fire hydrants installed under this Tariff shall conform to AWWA specifications C502-64 or the latest revision thereof with 1 steamer outlet, 2 hose outlets, 5 1/4" valve opening, and be of the anti-freeze, self-draining type.

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Rule 17: Budget Billing

- A. **DESCRIPTION:** This budget billing calculation (Budget Billing) or commonly referred to as a level payment plan and is designed so that, to the extent possible, each of a subscribing customer's bills over a twelve-month period, from January to December will be the same amount. This Budget Billing plan amount is based on historical billings, and adjusted to reflect expected prices and usage, and is reviewed twice each year and, if necessary adjusted at that time for over-collections or under-collections
- B. **AVAILABILITY;** The Budget Billing plan is available to customers who qualify to receive service under Rule No. 2- Application for Service, and complete a Budget Billing application. All Budget Billing applications are reviewed and subject to rejection.
- C. The customer must not have been disqualified by the provisions from being on the plan previously and must have been in compliance with the General Terms and Conditions as approved by the Commission.
- D. **CALCULATIONS:** The monthly Budget Billing plan billing for service shall be based on actual billings during the most recent available twelve (12) month period at the same service location, as adjusted to reflect expected prices, and usage based on typical weather. If there are fewer than 12 months of billing history at the same service location, the Budget Billing plan billing may be based on the most recent twelve (12) month period at the same location, as adjusted to reflect expected prices and usage based on typical weather. If there are fewer than twelve (12) months of history for the premise, the Budget Billing plan will be based upon bills of similar residential units in the same area.
- E. **PAYMENT CRITERIA:** Budget Billing plan billings become due and payable as stated thereon.
- F. The election to receive service under this plan shall not modify or revoke the provisions of these General Terms and Conditions for water service concerning delayed payment charges and disconnection for non-payment.

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Rule 17: Budget Billing, cont'd

- G. **SETTLEMENT BALANCE:** Billings to customers participating in the Budget Billing plan will show the amount owed to the Company (“undercollection”) or the amount owed to the customer (“overcollection”) based on the accumulated dollar amounts paid to date under the Budget billing plan as compared to the accumulated dollar amount accrued based on actual usage and rates.
- H. **BILLING ADJUSTMENTS:** The accounts participating in the Budget Billing plan will be reviewed in February and July of each year, with any changes appearing on the bill in March and August. Budget billing accounts may also be reviewed and changed at other times if circumstances warrant.
- I. The February review of accounts participating in the Budget Billing shall be handled as follows:
1. If the February settlement balance results in an undercollection from the customer and is less than or equal to the monthly Budget Billing plan amount, the Budget Billing plan amount is the amount due to the Company and will be included in computing the next semi-annual monthly Budget Billing plan effective with the March bill.
 2. If the February settlement balance results in an undercollection from the customer which is greater than the monthly Budget Billing plan amount, the settlement balance will be amortized over twelve (12) months and included in computing the next plan semi-annual monthly Budget Billing plan effective with the March bill.
 3. If the February settlement balance results in an overcollection from the customer, the overcollection will be applied to the customer’s account.
 4. Whether the February settlement balance results in an undercollection or an overcollection, all customers will be mailed a March billing statement informing the customer of the status of their account.

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Rule 17: Budget Billing, cont'd

- J. The July review of accounts participating in the Budget Billing shall be handled as follows:
1. If the July settlement balance results in an undercollection from the customer and is less than or equal to the monthly Budget Billing plan amount, the Budget Billing plan amount is the amount due to the Company and will be included in computing the next plan semi-annual monthly Budget Bill plan effective with the August bill.
 2. If the July settlement balance results in an undercollection from the customer which is greater than the monthly Budget Billing plan amount, the settlement balance will be amortized over twelve (12) months and included in computing the next plan semi-annual monthly Budget Billing plan effective with the August bill.
 3. If the July settlement balance results in an overcollection from the customer, the overcollection will be applied to the customer's account.
 4. Whether the July settlement balance results in an undercollection or an overcollection, all customers will be mailed an August billing statement informing the customer of the status of their accounts.
- K. **INTEREST:** No interest shall be due to or from the customer on the difference between the accumulated dollars accrued based on actual usage and rates and the amounts paid to date under the Budget Billing plan.
- L. **TERMINATION AND DISCONTINUANCE:** A customer may be removed from the Budget Billing plan for any of the following reasons:
1. Service to the customer is discontinued pursuant to Rule 14,
 2. The customer requests termination of the plan, or
 3. Violation of any rules in the tariff.

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Rule 17: Budget Billing, cont'd

- M. If any customer in the plan shall cease, for any reason, to participate in the plan, then the Company may require payment in full of any outstanding balance prior to being reinstated on the plan.
- N. The customer may be required to bring the account to the current balance upon termination or discontinuance of the Budget Billing plan. Any amount owed to the customer upon termination or discontinuance of the Budget Billing plan, the amount will be applied to the customers account balance.

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