

RURAL WATER DISTRICT NO. 3, BUTLER COUNTY, KANSAS

RULES AND REGULATIONS

These Rules are issued in compliance with Section 82a-621 et. seq., Kansas Statutes Annotated, as amended, and the Bylaws of the District and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. If a provision of The Rules conflicts with a provision of the rate schedule, the provisions of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such action shall not affect the validity of the remaining portions.

Definitions: The following expressions when used herein will have the meanings as stated below:

Applicant: Any individual, firm, partnership, corporation or other agency owning land or purchasing land on contract located within the District, applying for water service.

Benefit Unit: A right entitling the holder to one water service.

Water Supply Unit: The holder of a benefit unit on a constant flow line may purchase such additional water supply units as the Board of Directors may approve.

Board: The Board of Directors of Rural Water District No. 3, Butler County, Kansas.

Consumer: Any individual, firm, partnership, corporation or other agency receiving water from the District's facilities and owning or occupying land located within the District in favor of which one or more benefit units have been subscribed and paid for.

Forfeiture: Loss of the right to continued water service combined with removal or locking of the water meter.

Termination: Permanent loss of all rights to water service.

Point of Delivery: The point of delivery shall be at the meter, unless otherwise specified in the Application for Water Service and Water Users' Agreement.

Service: The term service when used in connection with the supplying of water shall mean the availability for use by the consumers of water adequate to meet the consumers' requirements. Service shall be considered as available when the District maintains the water supply at normal pressure at the point of delivery, in readiness for the consumer's use, regardless of whether or not the consumer makes use of it. The monthly minimum meter charge will become due in accordance with Article VI of the By-laws.

Application for Water Service and Water User's Agreement: The agreement or contract between the consumer and the District, pursuant to which water service is supplied and accepted.

Water Service: A water service shall consist of facilities for supplying water to one residence or business establishment located on land within the District. A landowner must purchase a benefit unit and accept a water service for each residence or business establishment served.

Cross Connection: Any physical connection or arrangement between two (2) otherwise separate piping systems; one of which contains potable water of the public water supply system, and the second water of unknown or questionable safety, or steam, gases, chemicals, or substances whereby there may be backflow from the second system to the public water supply system.

GENERAL RULES

The supplying and taking of water will be in conformance with these Rules and the applicable rate schedule approved by the Board of Directors. Provided, however that such rate schedule is subject to change by action of the Board. Provided, further, that if at any time the Board of Directors determines that the total amount derived from the collection of charges is insufficient for the payment of operating costs, emergency repairs, debt service, and a reasonable reserve, the Board shall increase the minimum water rate for the first month thereafter in an amount sufficient to pay such operating costs, emergency repairs, debt service, and to accumulate reasonable reserves.

1. Applicants for service will be required to sign the standard Application for Water Service and Water Users' Agreement and turn in to the district along with the application fee. If, after review by the District's engineer and the Board of Directors we cannot service them, the application fee is refunded with the exception of the engineering fee. If the unit is approved then no refund can be made.

2. Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his home in readiness to accept service.

Service is for Sole Use of the Consumer:

A standard water service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell, or sub-meter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency.

Agreements with Governmental and Public Bodies:

The District through its Board of Directors may make specific water service contracts with the Federal Government, the State of Kansas, or agencies thereof, school districts, and municipal corporations, differing from stipulations set out in the rate schedule and Rules. Such contracts must receive approval by the Board of Directors.

Right of Access:

Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises to test control valves, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove its service equipment and shut off water upon discontinuance of service to consumers.

Continuity of Service:

The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extension, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses that might occur due to such necessary interruptions. The District does not accept responsibility for losses that might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

Violation and Right to Hearing:

Any violation of the By-Laws or Rules and Regulations of the District by a participating member, or a participating member's tenant, shall be sufficient cause for discontinuation of water service; provided, the District shall first comply with the following procedure to determine whether a violation has in fact occurred before water service is physically disconnected.

In the event of a violation, the Board of Directors shall cause to be mailed to such participating member (and tenant, if any) a notice setting forth the exact nature of the violation and informing the participating member (and tenant, if any) that water service will be disconnected unless (a) the violating is cured within ten (10) days from the date of the notice, or (b) a hearing before the Board of Directors is requested in writing within ten (10) days from the date of the notice. If the violation is not cured and a hearing is not requested within the time allowed, then disconnection of water service shall automatically result. If the violation is not cured, but a hearing is requested by the participating member (or tenant, if any) within the time allowed, the Board of directors shall fix a date for hearing which shall not be less than five (5) days no more than thirty (30) days from the date of request. At such hearing the Board of Directors shall hear and examine all evidence relevant to the issues and thereafter reach a decision as to whether a violation does exist and if so shall allow the participating member (and tenant, if any) a fixed time to cure the violation. If the violation is not cured within the time fixed, then disconnection of water service shall automatically result. If the violation is not cured permanent termination will be effective six (6) months from the date water service was disconnected.

CONTROL EQUIPMENT

Meters or flow control valves will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District, without cost to the consumer. A complete record of tests and histories of meters will be kept. The District will make meter tests according to methods of the American Waterworks Association, as often as deemed necessary by its Board of Directors.

Meters or Flow Control Accuracy:

Meters and flow control valves will be checked periodically at the direction of the Board of Directors. Flow control valves will be checked by means of a measuring cup and a stopwatch to assure reasonable accuracy. Service Meters whose errors do not exceed two percent (2%) fast or slow, shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that at ten percent (10%) load, unless a consumer's rate of usage is known to be practically constant in which case the error at such constant will be used.

Meter or Flow Control Valve Locations:

The meter will be set in meter box furnished and installed by the District near the user's property line, accessible to the meter reader. All meters shall be set horizontally and never connected into a vertical pipe. The meter will be installed at the grade which exists at the time of installation. Should the customer cause the grade to be altered in the future, they will be responsible for the cost of all necessary adjustments to the elevation of the meter.

The customer shall not landscape property in such a way as to interfere with the District's ability to read meters and/or repair and maintain meters, lines, or mains. If such landscaping interference exists, the landscaping will be removed at the landowner's expense. Under no circumstances will the District be responsible for the cost of repairing or replacing said landscaping.

Bills:

Customer with auto read meters will have their meter read by the district at the last of each month, and be billed shortly thereafter at the first of the following month. Water users without auto read meters (seasonal usage meters) will continue to read their own water meters on the last of each month and remit payment with coupon. Bills not received by the 16th of the month shall be subject to a ten percent (10%) late charge.

Termination proceeding will begin if an account becomes 30 days past due. Only one notice will be sent. An additional ten percent (10%) plus certified letter postage will be added to the balance due. Should more than one termination notice be necessary in a 12 month period an additional \$25.00 fee per notice must be paid.

Policy for Forfeiture and Termination:

A Benefit Unit shall be subject to forfeiture any time that any minimum monthly charge or charge for metered water remains unpaid for 30 days or longer after becoming first due and payable. Forfeiture shall occur only in accordance with the following procedure:

Notice shall be given to the Benefit Unit owner (and tenant, if any) at their last known address by certified mail, return receipt requested. Such notice shall state that the Benefit Unit is subject to forfeiture and the reason therefore.

The Benefit Unit owner (and/or tenant, if any) shall have the right to request a hearing if written notice is given to the District on or before the 16th of the month following the mailing of the notice. Upon receiving such request, the Board shall notify the interested parties of the time and place of hearing. At such hearing, the water subscriber and landowner may appear in person and may be represented by counsel. The Board shall provide for a written summary of the proceedings at such hearing. Written notice of the Board's determination shall be served upon all parties by certified mail within ten (10) days after such hearing. If any conditions are set by the Board for keeping the unit in service they will be stated in the notice of the Board's determination. Failure of the Benefit Unit owner, (or tenant, if any) to meet the stated conditions will result in immediate forfeiture without further notice to the subscriber.

Permanent termination will be effective six (6) months from the time the unit is locked and tagged for non-payment. Benefit Unit may be reinstated if payment is made in full up to six (6) months from the time meter was pulled or locked. The District shall reinstate a benefit unit terminated for nonpayment of fees and charges upon payment of all fees and charges due to the district in addition to any fees and charges accruing since the date of forfeiture, plus a benefit unit reinstatement fee of 20% of the district's current new benefit unit fee. If these costs exceed the cost of a new unit, the consumer may make application for a new benefit unit and pay the new benefit unit fee. If voluntarily forfeiting a meter a meter application and application fee will be required as well as engineer approval before meter can be added to system.

Reconnection Charges:

The reconnection charge for restoration of service, if reconnection is authorized and approved under the provision of the By-Laws of the District after each suspension of service because of delinquent payment or for other infraction of these Rules, shall be the unpaid amount charged to date against the consumer's benefit unit, plus a sum to cover the reasonable cost of labor necessary to make such reconnections.

Requested Meter or Control Valve Tests:

Meter tests requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent (2%) fast. Otherwise the consumer for whom the requested test was made will be charged for the cost of making the test.

Consumer's Responsibility:

The consumer shall be responsible for any damage to service equipment installed by the District for his service, on account of any cause other than normal wear and tear.

When a consumer is responsible for reading his own meter the consumer will be charged if the District is requested to take a reading or has to request a customer read their meter and the reading is not turned in within ten (10) days.

There will be a \$100.00 charge in addition to paying for a new meter and regulator if no attempt has been made to keep meter and regulators from freezing.

There will be a \$150.00 penalty above and beyond the actual cost of repairs if someone cuts into the water line and hasn't called Kansas One-Call for a locate prior to digging. The number is 1-800 -DIG-SAFE (1-800-344-7233).

If a customer is the first to report a confirmed leak on one of the district lines they will receive a \$10.00 confirmed leak payment award.

Change of Tenants:

It shall be the Benefit Unit Owner's responsibility to notify the District of changes in tenants.

Change of Ownership:

In the event the ownership of the land has changed and no request for transfer was initiated by the Benefit Unit owner, then the District shall consider the transfer of the Benefit Unit to the new owner upon proof of ownership of the land and payment of transfer fee as well as any back charges.

Main Extensions:

In extending a water main to serve an applicant, the applicant will be responsible for the cost of any line extensions.

Services:

The District will install and pay for all water services piped (except for private fire protection) from its mains to the meter on pressure lines and to the float valve at the owner's reservoir for constant flow lines. The cost of the service line and installation will be paid for by the applicant. The service line for meters shall not be less than ¾ inch in size. The District will also install and pay for the District dock, meter, meter setting for pressure lines and will pay for the flow control valve, strainer, float valve and insulated valve box on constant flow lines. The meter or constant flow valves will be set in front of the premises to be served or at the closest point on the consumer's premises designated by the District

Cost of Benefit Units:

The cost of a Benefit Unit will be determined by the Board of Directors. The customer is responsible for paying for any road crossing, line extension, etc. from the main to consumer's meter.

Applicants Having Excessive Requirements:

In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing plant without adversely affecting service to other consumers to an unreasonable extent, the District will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover necessary investment in additional plant.

Cross Connection Control Program:

1. The district will make every effort to maintain record of high hazard connections within the system. Customers will be surveyed for potential plumbing cross connections and surveys kept on file. Current customers with high hazard connections will be contacted yearly regarding these connections. If required, testing certifications will be required yearly. New customers and/or changes of ownership will be sent a survey for completion and tracking. Every RWD #3 customer has a civic duty to help safeguard their own system and the district from cross connection and contamination.

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

NOTE: The Rules & Regulations of Rural Water District No. 3 have been amended and new ones adopted from time to time by action of Board of Directors. The Rules and Regulations contained in this printing reflect said changes adopted by the Board of Directors as of May 13, 2020.

Board of Directors

Rural Water District #3

Butler County, Kansas

