

JACKSON COUNTY PUBLIC WATER SUPPLY DISTRICT #12

# CUSTOMER HANDBOOK

DISTRICT POLICIES AND PROCEDURES



Dedicated to excellence in providing the best possible potable water service to residential and business customers in southern Jackson County, Missouri.

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## INTRODUCTION

**Welcome to Jackson County Public Water Supply District #12.** As a new water user, we welcome you to our District and hope the information in this handbook is helpful. If you have any questions, please feel free to contact the office. We will be happy to answer any questions and/or concerns.

**Office Hours** are from 7:30 am to 4:30 pm, Monday thru Friday. The office is closed from noon to 1:00 pm daily.

**Water Main Breaks and After Hours** Please call our emergency answering system at 816-537-6856, Option 1, and leave the requested information. This service is for emergencies only.

The District was formed under Chapter 247 of the Missouri State Statutes and is in compliance with the Rules and Regulations established by the Environmental Protection Agency and the Missouri Department of Natural Resources pertaining to the Safe Drinking Water Act and Lead and Copper Rule.

Monthly samples of our water are collected twice a month and tested at the Missouri State Health Laboratory in Jefferson City, Missouri.

Public Water Supply District #12 does not treat or disinfect water. The District purchases pretreated water from Kansas City Water Services and Tri-County Water Authority. Test analysis report from the District's supply sources are available at the District office.

Visit our website at [www.jacowater12.com](http://www.jacowater12.com)

## PURPOSE

THE PURPOSE OF THIS CORPORATION SHALL BE THAT OF NON-PROFIT PURPOSES. WATER DISTRICT #12 SHALL BE A DOMESTIC WATER SUPPLIER AND SOLE PURPOSE IS TO SUPPLY DOMESTIC POTABLE WATER. ANY OTHER USE IS INCIDENTAL AND MUST BE APPROVED BY THE DIRECTORS OF THE PUBLIC WATER SUPPLY DISTRICT.

## BOARD OF DIRECTORS

The District is managed by a five-member Board of Directors that are elected by the user to serve terms of three years.

The Board of Directors meet at 7:00 PM on the first Tuesday of every month at the District Office. The meetings are open to the public.

Items for Board consideration must be submitted to the Board secretary in writing no later than the third Friday of the month.

Directors of the Board may be re-elected for additional terms of three years. According to Missouri House Bill 620 "... if the number of candidates is no greater than the number of directors to be elected, no election shall be held, and the candidates shall assume the responsibilities of their offices at the same time in the same manner as if elected".

State statutes require candidates must reside within the sub-district in which they represent for one year prior to the election.

## GENERAL

### **ESTABLISHMENT OF POLICIES**

These rules and regulations have been adopted to govern the water services furnished by the District in a uniform manner for the benefit of the District, and its' water users and are subject to change as herein provided without notice to any water user or any other person. Any amendment or change to these rules and regulations shall be effective on the date such an amendment or change is passed by the Board of Directors. If any portion of these rules and regulations shall be declared invalid by competent authority, such invalidity shall not affect validity of the remaining portion.

### **AUTHORITY**

No employee or agent of the District shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of intent of these rules and regulations, or of the bylaws of the District, or the laws of the State of Missouri.

### **COMPLAINTS**

Any complaint against the service, employees or Policies, Rules and Regulations of the District should be made at the office of the District in writing.

### **AGREEMENTS WITH GOVERNMENTAL AND PUBLIC BODIES**

The Board of Directors may make specific water service contracts with the United States of America and its' agencies, the State of Missouri and its' agencies, School District, Municipal Corporations, and all other political subdivisions of the State of Missouri and the United States of America which differ from stipulations set forth by the Rate Schedule and Policies, Rules and Regulations.

## RATE SETTING

Rate schedules for water and water service are fixed by the Board of Directors and are subject to change by action of the Board.

If a provision of the rules and regulations conflicts with a provision of the rate schedule, the provision of the rate schedule shall prevail.

In setting Water Rates for the District, the Board of Directors is required by Chapter 247.110 of the Missouri State Statutes, to consider the sums required for cost of daily operations, repairs and extensions of water mains, adequate service, enlargements of facilities, overhead, depreciation, the need of an operating fund for emergency protection and incidental expenses, as well as any indebtedness and the interest accruing thereon. It is the burden of the District to ensure the cost of operation to provide service does not exceed the revenue for providing the service.

## RATE SCHEDULE

### RATES (as of 1/2026)

**Water Base Charge:** \$17.57 (includes 0 usage to first 1000 gallons of water)

**Charge per 1000 gallons:** \$11.66 (after the first 1000 to 8000)

**Charge per 1000 gallons after 8000:** \$13.68

**Service Deposit:** \$100.00 (Cash, Check, or Money Order)

**Returned Payment Charge:** \$10.00

**Disconnection/Reconnection Charge:** \$25.00

**Late Fee:** 10% of current balance on account

**ACH Service Fee:** \$0.15

**BillPay Convenience Fee:** \$0.40 per transaction

**Lock Tampering:** \$50.00 and additional charges if repairs are required

**Replacement Parts:** Current wholesale market price

Replacement parts include meter rings, lids, risers, transmission radios, and other items required for proper operation of the meter set.

**Primacy Fee:** A Primacy fee will be billed annually on behalf of the State of Missouri for costs associated with monthly water testing

**Primacy Rates:** \$5.28 annual—meters under 1-inch

\$21.00 annual—meters under 2-inches

**New Service Tap Fee:** \$4,000.00 basic residential

Call the office for larger meter tap charges

Any account with a meter that is not locked is considered an active account and will be billed monthly.

*See "Terminating & Discontinuance of Services" and "Disconnections for Non-Payment" for information regarding locked meters.*

## APPLICATIONS FOR WATER SERVICE

Individuals interested in activating a water service account with the District must make application with the District by completing a Water Service Agreement. Water Service Agreements are available in the District office or on the District's website at: [www.jacowater12.com](http://www.jacowater12.com).

Each Water Service Agreement is location and account number specific. A Water Service Agreement must be submitted for each location where water service is provided.

Applicants are required to make a deposit in accordance with the District's Rate Schedule at the time of application and provide the District with a valid Driver's License or other proof of identity.

Only the individual making application will be named on the water user account. Other individuals may be added only by providing the District with proof of residency or entitlement to the water service location.

Applications for commercial accounts must be completed by the official designee of the owner making the application.

Requests by phone for activating a water service account will be allowed a grace period of five (5) business days pending submittal of a Water Service Agreement, deposit and proof of identity. Water Service for those requests will be terminated after this grace period without further notice.

When requesting the activation for water service by phone the requester must provide the District with the exact date for service to begin, the requester's name, the service location address, a contact telephone number, and the last four (4) digits of the re-quester's social security number.

## DEPOSITS

Deposits are held by the District as a guarantee that the bills of the water user making such deposit will be fully paid and that no damage will be done to the water meter or property of the District by the water user.

All applicants for water service are required to make a deposit for service as described by the Rate Schedule.

Deposits are held against each account for the location where the service is provided. Deposits may not be transferred from one service location account to another if moving within the District.

The District keeps all deposits in a separate bank account and accounts of non-interest-bearing status.

Water users will not accrue interest on deposits while the deposit is held by the District nor will interest be paid to the water user upon discontinuance of water service with the District.

Deposits are refunded to the water user at such time as the water user notifies the District to discontinue water service and ceases to be a water user of the District. Water service interruption for non-payment will not be considered a customer request to discontinue or terminate service.

Owners of the property for which service is provided will have the deposit applied as a credit to the account after three (3) years, provided the account is free from any delinquent balances.

Deposits refunds are processed during the regular billing cycle of the District. Deposits are applied to the water users account and held against any balance due on the water users account and/or unpaid damages. Refunds are calculated and generated based on any remaining credit balance as a result of the application of the deposit.

Deposit refunds are issued by means of checks processed thru the District's Accounts Payable program.

Refund checks are made payable to the water user of record based on the user's application for water service.

Refund checks are issued via US Postal Service to the last provided address of the account.

Any refund check that does not clear the District's Customer Deposit account will be noted as a remaining credit balance on the water user's account. Credit balances remaining on account for three years are processed and forwarded to the Missouri State Treasurer's office as "Unclaimed Property" and therefore non-refundable thru the District's office.

## TERMINATING & DISCONTINUANCE OF SERVICES

### **Permanent Discontinuance / Termination of Service**

Water Users who wish to permanently terminate water service may do so by calling the District office and providing the following information:

- Customer name
- Service address
- Date for final service
- A forwarding address
- Contact telephone number
- Last four (4) digits of the social security number of the water service user on file

Final readings will be taken and meters shut off and locked on the date service is to terminate.

A final bill will be generated on the next regular billing cycle and sent to the forwarding address as provided.

Any Deposit Refund due the water user will generate and attach to the water users final water use bill.

### **Temporary Discontinuance**

Water service will be discontinued to any water user or landowner on account of temporary vacancy of the service location upon request of the water user, without in any way affecting the agreement in force, and upon payment of all charges due.

Temporary vacancy provisions are intended to apply to water users who may be away from the service location for extended vacations, for necessary remodeling or repair, landlords whose rental property is temporarily vacant, or other such legitimate and reasonable causes which shall be determined and approved by the District upon request of the water user.

In the event of a temporary discontinuance, the water user's meter will be locked for the requested period of time and minimum monthly charges will be waived.

## WATER BILLS AND PAYMENTS

### **Cost for Water**

Charges that may appear on a water user's bill are included on the rate schedule.

### **Mailing of Bills**

Bills are mailed on approximately the 25th day of each month following the close of the period from which services are rendered. The customer has the responsibility of contacting the Water District if the customer does not receive the bill by the 5th of the month or does not receive a bill at all. The District is not responsible for the timeliness of the United States Postal Service delivery.

### **Water User's Bills**

Water Service Utility bills are generated at the District office as a full-page bill. Water bills include the water user's account number, address of the water service location, the service period of usage, the due date for the billing cycle, all charges included in the amount due, the amount payable now and the amount due after the due date, a prior balance (if applicable), and a notice of the disconnection date if a prior balance is included on the bill. New features include a monthly water usage graph and a pin number (located in the upper right-hand corner). This pin number is used to register your online payment account.

### **Estimated Readings**

The District may elect, under special circumstances, to estimate meter reading. Estimates may be made in the case of one or more water users or all water users of the District at the discretion of the District. If a bill is estimated, it will be noted on the front of the water utility bill.

### **Billing Cycle**

Water Service Bills are generated on a monthly basis. Bills are based on a meter reading schedule that runs from approximately the 15th of each month, a reading variance of 4 days is observed by the District.

### **Due Dates and Late Charges**

Water Service Bills are due upon receipt. The District grants a grace period for payment to the 21st of each month. After 8:00am of the first business day following the 21st of the month a late charge penalty in the amount of 10% of the current balance due will be applied to the water user's account.

### **Payment of Bills**

The District accepts payment in the office in the form of cash, check, cashier's check, money order, debit card and credit card.

Payments will also be accepted by phone with check, debit or credit card.

The District offers ACH Bank Draft payment by which a water service bill is automatically paid monthly directly from the customer's bank account. Customers may enroll by completing the ACH Draft Agreement form and attaching a voided check.

Bills may be paid by mail or in the District's office during regular business hours. An after-hours payment drop slot is located at the front of the District office building.

Payments made by mail are posted as of the date received at the District office, not by postmark date.

Bills may also be paid online: [www.jacowater12.com](http://www.jacowater12.com)

Customers who wish to receive a payment receipt may pay in person.

Payments will only be accepted in the form of cash, cashier's check, money order, or debit/credit card for accounts with a returned payment that has not been satisfied with the District.

### **Arrangements for Payment**

Water Users who have a previous balance and are subject to disconnection for non-payment may make arrangements to pay their account balance and avoid disconnection by calling the office at least one day prior to the date of disconnections. You may also leave a voicemail prior to the start of business on the second Tuesday of every month. In addition, you must notify our office if a payment has been scheduled for a future date on accounts that are subject to disconnection.

Arrangements will be granted up to the 21st of the current month.

The water users service will be subject to disconnection on the first business day following the date of arranged payment if the arrangement is not kept.

## **RETURNED CHECKS AND ACH PAYMENTS**

A payment returned to the District for any reason will be applied back to the water user's service account. If the payment is returned after the due date of the billing cycle, it will be applied as a previous balance on the account.

A \$10.00 Returned Payment fee will be applied to the water user's account.

The District will notify the water user of the returned payment via US Postal Service.

Water users are allowed ten (10) days from the date of the notice of returned payment to pay the amount of the returned payment and the Returned Payment fee. Payment will be allowed in the form of cash, cashier's check, money order, or debit/credit card only.

If payment for the returned payment is not received in the District office within 10 days of the notice of returned payment, the water user's water service will be disconnected and locked, and a \$25.00 service fee will be applied to the water user's water service account.

Returned Checks and ACH Drafts will be sent to the Jackson County Prosecutor's office.

**\*\*Important Notice:** As of effective date March 10, 2015, only two (2) returned payments will be allowed through the life of an account.\*\*

## DISCONNECTIONS FOR NON-PAYMENT

### **Disconnections for Non-Payment**

Accounts with previous or delinquent account balance in excess of the current base rate will be subject to disconnection for non-payment on the second Tuesday of each month following the date for which the charge was due as of 8:00 a.m.

Arrangements for payments will not be granted on the day of disconnection.

The water service meter for the water user's account will be disconnected from service and locked.

A \$25.00 service fee will be applied against the water user's water service account as of 8:00 a.m. on the day of disconnection.

Maintenance personnel are not bonded nor permitted to accept payment.

Disconnection of water service for non-payment of the water user's water service account is not considered a request to discontinue service and final the water user's service account.

*\*\*See "Arrangements for Payment", "Returned Checks and ACH Payments", and "Cross Connection Prevention" as they relate to service disconnections*

### **Reconnections**

Reconnections of water service are done during regular business hours only. Services will be restored on the next regular day of business for customers who make payments after the close of business.

Reconnection of water service will be ordered only after payment of the previous account balance, and the service fee is paid in full.

Payments may be made at the District office, 24-hour payment drop box, by phone, or online.

## DISCONNECTION NOTICES

The district does not send out paper notices for pending water service disconnections by means of door hangers, nor via US Postal Service.

Customers with past due balances and who will be subject to disconnection of water service due to non-payment will receive notice by means of an automated courtesy call, text or email. Customers are automatically included in the call notification. To receive notification via text messages and/or email, contact our office to provide your cell number and/or email address.

Courtesy notifications are issued on Thursday evening prior to disconnection each month.

It is the customer's responsibility to notify the office of any contact information changes.

## POLICIES REGARDING SERVICE CONNECTIONS

### **Readiness to Accept Service**

The water user, or their designated representative, must be at the location when water service is turned on. The water user will assume all responsibility for any open outlets resulting in water loss or damage.

### **Functioning Shut-off Valve**

Before service is provided, a functioning shut-off valve shall be present on the customer's side of the meter, between the meter yoke and the first tap or union. Failure to provide said valve shall result in service call charges each time District personnel are re-quired to turn the service on or off. (Rev. 11/97)

Only District personnel are authorized to operate valves owned by the District. Unauthorized operation of District valves, including meter shut-off valves, shall result in service charges, fines, disconnection of service for tampering and/or legal action.

### **Relocation of Water Meter and/or Appurtenances**

The District reserves the right to relocate the water meter, service line or any appurtenance at its own expense. If the customer desires a relocation or change in elevation of the water meter, service line or any appurtenances, a written request must be submitted and approved by the District.

The District will calculate the cost of materials and/or equipment which must be paid in full by the customer prior to the commencement of work.

If the customer re-landscapes the property, making it difficult to read the meter or repair the main or appurtenances, the District reserves the right to relocate or change the elevation of the meter, service line or any appurtenances and charge the actual cost for the labor, equipment and materials, plus overhead to the customer.

### **Customer's Duty Regarding Service Lines**

The customer's water installation shall extend from either:

1. The discharge of the water meter, where the meter is located at or near the property line.
2. The water main tap, where an unmetered fire protection or sprinkler system serves the property, or where a privately owned water main is extended from the District water main.

### **Continuity of Service**

The District makes a reasonable effort to supply continuous, uninterrupted service. However, the District retains the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify water users whenever possible who may be affected by such interruptions, but the District will not accept responsibility for losses which might occur due to such interruptions. The District does not accept responsibility and is not liable for losses which might occur due to such interruptions to service for any cause and does not accept responsibility for losses due to failure of the District to notify water user of any such interruptions.

### **Right to Inspect**

The District maintains the right to, at all times, enter upon the water user's premises to read and test meters, inspect piping, and to perform other duties for the maintenance and operation of service, or to remove its' meters and equipment upon discontinuance of service by the water user.

The water user's service pipe and all connections and fixtures attached to it are subject to the inspections of the District before the water will be turned on, if the District elects, and all properties receiving a supply of water and all service pipes, meters and fixtures, including any and all fixtures within any improvements or buildings on the premises will, at all reasonable hours, be subject to inspection by an employee or agent of the District.

No fixture may be attached to, or any branch made in, the service pipe between the main of the District and the meter. Any repairs or maintenance necessary to the service pipe or on any pipe or fixture in or upon the water user's premises, shall be performed by the water user at his/her expense and risk.

The customer is responsible for water which passes through the water meter, including excess water due to leaks in service lines and/or household fixtures. The District will not be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by the water escaping from service pipes, or from fixtures on the premises of the owner or water user.

The District is not in any event responsible for identification or detection for leaks in the owner's service line or fixtures on the premises of the owner or water user. The water user will be billed in the usual manner for the cost of all water which passes through the water meter according to the rate schedule of the District as provided in these rules and regulations, and the Bylaws of the District.

## LEAKS

### **Plumbing Maintenance and Repair**

The customer assumes all responsibility for the construction, maintenance, and any necessary relocation of the customer's water service line installation.

Water users are expected that every effort will be made to keep their system free from leaks and/or repair leaks within a reasonable period of time.

The District shall discontinue service and lock the meter on any service where apparent leaks on the customer's water service line endanger public safety, constitute a serious nuisance, or waste a considerable amount of water.

### **Leak Adjustments**

Any leak in the customer's service line is the customer's responsibility. The District shall in no event be held responsible for identifying a leak in a customer's service line.

A one-time leak adjustment may be given upon the customer's request with proof of repair and a Leak Adjustment form. The one-time leak adjustment is limited to one (1) within a 12-month period and a maximum of three (3) months of when the leak was identified.

Leak adjustments shall be determined by calculating the customer's average monthly usage. Usage above the customer's average usage will be charged at the District's wholesale purchase price for water at that time.

If the customer has additional leaks, the customer must petition the Board in writing for subsequent leak adjustments.

Leak adjustments will not be granted to customers who fail to make prompt leak repairs or take other measures to eliminate the wasting of water after notification.

If requested, the District will provide assistance in identifying leaks on a customer's service line.

### **Long-Term Arrangements**

- Option made available to assist with high water bills due to leaks
- Required to pay average/current billed amount plus minimum of \$25.00 towards high bill monthly by the 21st.
- Late penalty still applies if current amount isn't paid by the 21st of the month.
- Default on payment will result in disconnection of water service, an additional \$25.00 service fee, and requirement of total balance paid in full before service will be restored.
- ACH (auto-draft) will be suspended until long-term arrangement is paid in full.
- Once the leak adjustment is applied, you may remain on long-term arrangements until past due balance decreases to \$50.00 or under, in which the arrangements will automatically terminate.

## **TERMINATED ACCOUNTS- DELIQUENCIES**

Customers who have discontinued or terminated their water use service with the District are responsible for any water use up to the date service was terminated, either at the request of the owner or water user, or a new service activation on the same property.

### **Notification**

Customers who fail to pay a bill with a remaining delinquent balance within 30 days of the due date of that bill will receive one (1) letter of notification of the delinquency by mail and allowed fifteen (15) business days from the date on the notification letter to make payment.

### **Collections**

Customers who fail to make payment on a delinquent account or respond to the notification letter will be considered a bad debt, and the account will be submitted to the District's Collections Agency. The customer will be liable for any and all collections costs.

## **RENTAL PROPERTIES- LANDOWNERS/PROPERTY MANAGEMENT COMPANIES**

In accordance with RSMo 250.140 and the District's "Resolution Regarding Responsibility for Payment for Services", the landowner/property management company may opt-in to receive a duplicate statement of their tenant's bill. If the tenant is 30 days past due on their water bill, the landowner/property management company shall be notified by phone call, text, and/or email.

**Contact the office for more information on delinquencies of tenants and responsibilities of landowners/property management companies.**

## CROSS CONNECTIONS & INTERCONNECTIONS

### **Cross Connection Prevention**

A cross connection is a physical link between a source of pollution or contamination with a potable water supply.

The Water User will not allow any type of permanent or temporary connection to the water user's plumbing that is attached to the District water supply that could pose the threat of backflow from the customer's connection into the public water supply in the event of pressure changes in the public water supply.

The Water User will be responsible for installing, maintaining, and have annual inspections of a backflow prevention device in the event a cross connection or interconnection is discovered to exist at their water service location.

Backflow Prevention Devices are required to be inspected annually by the Missouri Department of Natural Resources.

The Water User will submit annual backflow prevention device inspection reports to the District office. Failure to submit the reports will subject the water service to be disconnected until the Water User ensures inspections are performed and reports are provided to the District.

## LEAD BAN

The customer agrees that in the event any part of the water system of the owner and/or occupant constructed, expanded, modified or repaired after January 1, 1989 is found to contain materials that are not "lead free", the District shall have the right to remove the water service meter serving the owner and/or occupant and shall have the right to separate the service line from the water system in such a way that the two cannot be connected. The definition of "lead free" as used herein shall be defined in the regulations of the Missouri Department of Natural Resources as it now exists and as it may from time-to-time hereafter be redefined by the same. (Rev. 11/97)

## TAMPERING AND VIOLATIONS

### **Tampering**

Tampering with a District water meter will result in any or all of the following actions:

- Removal of the water service meter
- \$50.00 lock charge if a lock is damaged or broken
- Repair charges if damage has been done to the meter set
- Parts charges if replacement parts are required to bring any part of the meter set back to proper operation
- Utility Theft charges filed with the Jackson County Prosecutors Office against the water user of record if it is evident tampering was used to gain unlawful access to the water service
- Other charges and fines as deemed necessary by the District
- Tampering is a State offense of Tampering in the Second Degree.

## **Violation of Rules and Regulations**

Violation of any rule or regulation of the District will cause the water service to be subject to disconnection or termination.

Notice will be served by means of written letter informing the water user of the violation for which the service is to be discontinued if the violation is permitted to continue.

In detection of misrepresentation of use of water, tampering of the District's metering equipment, or where a dangerous condition is found to exist on the water user's premises, service may be shut off without notice.

In addition to the foregoing provisions, service rendered under any application, contract or agreement may be discontinued and/or charges filed under RSMo.569.090 by the District for any of the following reasons:

- For willful or indifferent waste of water due to any cause.
- For failure to protect from injury or damage the meter and connections, or for failure to protect and maintain service pipe, or fixtures at the service location of the water user in a condition satisfactory to the District.
- For molesting or tampering by the water user or any other person with the knowledge of the water user, with any meter, connections, service pipe, curb cock, seal, valve or any appliance of the District controlling or regulating the water user's water supply.
- For theft of water, which is defined as the unexplained loss or use of water by means of tampering with the meter, bypassing the meter, installing a straight pipe where no meter is connected, breaking of seals or locks in order to activate the service or any other unauthorized use of water, the District may discontinue service to the property permanently, or until the unexplained loss is explained or accounted for to the District's satisfaction, and the estimated unauthorized use of water is paid for. The District may take such actions, in its discretion, with or without proof of identification of the person causing the unauthorized use or being recognized that the property owner is basically responsible for the protection of the water lines, the meter and the meter well installed on his/her property.
- For failure to provide the District's employees free and reasonable access to the property supplied, or for obstructing the way of ingress to the meter or other appliance controlling or regulating the water user's water supply.
- For non-payment of any account for water supplied, for water service or for meter or service maintenance, or for any other fee or charge accrued under these rules and regulations, the rate schedule of the District or the bylaws of the District.
- For the practice or act prohibited by the Missouri Department of Natural Resources or the Missouri Division of Health.
- In case of vacancy of the premises.
- For violation of any rule, regulation or bylaw of the District.
- For opening or tampering with a fire hydrant.
- For failure to allow any District employee, officer, agent or representative the right to inspect the water user's premises for any purpose set forth in these rules and regulations.

- For failure to submit an annual backflow inspection report to the District office if conditions exist at the service location that would cause such a device to be required for the protection of the public potable water supply.

The discontinuance of the supply of water to a landowner for any reason shall not prevent the District from pursuing any lawful remedy by action or law or otherwise for the collection of money due from the water user or landowner.

## METERING

### **Metered Service for Sole Use of Water User**

The standard water service connection is for the sole use of the water user.

No water user, owner, or custodian of property served by the District will be allowed to extend or permit the extension of pipes for the purpose of transferring water from one property to another or to any other consumer.

No water user may share, resell, or sub-meter to any other consumer.

Each meter service may supply water to only one residence or business establishment located within the District, except as provided.

If a specific situation should make such an arrangement advisable, it may be done only on the specific written permission of the District after review and approval by the Board of Directors.

No more than one residence shall be served by one water service connection.

A farm containing one residence and other buildings for use in the farming operation is considered as one residence and the water user may use water from one meter for all such buildings; provided that in the event that a farm contains two or more residences, a meter is required for each residence if separate deeds are recorded.

### **Metering Unit**

Owners of multiple dwelling buildings have the option of installing a single meter for each building, but the rate charged for water service on each single meter will be set forth by the Board of Directors and added to the Rate Schedule.

- Apartment.
- Boarding or lodging house.
- Club; accommodating or assembly-type cooperative house.
- Commercial business property; separate meter required for each business.
- Dormitory.
- Dwelling, one-family.
- Dwelling unit in multiple-family building.
- Farmstead.
- Hotel.
- Industrial or Manufacturing plant.
- Mobile home park.

- Motel or tourist court.

The general rule for establishing metering units for any other types of facilities not mentioned above will be one meter for each family unit used for residential purposes and one meter for each business or industry.

**Exception:** Mobile home parks will be master-metered to serve the entire mobile home park or may have the option of installing a meter for each individual mobile home, provided they install a water main system within the park, designed, constructed and inspected in accordance with the District's water main installation and extension specifications and regulations, and that such water mains, along with necessary easements, are dedicated to the District.

### **Meter Sizing**

All meter sets will be standard size residential 3/4-inch meters. In the event a request for new service requires a larger meter set to provide adequate water service, the customer will be required to furnish information as to the expected water demand. The District will then determine the proper type and size of meter to be installed.

The District reserves the right to change the meter size at any time in order to improve registry or flow.

## **PRIVATE WATER MAINS**

Private water mains will be supplied with water by the District so long as the mains are in good condition and do not pose a health hazard.

Private water mains are not permitted to occupy District easements except at the point of connection to the distribution system, unless such mains were in operative use in the distribution of water prior to the dedication and acceptance of such easement.

Proposed installation or replacement of private water mains will be made only under the approval, direction and inspection of the District.

Private water mains are and will remain the property of the individual, corporation or association claiming ownership; the District shall have no responsibility for their maintenance.

Private water mains will only be permitted with the execution of a contractual agreement between the entity of ownership and the District.

## **LIABILITY OF THE DISTRICT**

The District shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from excess or deficient water pressure, volume, or supply due to any cause.

The District will use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service but cannot and does not guarantee that such will not occur.

The District shall not be responsible for any claim made against it by reason of the breaking of any mains or service pipes, or by reason of any interruptions of the supply of water caused by the breaking of machinery or for necessary repairs, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service.

**Jackson County PWSD #12**

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**Greenwood, MO 64034**

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