

Name of Utility: The Raytown Water Company
 Service Area: Raytown, MO & Territory Adjacent Thereto

**Rules and Regulations Governing Rendering of
Water Service**

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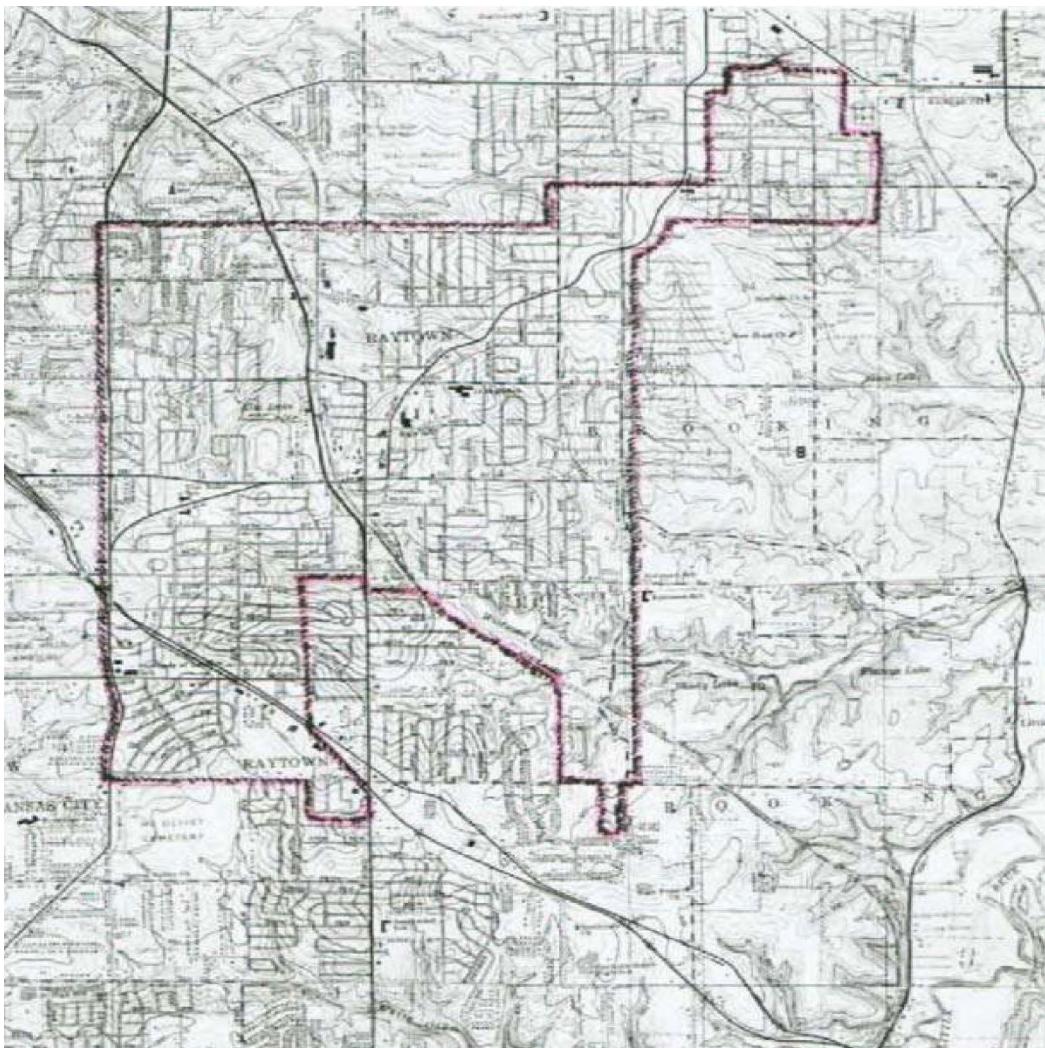
ISSUED BY Neal Clevenger, President
 Name and Title of Issuing Officer

10017 E. 63rd Street Raytown, MO 64133
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Map of Service Area



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Legal 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 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. 4 7th 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

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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. 4 75 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; 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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**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 unmetered 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 "Unmetered 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) RSMo, 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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Schedule of Rates

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

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"	\$18.83	2.0"	\$89.63
1.0"	\$34.14	3.0"	\$160.21
1.5"	\$59.33	4.0"	\$260.97

Bulk Water Service Rate: Bulk Water sales shall be at the rate of \$0.25 per 19.32 gallons

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

PRIMACY FEE: There shall be added to the Customer's bill, as a separate item, the amount of the Safe Water Act primacy fee authorized and required by Section 640.100 of the Revised Statutes of Missouri.

TAXES: These rates do not include any municipal, state or federal taxes computed on either billing or consumption basis. Any such taxes applicable shall be added as separate items in rendering each bill.

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Schedule of Service Charges

The following Miscellaneous Charges apply as authorized and described elsewhere in the Company's filed Rule and Regulations:

New Service Connection Fee	Actual Cost
Consists of the costs incurred by the Company for construction including parts, material, labor and equipment, but excluding the cost of the meter. See Rule 5 B.	
Service Connection Inspection Fee	\$25
See Rule 5 B. 2 and 5 B. 3.	
Water Service Line Inspection Fee	\$25
See Rule 5 C.	
Turn-On/Turn-Off Fee	\$25
Reconnect requested after hours	\$40
On-Site Collection Charge	\$15
This charge will be added to the current bill if the Company personnel is on-site to disconnect the service when the Customer pays the bill in-person or by telephone	
On-site Collection Charge	\$15
This charge will be added to the current bill if the Company personnel is on-site to disconnect the service when the Customer pays the bill. The disconnection fee may not be assessed if the service is not physically disconnected.	
Meter Test Fee	Actual Cost
See Rule 12 B.	
Late Charges	\$5 or 3%
The late charge is calculated monthly with the greater amount above being added to the delinquent	
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bill in accordance with Rule 10 G.

Returned Check Charges \$25

Schedule of Service Charges continued

Service Calls for Damages caused by Customer Actual cost but not less than \$40

Meter Reinstallation Charges Actual cost

If meter is pulled for non-payment, unapproved usage, tampering or non-compliance with cross connection/backflow prevention.

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 the customer.

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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: \$341.50 annually *

Automatic Sprinkler System

Rates *

Tap Size	Annual Charge
2" or less	\$45.50
4"	\$180.00
6"	\$378.20
8"	\$680.70
10"	\$1010.90

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

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to the Company.

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. The "BILLING PERIOD" is 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. A "BUDGET BILLING PLAN" allows customers to be billed a set amount in each billing cycle.
- D. The "CITY" is the jurisdiction in which the service address is governed by, either the City of Raytown, Independence or Kansas City.
- E. "COMMERCIAL" refers to customers whose use of water in non-residential, non-manufacturing and non-mining.
- F. The "COMPANY" is The Raytown Water Company, acting through its officers, managers, or other duly authorized employees or agents.
- G. "COMPANY PROPERTY" refers to all belongings and possessions owned by the Company, but not limited to the water meter, meter box, valves and fittings, the service connection from the meter setting to the Company water main in addition to all real property in the Company's name.
- H. "CROSS CONNECTION" refers to any connection or structural arrangement between the Company's public water supply and any source or system through which backflow can occur.
- I. The "CURB STOP" is a valve on the Service Connection, located at or near the

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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. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for water service or is receiving service from Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- 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.
- L. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- M. "DISCONTINUANCE OF SERVICE" is the intentional cessation of service by the Company not requested by the Customer.
- N. A "DELINQUENT CHARGE" is a charge remaining unpaid after twenty-one (21) days from the rendition of a bill for a monthly billed customer.
- O. The "DELINQUENT DATE" is the day after the date stated on a bill when the charge is considered due and payable.
- P. "DOMESTIC USE" is that portion of metered water service, which an individual purchaser uses for nonbusiness, noncommercial or non-industrial purposes.
- Q. "ELECTRONIC BILLING" (E-bill) is 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.
- R. "INDUSTRIAL" refers to customers whose use of water changes raw or unfinished

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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" is the owner of a house, apartment, condominium, or real estate which is rented or leased to an individual or business.
- T. "LATE PAYMENT CHARGE" is 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. The "MAIN" is 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.
- V. The "METER" is 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.
- W. The "METER SETTING" is a place either in the service connection or building plumbing for a water meter to be installed. An outdoor meter setting is located at or near the property line, and includes the meter box, meter yoke, lid, and appurtenances, all of which shall be owned and maintained by the Company. Indoor meter settings are located inside the Customer's premises where the water service line enters the foundation wall either installed directly in the piping or in a meter yoke.
- X. A "PAYMENT EXTENSION" is a verbal agreement between the utility and the

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customer extending the due date of payment for fifteen (15) days or less.

Y. "PREMISES" is 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

Z. "RESIDENTIAL" refers to customers whose use of water is for non-commercial or non-industrial purposes.

AA. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.

BB. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during periods of seasonal absence or turn-off.

CC. The "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, or at the property line if there is no curb stop or outdoor meter setting. 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 service connection shall be deemed to end at the edge of the street abutting the Customer's property. The service connection shall be owned and maintained by the Company.

DD. A "SUBDIVISION" is any land in the state of Missouri which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.

EE."TERMINATION OF SERVICE" is cessation of service requested by the Customer.

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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.

HH. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each domicile within a multi-tenant building is a separate unit. Each mobile home in a mobile home park and each rental unit of a multi-tenant rental property are considered as separate units for each single family or firm occupying same as a residence or place of business.

II. The "WATER SERVICE LINE" is a pipe with appurtenances installed, owned and maintained by the Customer, used to conduct water to the Customer's unit from the property line, curb stop or outdoor meter setting, including the connection to the curb stop or 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 GENERAL RULES & REGULATIONS

- A. Every applicant, upon signing an application for any water service rendered by the Company, or any Customer upon taking of water service, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in these numbered sheets. The rates applicable to appropriate water service or service in particular service areas are set forth in rate schedules and constitute a part of these Rules and Regulations.
- C. The Company reserves the right, subject to authority of the Missouri Public Service Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time to time deem necessary and proper.
- D. After the effective date of these Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations, and in accordance with the statutes of the state of Missouri and the Rules and Regulations of the Missouri Public Service Commission. Pre-existing facilities that do not comply with applicable Rules and Regulations may remain, provided that their existence does not constitute a service problem or improper use, and reconstruction is not practical.
- E. The point of delivery of water service shall be at the connection of the Customer's service line to the Company's service connection.
- F. 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 identify themselves and such inspections shall be conducted during reasonable hours.

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Rule 3 COMPANY EMPLOYEES AND CUSTOMER RELATIONS

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any services rendered to its Customers except as covered in the Company's Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the intent of these Rules and Regulations.
- C. The Company shall not be responsible for damages caused by any failure to maintain water pressure or water quality, or for interruption, if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages due to, or interruptions caused by, defective piping, fittings, fixtures and appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to Acts of God, civil disturbances, war, government actions, or other uncontrollable occurrences.

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Rule 4 APPLICATIONS FOR SERVICE

- A. A written application for service, signed by the Customer, stating the type of service required and accompanied by any other pertinent information, will be required from each Customer before service is provided to any unit.
- B. 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.
- C. 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.
- D. If service is requested at a point not already served by a main of adequate capacity, a main of adequate size shall be extended as may be necessary in accordance with Rule 14.
- E. When, in order to provide the service requested a main extension or other construction or equipment expense is required, the Company may require a written contract. Said contract may include, but not be limited to, the obligations upon the Company and the applicant, and shall specify a reasonable period of time necessary to provide such service.

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Name and Title of Issuing Officer

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Mailing Address

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Rule 5 INSIDE PIPING AND WATER SERVICE LINES

- A. The Company will provide water service at the outdoor meter, at the curb stop if an indoor meter setting is utilized; or at the property line if neither an outdoor meter nor a curb stop exists at or near the property line, or at the edge of the street if such property line is in the street. Separate buildings shall be served through separate water service lines if they are not on one lot that cannot be subdivided.
- B. The service connection from the water main to the Customer's property line shall be owned and maintained by the Company. Construction of the service connection, outdoor meter setting and curb stop shall be accomplished in one of the following ways at the Customer's option:
 - 1. The Company will construct the service connection, outdoor meter setting and curb stop, as necessary, and make the connection to the main, within three (3) business days of an application for service, or within the time period specified in an application for service (See Rule 4). The Customer shall be responsible for payment of the New Service Connection Fee, as specified by or provided for in the Schedule of Service Charges; or,
 - 2. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and make the connection to the main, subject to prior approval of the Company; or,
 - 3. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting. Only the Company or its authorized agents may tap the water main and construct service connections. The Customer shall be responsible for payment of a New Service Connection Fee as specified by or provided for in the Schedule of Service Charges.
- C. A service connection installation constructed by the Customer as provided for in paragraphs B. 2. or 5 B. 3., above, is subject to inspection by the Company. The Service Connection Inspection Fee as specified in the Schedule of Service Charges shall apply if the Company must make a trip solely to conduct an inspection of a

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service connection constructed by the Customer, and shall not apply if the inspection of a service connection is accomplished at the same time as a tap is made for the Customer, or the same time as an inspection of the water service line as provided for in paragraph D., below, or if the Company installs the service connection as provided in 5 B. 1., above.

- D. Water service line construction and maintenance from the property line, curb stop or meter setting, including the connection to the curb stop or meter setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. The Customer shall be responsible for any applicable fees as listed in the Schedule of Service Charges.
- E. Customers shall be responsible for the cost of repairing any damage to the Company's mains, curb stops, valve boxes, meters, and meter installations caused by the Customer, Customer's agent, or tenant.
- F. Existing water service lines and service connections may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities.
- G. The water service line shall be brought to the unit at a depth of not less than thirty-six inches (42") and have a minimum inside diameter of three-quarters inch (3/4"). The distance between the grade level and the center of yoke with the yoke in proper position shall be 20". The Customer is responsible for the determination of whether or not a larger size is needed to provide adequate flow to the unit. A valve must be installed in the service line where it enters the unit. This valve must be kept in good repair in order to shut off the water supply and drain the inside plumbing, if necessary.
- H. Water service lines and inside piping shall be of material conforming to recognized standards for potable water service and shall have a pressure rating of at least one hundred sixty (160) psi working pressure.
- I. The Company will not install a service connection to a vacant lot if such lot is not intended and recognized by the Company to be for intermittent use such as camping

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or picnic activity in a recreational subdivision, and the Customer installs a frost-free lockable hydrant at any point of use.

- J. Any change in the location of an existing service connection requested by the Customer shall be made by the Company or with the Company's approval, at the Customer's expense.
- K. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.
- L. Neither water service lines nor service connections may be extended along public streets or roadways or through property of others in connecting with the Company's mains. The service connection may, however, extend through the water main easement and roadway easement as necessary in order to be connected to a main located across and adjacent to a street in front of the Customer's living unit. The service connection and service line must be laid in a straight line and at right angles to the main and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction, landlocked property, or a clear impossibility to construct a future main extension for further subdivision development or additional future customers, will be at the discretion of the Company.
- M. Any Customer having a plumbing arrangement, or a water-using device that could allow backsiphonage of any chemical, petroleum, process water, water from a questionable supply, or other substance that could create a health hazard or damage to the water system; or, any Customer's plumbing classified as an actual or potential backflow hazard in the Regulations of the Missouri Department of Natural Resources shall be required to install and maintain a backflow prevention device. This rule may also apply to Customers on whose premises it is impossible or impractical for the Company to perform a cross connection survey. The device, installation, location and maintenance program shall be approved by the Company. To see the Company's detailed cross connection control and backflow prevention rule, go to the Company's website at www.Raytownwater.net.

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- N. 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.
- O. 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.
- P. 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.

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Q. 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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Rule 6 IMPROPER OR EXCESSIVE USE

- A. No Customer shall be wasteful of the water supplied to the unit by the Customer's willful action or inaction. It shall be the responsibility and duty of each Customer to maintain all piping and fixtures at the unit in a good and efficient state of repair at all times.
- B. No Customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The Company shall deny or discontinue service where Customer's water service line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customer's or the Company's facilities.
- C. The Customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the Company's mains.
- D. The Customer shall not tamper with, remove, or willfully damage a water meter or attempt to operate the shutoff cock on the service connection or meter yoke, or allow any such action. Licensed plumbers may operate such valves in order to work on the Customer's premises and to test their work, but must leave such valves open or closed as found.
- E. The Customer shall not attempt to take unmetered water from the Company mains either by an unauthorized tap or direct connection to service connection nor by connection to a fire hydrant.
- F. Customers will not be permitted to supply water in any way to premises other than the service address, nor to permit others to use their hose or attachments, nor leave them exposed to use by others without permission from the Company.

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Rule 7 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

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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.

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 and Regulations, 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

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- 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.
- 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

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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.
- 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.

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- 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.
- 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, handle Customer accounts, and manage discontinuance of service procedures 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.

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Rule 8 TERMINATION OF WATER SERVICE AT CUSTOMER'S REQUEST

- A. Service will be terminated at the Customer's request, by giving not less than twenty-four (24) hours notice to the Company during its regular office hours. The Company shall, on the requested day, read the Customer's meter and charges for water service rendered up to and including the time of termination shall be computed and will become due and payable immediately.
- B. A Customer may request temporary turn-off by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. Turn-off and turn-on charges shall apply, and are specified in the Schedule of Service Charges.

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Rule 9 INTERRUPTIONS IN SERVICE

- A. The Company reserves the right to discontinue water in its mains at any time, without notice, for making emergency repairs to the water system. Whenever service is interrupted for scheduled repairs or maintenance, Customers affected by such interruptions will be notified in advance whenever it is possible to do so. Every effort will be made to minimize interruption of service.
- B. No refunds of charges for water service will be made for interruptions of service unless due to willful misconduct of the Company.
- C. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate water usage in a reasonable and non-discriminatory manner.

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Rule 10 BILLS FOR SERVICE

- A. The charges for water service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Other applicable service charges are set forth in the Schedule of Service Charges in these Rules and Regulations.
- B. A Customer who has made application for, or is receiving the benefit of, water service to a unit shall be responsible for payment for all water service provided to the Customer at said unit from the date of connection until the date requested by the Customer by proper notification to the Company to terminate service.
- C. Each Customer is responsible for furnishing the Company with the correct address. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer's application unless the Company is notified in writing by the Customer of a change of address.
- D. Payments shall be made at the office of the Company or at other convenient locations as may be designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- E. Acceptable forms of payments 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.raytownwater.net. Customer must have Book, Account and Service Address to access account

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online. A third-party vendor fee will be assessed to the customer for each completed transaction for handling secured transactions in accordance with the schedule of service charges.

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, or personal check - Accepted in the Office during hours and in the drop box and mail. No post-dated checks will be accepted. Checks returned for any reason will be charged a return check charge in accordance with the schedule of service charges.

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. A third-party vendor fee will be assessed to the customer for each attempted transaction in accordance with the schedule of service charges.

F. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.

G. A separate bill shall be rendered for each Customer with itemization of all water service charges. All bills for service shall state the due date. The Company shall render bills monthly.

H. Monthly bills shall be due twenty-one (21) calendar days from the date of rendition, unless such due date falls on a Sunday, a legal holiday, or other day when the office is closed, in which case the due date shall be extended to the next business day. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 7. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the

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Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.

- I. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be the monthly or quarterly minimum plus an amount based on the water used at the commodity (water usage) rate or one-half (1/2) of the flat rate if applicable.
- J. The Company may require a security deposit or other guarantee as a condition of new service if the Customer:
 1. Still has an unpaid account with a utility providing the same type of service accrued within the last five (5) years; or,
 2. Has diverted or interfered with the same type of service in an unauthorized manner within the last five (5) years; or,
 3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.
- K. The Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued service if:
 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
 2. The utility service to the unit has been diverted or interfered with in an

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unauthorized manner; or,

3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods.

L. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.

M. Interest shall be payable annually on all deposits but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.

N. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.

O. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.

P. All billing matters shall be handled in accordance with the Missouri Public Service Commission's Rules and Regulations regarding Utility Billing Practices, 20 CSR 4240-13.

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Name of Utility: The Raytown Water Company
Service Area: Raytown, MO & Territory Adjacent Thereto

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Rule 11 METERS AND METER INSTALLATIONS

- A. When water meters are utilized for billing, the Company shall furnish and install a suitable meter for each Customer, and the Company's installed meter shall be the standard for measuring water used to determine the bill. All meters shall be furnished, installed, maintained and removed by the Company and shall remain its property.
- B. The Company shall have the right to determine, on the basis of the Customer's flow requirements, the type and size of meter to be installed and location of same. No meter size selection will be based solely on the size of the Customer's service line. If flow requirements increase or decrease subsequent to installation and a larger or smaller meter is requested by the Customer, the cost of installing such larger or smaller meter shall be paid by the Customer.
- C. Domestic water service to any one Customer at a single premises shall be furnished through a single service connection. Individual units of a multi-unit building may have separate connections and meter installations only if each unit has separate plumbing, ground-level space, an individual service connection and meter installation location, and frontage to a Company-owned main. For multi-unit buildings with one service connection and meter installation, the inside piping may be rearranged at the Customer's own expense so as to separate the units and meter tenants, then divide the bill accordingly.
- D. The owners of premises wherein meters are located shall be held responsible for the safekeeping of the Company's meters and metering appurtenances, and are required to keep meters located within their property accessible to the Company for reading and for meter changeouts. If a Customer limits accessibility, or fails to protect a meter against damage, the Company may discontinue service and/or refuse to supply water until accessibility is restored and the Company is paid for any such damage. The amount of the charge shall be the cost of the necessary replacement parts and the labor cost necessary to make the repair.

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- E. If the Company determines that no suitable outdoor location is available, then the meter may be installed inside the Customer's premises where the water service line enters the building and just downstream of the inside shutoff valve. The Company shall install a curb stop within the service connection at or near the property line as practical. When the meter is installed inside the Customer's premises, the Customer will either provide a meter yoke to accept installation of the Company's meter, or provide proper fittings for the house plumbing pipe to allow for direct installation of the Company's meter, along with a proper grounding strap installed around the meter to prevent electric charge build-up on either side of the meter or while a meter is removed. If installation in a special setting is necessary, the excess cost of installation shall be paid by the Customer.
- F. If an existing basement meter location is determined by the Company to be inadequate or inaccessible, then the Customer must provide for the installation of a meter to be located at or near the Customer's property line. The Customer shall furnish or obtain from the Company, as appropriate, the necessary meter installation appurtenances conforming to the Company's specifications, and the cost of said appurtenances and labor shall be paid by the Customer.
- G. 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.
- H. Approved meter installation locations in dry basements, sufficiently heated to keep the meter from freezing, may remain provided the meter is readily accessible, at the Company's and Customer's convenience as determined by the Company, for servicing and reading and the meter space provided is located where the service line enters the building. The Company may, at its discretion, require the Customer to install a remote reading device at an approved location, for the purpose of reading the meter. It is the responsibility of the Customer and/or the owner of the premises to provide a location for the water meter which, in the event of water discharge as a result of leakage from the meter or couplings, will not result in damage. The Company's liability for damages to any and all property caused by such leakage shall in no event exceed the price of water

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service to the affected premises for one average billing period in the preceding year. Where damage is caused by the negligence of Company personnel at the premises, this limitation will not apply. If a Customer refuses to provide an accessible location for a meter as determined by the Company, the Company will notify the Staff of the Water and Sewer Unit of the Missouri Public Service Commission before ultimately refusing service or proceeding to discontinue service.

- I. The Customer shall promptly notify the Company of any defect in, or damage to, the meter setting.
- J. Any change in the location of any existing meter or meter setting at the request of the Customer shall be made at the expense of the Customer, and with the approval of the Company.

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Rule 12 METER TESTS AND TEST FEES

- A. Any Customer may request the Company to make a special test of the accuracy of the meter through which water is supplied to the Customer. This test will be made in accordance with water industry test procedures, and to check for accuracy as required by Regulations of the Missouri Public Service Commission.
- B. The Company reserves the right to remove and test a meter at any time and to substitute another in its place. In case of a dispute involving a question as to the accuracy of the meter, a test will be made by the Company upon the request of the Customer without charge if the meter has not been tested within twelve (12) months preceding the requested test; otherwise, an approved charge will be made if the test indicates meter accuracy within five percent (5%).
- C. A meter test requested by the Customer may be witnessed by the Customer or the Customer's duly authorized representative, except for tests of meters larger than two inch (2") inlet, which will be conducted by the water manufacturer. A certified copy of the test report will be provided to the Customer.
- D. If a test shows an average error of more than five percent (5%), billings shall be adjusted in accordance with Rule 13.

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Rule 13 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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Rule 14 EXTENSION OF WATER MAINS

- A. This rule shall govern the extension of mains by the Company within its certified area where there are no water mains.
- B. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.
- C. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company the amount determined in paragraph B. above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained, as per Rule 5 B. 1. or 3., and as specified in the Schedule of Service Charges. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains of twelve inches (12") or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company. 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.
- D. 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. 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.
- E. The cost to single-family residential applicant(s) connecting to a main extension for which other applicant(s) paid an amount determined in paragraph B., above, subject to subsequent adjustments for actual cost, shall be as follows:

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1. For single-family residential applicant(s) applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
2. For single-family residential applicant(s) applying for service in areas that are unplatte in subdivision lots, an applicant(s) cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times one hundred (100) feet.
3. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for a single-family residence in paragraphs D.1. or D.2. above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

<u>Meter Size</u>	<u>Flow Factor</u>
5/8"	1
1"	2.5
1 1/2"	5
2"	8
3"	15
4"	25

F. Refunds of funds paid by applicant(s) for any estimated costs or actual costs of a main extension shall be made to such applicant(s) as follows:

1. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.

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2. During the first ten (10) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with paragraph D. above. The refund shall be paid within a reasonable time after the money is collected.
3. The sum of all refunds to any applicant shall not exceed the total amount which the applicant(s) has paid.

G. Extensions made under this rule shall be and remain the property of the Company.

H. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new Customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such Customers.

I. Extensions made under this rule shall be of Company-approved pipe sized to meet water service requirements. If the Company chooses to size the extension larger in order to meet the Company's overall system requirements, the additional cost caused by the larger size of pipe shall be borne by the Company.

J. No interest will be paid by the Company of payments for the extension made by the applicant(s).

K. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the Company without cost to the Company, before the extension will be made.

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Rule 15 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 antifreeze, self-draining type.

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Rule 16 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. 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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- G. SETTLEMENT BALANCE: Billings to customers participating in the Budget Billing plan will show the amount owed to the Company ("under collection") 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 under collection 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 under collection 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 under collection or an overcollection, all customers will be mailed a March billing statement informing the customer of the status of their account.
- J. The July review of accounts participating in the Budget Billing shall be handled as follows:

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1. If the July settlement balance results in an under collection 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 under collection 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 under collection 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, or
2. The customer requests termination of the plan, or
3. Violation of any rules in the tariff.

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.

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N. The customer may be required to bring the account to the current balance upon termination of 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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