

The Raytown Water Company
Name of Issuing Company

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

Rules Governing Rendering of Water Service

Table of Contents

<u>Rule No.</u>		<u>Sheet No.</u>
	Table of Contents	2
	Map of Service Area	4
	Description of Service Area	5
	Billing of License, Occupation, Franchise or Similar Fees or Taxes	8
	Schedule of Rates	9
	Private Fire Service Charges	10
	Schedule of Service Charges	11
1	Definitions	15
2	Application for Service	18
3	Deposit to Guarantee Payment	20
4	Customer's Installation	22
5	Service Connections and Taps	23
6	Cross Connection Control and Backflow Prevention	27
7	Meter Installations	32
8	Meter Testing	33
9	Terms and Conditions of Billing and Payments	34
10	Bill Adjustments Based On Meter Tests	37
11	Termination of Service By Customer	38
12	General Rules	39
13	Discontinuance of Service by Company	40
14	Temporary Service	42
15	Extensions of Water Mains	43
16	Fire Hydrants	45
17	Budget Billing	46

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Issue Date: September 3, 2015
Month/Day/Year

Effective Date: October 23, 2015
Month/Day/Year

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

9820 E. 63rd Street, Raytown, MO 64133
Company Mailing Address

Name of Utility: The Raytown Water Company

For: Raytown MO & Territory Adjacent Thereto

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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 on the size of the water meters as follows:*

Meter Size	Charge	Meter Size	Charge
5/8"	\$11.31	2.0"	\$53.88
1.0"	\$20.53	3.0"	\$96.30
1.5"	\$35.67	4.0"	\$156.88

There shall be a metered usage charge applied on a monthly basis, and billed by the Company on a monthly basis of \$7.11 per 1,000 gallons. "

+Bulk Water Service Rate:

Bulk Water sales shall be at the rate of \$0.25 per 33.4 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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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 \$186.06 annually

Automatic Sprinkler System

Rates

+

<u>Tap Size</u>	<u>Annual Charge</u>
2.0" or less	\$24.79
4.0"	\$98.63
6.0"	\$207.78
8.0"	\$373.99
10.0"	\$631.28

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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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 for service 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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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:

- $\frac{3}{4}$ During regular business hours \$20.00/hr per person Minimum 1 hr increments
- $\frac{3}{4}$ 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 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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Rules Governing Rendering of Water Service

Rule 1: Definitions *

- A.** An **Applicant** is a person, firm, corporation, governmental body, or other entity which has applied for service; two or more APPLICANTS may make one application for a main extension.*
- B. 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.
- C. Budget Billing Plan:** Allows customers to be billed a set amount in each billing cycle.
- D. City:** Jurisdiction in which the service address is governed by, either the City of Raytown, Independence or Kansas City.
- E. Commercial:** Commercial customers shall mean those whose use of water is of a non-residential, non-manufacturing and non-mining character.
- F. Company:** Raytown Water Company, acting through its officers, managers, or other duly authorized employees or agents.*
- G. 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.
- H. 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.
- I. Curb Stop:** is a valve on the Service Connection, located at or near the Customer's property line, and used to shut off water service to the premises. The Curb Stop is owned and maintained by the Company.*
- J. Customer:** Any adult individual, firm, partnership or entity receiving water service from Raytown Water Company.
- K.** The **Date Of Connection** shall be the date of the permit for installation and connection issued by the Company. In the event no permit is taken and a connection is made, the date of connection shall be based on available information such as construction/occupancy permits, electric service turn-on date, or may be the date of commencement of construction of the building upon the property.*

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- L. Discontinuance Of Service:** is the intentional cessation of service by the Company not requested by the Customer.*
- M. Delinquent Charge:** A charge remaining unpaid after twenty-one (21) days from the rendition of a bill for a monthly billed customer.
- N. Delinquent Date:** The day after the date stated on a bill when the charge is considered due and payable.
- O. Domestic use:** That portion of metered water service, which an individual purchaser uses for non-business, noncommercial or non-industrial purposes.
- P. 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.
- Q. 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.
- R. 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.
- S. Landlord:** The owner of a house, apartment, condominium, or real estate which is rented or leased to an individual or business.
- T. 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.
- U. Living Unit:** A dwelling for use by one family.
- V. Meter:** A device, owned by the Company, used to measure and record the quantity of water that flows through the service line, and is installed in the outdoor meter setting, or inside the Customer's building where the water service line enters through a foundation wall.*

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- W. Meter Setting:** Includes the meter box, meter yoke, lid and appurtenances, all of which shall be owned and maintained by the Company.
- X. Payment Extension:** A verbal agreement between the utility and the customer extending the due date of payment for fifteen (15) days or less.
- Y. 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.
- Z. Premises:** That separate walled portion of any building undivided by any common area, or that separate portion of a single contiguous tract of tank (including all improvements thereon) undivided by any way for use by the public, as designated by customer(s) in the application.
- AA. Residential Service:** Use of water is for non-commercial or non-industrial purpose.
- BB. Returned Check:** Any check returned from the bank unpaid
- CC. Service Connection:** is the pipeline connecting the main to the Customer's water service line and includes the curb stop, or outdoor meter setting and all necessary appurtenances located at or near the property line. This service connection shall be owned and maintained by the Company. If the property line is in a street, and if the curb stop or meter setting is not located near the edge of the street abutting the Customer's property, the said service connection shall be deemed to end at the edge of the street abutting the Customer's property.
- DD. Tenant:** Someone who pays rent to use land or a building or a car that is owned by someone else;
- EE. Termination of service/termination:** A cessation of service requested by a customer.
- FF. Turn-Off** is the act of turning water service off by physically turning a valve such that water is unavailable to a Customer's premises.*
- GG. Turn-On** is the act of turning water service on by physically turning a valve to allow water to be available to a Customer's premises.*

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- HH. 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.
- II. 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 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
- G. The point of delivery of water service shall be at the connection of the Customer's service line to the Company's service connection.*

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- H.** 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.
- I.** 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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- H. 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 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.
- I. The Company may not refuse to return a Customer's deposit for failure to present the original receipt as long as the Customer can prove their identity. +
- J. The Company shall provide means whereby a Customer, required to make 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)(1). +
- K. 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 the utility service for a period of twelve (12) successive months. Payment of a charge is satisfactory if 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 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 for service. 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 and constructs service connections after proper application for service by customers or their authorized agents and all fees are paid. Taps are made and service connections constructed by the Company in consideration of payment of the connection fee by applicant. 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 and construct service connections.
- D.** When application for service is made to the Company, the customer/contractor is responsible for any payment of all necessary plumbing and excavation permits from any city, county and Company, or other authority having jurisdiction over such work. The Company shall be given at least three (3) business days' notice in advance of the time a tap is to be made and an application fee for new service must be 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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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. Bills are considered delinquent if not paid within twenty-one (21) days of the bill date, unless the date due falls on a non-business day in which case payment must be received by the next business day.

Acceptable forms of payment are:

1. ACH – Original application 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.

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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- 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-one (21) 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: BILL ADJUSTMENTS BASED ON METER TESTS

- A. Whenever any test by the Company of a meter while in service or upon its removal from service shall show such meter to have an average error of more than five percent (5%) on the test streams prescribed by the Missouri Public Service Commission, the Company shall adjust the Customer's bills by the amount of the actual average error of the meter and not the difference between the allowable error and the error as found. The period of adjustment on account of the under-registration or over-registration shall be determined as follows:
1. Where the period of error can be shown, the adjustment shall be made for such period; or
 2. Where the period of error cannot be shown, the error found shall be considered to have existed for three (3) months preceding the test.
- B. If the meter is found on any such test to under-register, the Company may render a bill to the Customer for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as above outlined. Such action shall be taken only when the Company was not at fault for allowing the inaccurate meter to remain in service.
- C. If the meter is found on any such test to over-register, the Company shall refund to the Customer any overcharge caused during the period of inaccuracy as above defined. The refund shall be paid within a reasonable time and may be in the form of a bill credit.

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Rendering of Water Service**

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, by giving not less than twenty-four (24) hours notice. 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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Month/Day/Year

Effective Date: October 23, 2015
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Name & Title of Issuing Officer

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**Rules Governing
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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. 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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Rules Governing Rendering of Water Service

Rule 13: Discontinuance of Service by Company

A. The Company may discontinue service for any of the following reasons:

1. Non-payment of a delinquent account not in dispute; or
2. Failure to post a security deposit or guarantee acceptable to the utility; or
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
4. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement; or
7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
8. Violation of any of these Rules and Regulations on file with and approved by the Missouri Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system; or
9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations 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 and Regulations.

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B. None of the following shall constitute sufficient cause for the Company to discontinue service:

1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or
2. The failure of the Customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule; or
3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or
6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.

C. The Company may discontinue service after notice by first class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. If written notice is hand delivered to the Customer, it shall be done at least ninety-six (96) hours prior to discontinuance. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day.

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D. A discontinuance notice provided to a customer shall include:

1. The name and address of the Customer, the service address if different than the Customer's address; and
2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
3. How the customer may avoid the discontinuance; and
4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.

E. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).

F. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.

G. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Missouri Public Service Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.

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- H. The provisions of paragraphs C. and E. above may be waived if safety of Company personnel while at the premises is a consideration.
- I. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.
- J. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable. 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 card only. All debit cards will be processed as Credit.
- K. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- L. The Company shall deal with Customers and handle Customer accounts in accordance with the Missouri Public Service Commission's Utility Billing Practices.
- M. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.
- N. 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.
- O. 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.
- P. 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.

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

N. 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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**Rules Governing
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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 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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Rules Governing Rendering of Water Service

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 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. Applicant shall enter into an agreement with the Company. At the time of the execution of the agreement the Applicant 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 Applicant 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. Applicant 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 APPLICANT 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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Rules Governing Rendering of Water Service

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 will 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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