

RURAL WATER DISTRICT  
NO. 12  
JEFFERSON COUNTY  
KANSAS

BY-LAWS  
and  
RULES AND REGULATIONS

1996

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**BY-LAWS**

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**RURAL WATER DISTRICT NO. 12**  
**JEFFERSON COUNTY, KANSAS**

**BY-LAWS**

**Article 1**

**Name and Place of Business**

**Section 1:** The name of this corporation shall be Rural Water District No. 12, Jefferson County Kansas.  
**Section 2:** The principal office of this District shall be located in Jefferson County, Kansas.

**Article 2**

**Corporate Powers**

**Section 1.** The corporate powers of this district shall be vested in the Board of Directors, hereinafter referred to as the Board.

**Article 3**

**Purpose and Objective**

**Section 1.** The purpose and objectives of this District are as follows:  
(a) To acquire water and water rights and to build and acquire pipe lines and other facilities, and to operate the same for the purpose of furnishing water for domestic, agriculture, and/or other purposes approved by the Board.  
(b) To borrow money and accept grant funds for the purposes aforesaid and in connection therewith to execute evidence of indebtedness, security instruments and appropriate covenants and agreements.  
(c) To hold such real and personal property as may come into its possession by will, gift, purchase, or otherwise, as authorized by law, and to acquire and dispose of such real and personal property, including rights-of-way and easements, wherever located, and as may be necessary and convenient for the proper conduct and operation of the business of the District.  
(d) To establish rates and impose charges for water furnished to participating members and others.

- (e) To enter into contracts for the purpose of accomplishing the purposes of the District with any person or governmental agency.
- (f) To cooperate with any person or with any governmental agency in any undertaking designed to further the purposes of the District.
- (g) To do and perform any and all acts necessary or desirable for the accomplishment of the purpose of the District which may lawfully be done by such District under the laws of the State of Kansas.

**Article 4**  
**Water Users**

**Section 1.** Water shall be supplied only to land located within the District. Provided, however, that the Board may make water available to the public for purchase at such distribution points as it may establish.

**Section 2.** No owner of land located within the District shall be eligible to become a water subscriber unless he/she has first subscribed and paid for a Benefit Unit. Tenants occupying land located within the District may become water subscribers: Provided, that the owner, or someone on behalf of the owner, has subscribed and paid for a Benefit Unit in favor of the land the tenant is occupying.

**Article 5**  
**Voting Members**

**Section 1.** Only participating members shall have the right to vote, and each participating member shall be entitled to a single vote, regardless of the number of Benefit Units which he/she may have subscribed. There shall be no proxy voting, and no dual ownership of Benefit Units for voting purposes. A participating member may be an individual, firm, partnership, association, or corporation.

Participating member shall be:

- (a) Owners of land located within the District who have subscribed for a Benefit Unit; provided, payments of charges are current on all of the Benefit Units.

**Article 6**  
**Benefit Units**

**Section 1.** The Board shall at the proper time cause a declaration of availability of Benefit Units for subscription to be entered in its minutes and shall establish a unit price for said subscriptions. Each Benefit Unit shall carry with it the obligation of paying a minimum monthly meter charge from the time service is available. The Board in its discretion may make additional Benefit Units available if the capacity of the District's facilities permit. Subscriptions for Benefit Units shall be given preference and priority in order in which received. The Board may refuse the subscription for a Benefit Unit in favor of a particular tract of land located within the District, or impose special conditions on granting the same if in the judgment of the Board, the granting of said subscription and the furnishing of water pursuant thereto, would impair the service to other water users in that locality or be uneconomical, unfeasible and place an undue burden on the District. Any land owner who feels aggrieved by such denial, or imposition of special conditions, may appeal the action of the Board to a vote of participating members at the next regular meeting of the participating members or a special meeting of the participating members called for such purpose. The decision of the Board shall stand unless three-fourths (3/4) of all participating members, as defined in Article 5, Section 1, (a) vote in favor of overruling the decision of the Board.

**Section 2.** Upon the purchase of a Benefit Unit, the owner(s) of land shall designate the tract of land and provide a legal registered Deed to the designated tract of land to which the Benefit Unit shall be assigned. The Benefit Unit shall not be transferred from one tract of land to another within the District without approval of the Board. All transfers will be performed by a representative of the District. A legal registered Deed to the property in which the Benefit Unit is being transferred, must be provided prior to approval by the Board. At the time of said subscription, the land owner will designate, as nearly as practical, the location on said tract where he/she intends to utilize the Benefit Unit and no major change in location shall be made without the approval of the Board. Benefit Unit Certificates shall be issued by

the Board, signed by the Chairman and Secretary, showing the name of the owner(s), and the tract of land to which the Benefit Unit is assigned and numbered consecutively in the order in which issued.

**Section 3.** The consideration for Benefit Unit shall be considered donations to the District and shall not be refunded to subscribers, provided that the Board may authorize the refund of all or a part of each consideration, if through no fault of the subscriber the District is unable to supply water to the unit.

**Section 4.** The Benefit Unit shall follow the title of the land unless the owner of the land designated otherwise. Owner may transfer the Benefit Unit from one tract of land to another tract owned by him/her within the District, subject, however, to the approval of the Board. The Board must approve all transfers in ownership of a Benefit Unit. No transfer will be approved unless all charges against the Benefit Unit are paid. A copy of a legal registered Deed, proving ownership of said land, shall be provided with all transfers. All transfers shall be recorded in the books of the District.

**Section 5.** Each Benefit Unit shall entitle the owner to one line from the District's water system. Each line shall serve either one residence, together with the usual and necessary outbuildings, including buildings for agriculture use, one business establishment (business meaning a non-agriculture establishment for profit) together with usual and necessary outbuildings, or public buildings (such as schools, county buildings, or state and federal buildings).

**Section 6.** Failure to pay the minimum monthly meter charge or failure to pay for water used through a meter, shall constitute a forfeiture of the Benefit Unit. Such Benefit Unit may be reinstated if within three months after such failure all back charges are paid in full, plus penalties established by Board and reasonable labor charges necessary to affect such reconstructions.

**Section 7.** Water service may be terminated for failure to make payments when due as stated in Section 6 hereof or for willful violations of the rules and regulations of the District. Before terminating water service, the Board shall notify the subscriber and the Benefit Unit holder, if different from the subscriber, of the determination of the Board that there has been a failure to pay for water service or willful violations of the rules and regulations of the District and that water service shall be terminated and the Benefit Unit shall be forfeited.

## Article 7 Board Membership

**Section 1.** The Board of this District shall consist of seven (7) members, all of whom shall be participating members of the District, as defined in Article 5, Section 1, (a). At each annual meeting of the participating members the participating members shall elect, for a term of three (3) years, the number of Directors whose terms of office have expired.

**Section 2.** Immediately following the annual meeting of the participating members the Board shall meet and shall elect a Chairman, Vice Chairman, Secretary and Treasurer, from among themselves, each of whom shall hold office until the next annual meeting and until the election and qualification of his/her successor unless sooner removed by death, resignation or for cause. The office of the Secretary and Treasurer, may be held by one person.

**Section 3.** Any vacancy in the Board, other than from the expiration of a term of office, shall be filled by appointment by the remaining members of the Board. The disqualification of a Director as a participating member of the District or failure of any original Director to become a participating member within thirty (30) days after subscription to Benefit Units are made available through action of the Board shall disqualify him/her as a Director and create a vacancy in the office of the Director.

**Section 4.** A majority of the Board shall constitute a quorum at any meeting of the Board.

**Section 5.** Any Director of the District may be removed from office for cause by a vote of not less than three-fourths (3/4) of all participating members of the District at any annual or special meeting called for that purpose. The Director shall be informed in writing of the charges preferred against him/her at least ten (10) days before such meeting, whether regular or special, and at the meeting shall have an opportunity to present witnesses and be heard in person in answer thereto. Officers of the Board may be removed for cause by a vote of four (4) members of the Board. Employees and agents may be discharged or removed from office or employment at any time by action of the Board.

**Article 8**  
**Powers and Duties of Directors**

**Section 1.** The Board, subject to the restrictions of law, and these By-Laws, shall exercise all the powers of the District and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board shall have, and is hereby given, full power and authority in respect to the matters as hereinafter set out.

(a) To select and appoint all agents and employees of the District or remove such agents and employees of the District for just cause, prescribe such duties and designate such powers as may be consistent with these By-Laws, and fix their compensation and pay for faithful services.

(b) To attain from any source money, goods, or services and to make and issue notes and revenue bonds, and other negotiable and transferable instruments, and to apply for and expend grant funds obtained from the Federal or State Governments or any agency thereof, mortgages, and to do every act and thing necessary to effectuate the same.

(c) To prescribe, adopt and amend, such equitable and uniform rules and regulations, as, in the Board's discretion, may be deemed essential or convenient for the conduct of the business and affairs of the District, and the guidance and control of its agents and employees.

(d) To fix charges to be paid by each water user for services rendered by the District, the time of payment, and the manner of collection, and to establish equal rates for farm members and non-farm members according to the amount of services furnished.

(e) To require all officers, agents and employees, charged with the responsibility for the custody of any funds of the District to give adequate bond, the cost thereof to be paid by the District, and it shall be mandatory upon the Directors to so require.

(f) To select one or more banks to act as depositories of the funds of the District. To determine the manner of receiving, depositing and disbursing the funds of the District in the form of checks, and the person by whom the same shall be signed by the Chairman with the power to change such bank or person signing such checks and the form thereof at will.

(g) To adjust water rates if necessary to produce sufficient revenue. To cause an annual audit of the District records and accounts to be made by a licensed municipal public accountant or a certified public accountant, and make a report on said matters at each annual meeting of participating members.

**Article 9**  
**Powers and Duties of Manager**

**Section 1.** The Board may employ for the District a manager, who shall have charge of the business of the District under the general control, supervision and direction of the Board. No Director shall serve as manager. Subject to the approval of the Board, the manager shall employ, supervise and dismiss all agents and employees of the District and fix their compensation. He/she shall also, so far as practical, conduct the business in such a way that all participating members receive equal service and treatment, deposit in a bank selected by the Board, all money belonging to the District, which comes into his/her possession; maintain records and accounts in such a manner that the true and correct condition of the business may be ascertained therefrom at any time; furnish the Board a current statement of the business and affairs of the District at each scheduled meeting of the Board and at the end of each fiscal year and at such other times and in such forms as the Board may direct; carefully preserve and turn over to his/her successor all books, records, documents, and correspondence pertaining to the business of the District which may come into his/her possession; and to perform such other duties as may be prescribed by the Board.

**Article 10**  
**Duties of Officers**

**Section 1.** Chairman: who shall be a member of the Board, shall preside over all meetings of the District and the Board, call special meetings of the District and the Board, perform all acts and duties usually performed by an executive and presiding officer, and shall sign all Benefit Unit Certificates and such other papers of the District

as he/she may be authorized or directed to sign by the Board, provided the Board may authorize any person to sign checks, on behalf of the District.

**Section 2.** Vice Chairman: In the absence or disability of the Chairman, the Vice Chairman, who shall be a member of the Board, shall perform the duties of the Chairman.

**Section 3.** Secretary: It shall be the duties of the Secretary, who shall be a member of the Board, to keep a record of the proceedings of the meetings of the Board and of the District. He/she shall serve, or cause to be served, all notices required by law or by the By-Laws of the District; and in a case of his/her absence, inability, refusal or neglect to do so, then such notices may be served by any member of the Board as directed by the Chairman.

**Section 4.** Treasurer, who shall be a member of the Board, shall receive and account for all funds of the District, shall deposit the same in a bank designated by the Board as a depository, and pay the amounts, or cause them to be paid out of the depository only on the checks signed by the Chairman, or someone authorized to sign on the Chairman's behalf, countersigned by the Treasurer.

At each annual meeting of the District, the Treasurer shall submit information to the participating members, a complete statement of his/her account for the past year and he/she shall discharge such other duties pertaining to the office as shall be prescribed by the Board, and shall give a good and sufficient bond in such amount as may be fixed by the Board.

#### Article 11 Books and Records

**Section 1.** The books and records of the District, and such papers as may be filed by vote of the District or Directors, shall during all reasonable business hours, be subject to inspection per Kansas Open Records Act (KORA).

#### Article 12 Annual Meeting of Participating Members

**Section 1.** The annual meeting of the participating members of the District shall be held at some suitable location within the District designated by the Board.

**Section 2.** Special meetings of the participating members may be called at any time by the Chairman or upon resolution of the Board; or upon written petition, signed by 51% of the participating members of the District. The petition shall be presented to the Chairman of the Board. The purpose of every special meeting shall be stated in the notice thereof and no business shall be transacted thereat except such as is specified in the notice.

**Section 3.** Notice of meetings of participating members of the District shall be given by mail to each participating member of record directed to the address shown upon the books of the District at least ten (10) days prior to the meeting. Such notice shall state the nature, time, place and purpose of the meeting, but no failure or irregularity of a notice of any annual meeting, regularly held, shall affect any proceedings taken thereat.

**Section 4.** The participating members present at any meeting of participating members shall constitute a quorum for the purpose of transacting business.

**Section 5.** The order of business at the regular meetings and so far as possible at all other meetings shall be:

- (a) Call to order
- (b) Proof of Notice of Meeting
- (c) Reading and approval of minutes of last meeting
- (d) Report of Officers and committees
- (e) Election of Directors
- (f) Unfinished Business
- (g) New Business
- (h) Adjournment

**Article 13**  
**Board Meetings**

**Section 1.** The Board shall meet annually on the third Monday in February, immediately following the meeting of the participating members, and may meet at such or other times as may be determined by the Board, or upon call by the Chairman or any two members of the Board. Notice of all meetings of the Board, other than the annual meeting, shall be by mailing a notice to the last known business or residence address of each Director, at least two days before the scheduled meeting; Provided however, that when all of the Directors are present at any meeting which may be held, the proceedings thereof shall be as valid as though the previous written notice aforesaid had been given.

**Article 14**  
**Manner of Election and Voting**

**Section 1.** At all Annual meetings of the District each participating member, qualified as stated in these By-Laws, shall be entitled to vote upon all propositions coming before said District. No cumulative voting shall be permitted and such participating member of the District shall have only one vote.

**Article 15**  
**Seal**

**Section 1.** The District shall have a corporate seal, consisting of a circle having in its circumference and face the words "Rural Water District No 12 Jefferson County".

**Article 16**  
**Fiscal Year**

**Section 1.** The fiscal year of the District shall begin the first day of January of each year and close on December 31st of the same year.

**Article 17**  
**Amendment**

**Section 1.** These By-Laws may be repealed by recommendation of the Board or amended by a vote of three-fourths (3/4) of all participating members as defined by Article 5, Section 1, (a) at any regular meeting of the District or at any special meeting of the District called for that purpose except that the participating members shall not have the power to change the purposes of the District so as to impair its rights and powers under the laws of the State of Kansas, or to waive any requirement of bond or other provision for the safety and security of the property and funds of the District or its participating members, or to deprive any participating member or landowner of rights and privileges then existing, or to so amend the By-Laws as to affect a fundamental change in the policies of the District. Notice of any amendment to be made at any regular or special meeting of the participating members must be given at least ten (10) days before such meeting and must set forth the amendments to be considered.

**Article 18**  
**Basis of Operation**

**Section 1.** The District shall at all times be operating on a non-profit basis for the mutual benefit of its participating members.

**Article 19**  
**Benefits and Duties of Members**

**Section 1.** The District shall install, maintain and operate a main distribution pipeline or lines from the source of water supply, and lines from main distribution pipeline or lines to the property line of each participating member of the District, at which point designated as delivery points, meters to be purchased, installed, owned and maintained by the District shall be placed.

**Section 2.** Each participating member shall be entitled to purchase from the District, pursuant to such agreement as may from time to time be provided and required by District and the Board, such water

for domestic, agriculture, and/or other purposes approved by the Board of Directors, as a participating member may desire; subject however, to the provisions of these By-Laws and such rules and regulations as may be prescribed by the Board. The water delivered to each participating member shall be metered.

**Section 3.** In the event the total water supply shall be insufficient to meet all of the needs of the members and users, or in the event there is a shortage of water, the District may prorate the water available among the various members and users on such basis as is deemed equitable by the Board, and may also prescribe a schedule of hours covering the use of water for other purposes and require adherence thereto, or prohibit the use of water for other purpose if at any time the total water supply shall be insufficient to meet the needs of all of the participating members for domestic and agriculture purposes, and the District must first satisfy the needs of the participating members for domestic purposes before supplying any water for agriculture purposes and must satisfy the needs of all the participating members and agriculture purposes before supplying water for any other purposes.

**Article 20  
Printing**

**Section 1.** After adoption, these By-Laws shall be prepared in written form, and a copy shall be delivered to each participating member.

**Affidavit**

STATE OF KANSAS

SS

COUNTY OF JEFFERSON

David A. Perry, Gary A. Capesius, Alva E. Newell, Holly Kellison, Charles J. McCullough, Paul D. Boyer and Frank W. King, being first duly sworn, depose and state, each for himself, that he is a Director of Rural Water District No 12, Jefferson County Kansas, that the foregoing By-Laws were adopted at a meeting of the landowners of said District, duly held on the 19th Day of September, 1972, at 11:00 o'clock A.M. That there were 14 landowners present in person and that the vote for the adoption of the By-Laws was unanimous.

/s/ David Perry

/s/ Charles J. McCullough

/s/ Alva E. Newell

/s/ Paul D. Boyer

/s/ Holly Kellison

/s/ Frank W. King

/s/ Gary A. Capesius

Subscribed and sworn to before me this 22nd day of September, 1972.

Notary Public

/s/ Mary A. Moffitt

My commission expires: January 12, 1973

CERTIFICATE

I Alva E. Newell, Secretary of Rural Water District No 12, Jefferson County, Kansas, hereby certify that the foregoing is a true copy of the By-Laws adopted by the members of the District held on the 19th day of September, 1972 and that there have no amendments thereto.

/s/ Alva E. Newell, Secretary



**AFFIDAVIT**

Amended By-Laws

- Article 6 Section 3
- Article 6 Section 6
- Article 6 Section 7

Approved by membership April 19, 1982

STATE OF KANSAS

ss

COUNTY OF JEFFERSON

Leroy Loy, James Bolinger, Michael Gates, and Roland Logan, being first duly sworn, depose and state, each for himself, that he is a Director of Rural Water District No 12, Jefferson County, Kansas, that the foregoing changes were adopted at a meeting of the landowners of said District, duly held on the 19th day of April, 1982, at 8:00 o'clock P.M. That there were eleven (11) landowners present in person and that the vote for the adoption of the changes was unanimous.

/s/ Leroy Loy

/s/ James Bolinger

/s/ Michael Gates

/s/ Roland Logan

Subscribed and sworn to before me this the 19th day of April, 1982

/s/ Jennifer L. Wallace

Notary Public

My commission expires: March 23, 1983

**CERTIFICATE**

I Robert Holland, Secretary of Rural Water District No 12, Jefferson County, Kansas, hereby certify that the foregoing is a true copy of the changes adopted by the members of the District held on 19th day of April, 1982.

/s/ Robert Holland, Secretary

**AFFIDAVIT**

Amended By-Laws

- Article 3 Section 1
- Article 4 Section 2
- Article 5 Section 1
- Article 6 Section 1
- Article 6 Section 2
- Article 6 Section 4
- Article 6 Section 5
- Article 6 Section 6
- Article 6 Section 7
- Article 7 Section 1
- Article 7 Section 2
- Article 7 Section 3
- Article 7 Section 5
- Article 8 Section 1
- Article 9 Section 1
- Article 10 Section 1
- Article 10 Section 3
- Article 10 Section 4
- Article 11 Section 1
- Article 12 Section 1
- Article 12 Section 2
- Article 13 Section 1
- Article 15 Section 1
- Article 17 Section 1
- Article 19 Section 2
- Article 19 Section 3
- Article 20 Section 1

Approved by membership February 19, 1996

STATE OF KANSAS

ss

COUNTY OF JEFFERSON

Jeff Logan, Mike Nickels, Donald Ernzen, Tim Noyes, Jeff Noll, Robert Shade, and John Wagner being first duly sworn, depose and state, each for himself, that he/she is a Director of Rural Water District No 12, Jefferson County, Kansas, that the foregoing changes were adopted at a meeting of the landowners of said District, duly held on the 19th day of February, 1996, at 8:00 o'clock P.M. That there were fourteen (14) landowners present in person and that the vote for the adoption of the changes was unanimous.

/s/ Jeff Logan

/s/ Mike Nickels

/s/ Donald Ernzen

/s/ Tim Noyes

/s/ Jeff Noll

/s/ Robert Shade

/s/ John Wagner

Subscribed and sworn to before me this the 19th day of February, 1996

/s/ Denise Paavola  
Notary Public

My commission expires: September 8, 1999

**CERTIFICATE**

I Tim Noyes, Secretary of Rural Water District No 12, Jefferson County, Kansas, hereby certify that the foregoing is a true copy of the changes adopted by the members of the District held on 19th day of February, 1996.

/s/ Tim Noyes, Secretary

**RURAL WATER DISTRICT NO 12  
JEFFERSON COUNTY, KANSAS**

**RULES AND REGULATIONS**

These Rules are issued in compliance with Section 82a, 612 et seq., Kansas Statutes Annotated, as amended, and the By-Laws 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 provision of the rate schedule will prevail. If any portion of these Rules shall be declared invalid by competent authority, such shall not affect the validity of the remaining portions.

**Definitions:** The following expressions when used herein will have the meaning stated below:

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

**Benefit Unit:** A right entitling the holder to one water service. A right entitling the holder to one water service and one water supply unit of one pint per minute if on constant flow line.

**Board:** The Board of Directors of Rural Water District No 12, Jefferson 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 for which a benefit unit has been subscribed and paid for.

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

**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 a water supply unit. 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.

**Application of Water Service & Water Users' 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.

## GENERAL RULES

1. The supplying and taking of water will be in conformance with these Rules and the applicable rate schedule. 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.
2. Applicants for service shall make application to the District Office. If the application for service is approved by the Board of Directors, the applicant will purchase a Benefit Unit for each water service for an indefinite period.
3. Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his/her home and be in readiness to accept service and must meet all of the requirements of the District Office.

### **Service is for the 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 or from one dwelling 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 and approval of the Board of Directors for the duration of the emergency.

Each subscriber specifically acknowledged that a violation of this section shall automatically forfeit the Benefit Unit and any rights, privileges, or use associated therewith and grants Rural Water District No 12 or its agents or assigns the right of ingress or egress to remove said water meter without further notice and specifically waives any requirement of notice.

### **Agreement 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.

### **Right of Access:**

A Representative 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, routine inspection and operation of service or to remove its service equipment and shut off water upon discontinuance of service by consumer.

In the event the consumer denies a representative of the District access for purpose set out above, the District may discontinue service to said consumer until such time as said consumer allows said representative of the District access for purpose stated above.

### **Connection with Private Water System:**

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.

**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 which might occur due to such necessary interruptions.

The District does not accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

**CONTROL EQUIPMENT**

Meters or flow control and float 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. Meter tests will be made according to methods of the American Waterworks Association by the District, as often as deemed necessary by its Board of Directors.

**Meters or Flow Control Accuracy:**

Meters and flow control valves will be checked at the direction of the Board of Directors. Flow control valves will be checked by means of appropriate test equipment 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:**

Meter or flow control valves will be set in meter wells on the user's property. Float valves, when used, will be installed at the consumer's storage facility. Meters shall be set in an accessible place outside of building except where otherwise directed by the District. All meters shall be set horizontally and never connected into vertical pipe. Meters set outside of a building shall be placed in a meter box furnished by the District.

**Bills:**

Water meters will be read by a representative of the District between the 10th day and the last day of each month. Bills will be mailed on or around the 1st day of the following month. Bills will be due on the 16th day of the month following the month in which the water is used. Bills not paid by the 16th day of the month shall be subject to a late charge. Failure to pay the Bill by the 1st day of the month following the month in which the Bill is due shall result in discontinuance of service. The District cannot be responsible for the failure of the Postal Service or other service used by participating members.

**Returned Check Charges:**

There will be a fee charged for any check returned to the District by our bank, regardless of the reason the check was returned. The returned check fee will be determined by the Board of Directors and shall be posted at the District Office. If more than three (3) checks are returned by our bank, for any reason, the District will not accept any check from that consumer; and all subsequent payments must be by cash, money order or certified bank check.

**Reconnection Charges:**

The reconnection charge for restoration of service, if reconnection is authorized and approved under the provisions 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 reconnection charge set by the Board of Directors or a sum to cover the cost of labor necessary to make such reconnections, whichever is greater.

Reconnections made by the District shall be made during normal District business hours.

**Requested Meter or Control Valve Tests:**

Meter or control valve tests requested by consumers will be performed without cost to the consumer if the meter or valve is found to be in excess of ten percent (10%) slow or for valves or 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/her service on account of any cause other than normal wear and tear. The consumer and anyone associated with the consumer is prohibited from making any adjustments, changes, additions, repairs or removal of lines and equipment owned by the District. Any consumer in violation of this section shall pay a fine imposed by the Board of Directors or automatically forfeit the Benefit Unit and any rights, privileges, or use associated therewith and grants Rural Water District No 12, its agents or assigns the right of ingress or egress to remove said water meter without further notice and specifically waives any requirement of notice.

**Change of Occupancy:**

It shall be the consumer's responsibility to anticipate changes of occupancy and to have his/her Benefit Unit transferred to the new consumer as prescribed in the By-Laws. Until the Benefit Unit is formally transferred the original holder shall be responsible for payment for service. All other charges levied against a Benefit Unit must be paid before the Benefit Unit can be transferred, or service resumed where there has been a suspension.

**Main Extensions:**

- A. All costs of getting water service to subscriber's property will the responsibility of the subscriber.
- B. All costs will be bid by a District Representative and all work will be performed by District Maintenance.

- C. All costs will be paid prior to any work being performed.
- D. All easements, applications and other paperwork required by the District must be completed and received in the District Office prior to installation of a Benefit Unit and/or line extension.
- E. All extensions shall become the property of Rural Water District No 12, Jefferson, County upon completion of work.
- F. At no time will any interest be paid on deposits, extension costs, meter applications or line extensions carrying consumer pay back.

**Reimbursement Policy:**

- A. There will be a five (5) year limit on all consumer pay back for line extensions.
- B. All costs will be prorated by measurement of extension and locality of a Benefit Unit.
- C. A representative of the District will measure from start of project to point of Benefit Unit setting. There will be 1/2 cost share when two (2) consumers are involved, 1/3 cost share when three (3) consumers are involved, and so on, as number of consumers increases.
- D. There will be no attachment without cost share unless parties agree in writing. All written agreements must be provided to the District Office.
- E. All extension costs for reimbursement will be calculated on the original cost of extensions. Interest will not be paid on reimbursements.
- F. All calculations will be performed by District Personnel. All money transactions involved in a reimbursement situation will be handled through the District Office. The District will reimburse the consumer upon completion of the line extension, after the next regularly scheduled meeting of the Board of Directors.

**Services:**

The District will install, at consumer's expense, all water service piped from its main lines to the meter. The service line for a Benefit Unit shall not be less than one (1) inch in size. There will be only one meter per one (1) inch line or tap. The District will install the Benefit Unit, setter and pit on constant flow lines. The Benefit Unit will be

set on the land described in the legal description provided to the District Office. The Benefit unit will be set in such a manner to be accessible to the District personnel for maintenance, service, and meter reading.

The meter or constant flow valves will be set on the premises to be serviced at the closest point on the consumer's premises designated by the District.

**Applicants Having Excessive Requirements:**

In the event an applicant whose water requirements are found to exceed the Districts ability to supply water from existing water sources 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 investments in additional water sources.

Unanimously adopted at a meeting of the Board of Directors held at the office of William C. Leech, in Oskaloosa, Jefferson County, Kansas at 2:30 P.M., September 22, 1972 with all members present.

Unanimously adopted at a meeting of the Board of Directors held at the District Office of Jefferson County RWD #12, Jefferson County, Kansas at 8:00 P.M., February 19, 1996 with all members present.

## DISTRICT INFORMATION

District Address:  
Jefferson County RWD #12  
216 Winchester Street  
Winchester, Kansas 66097

District Telephone Number:  
1-913-774-2872

District Emergency Telephone Number:  
After Hours, Weekends, and Holidays  
1-866-255-9742

Record you Benefit Unit Number Here: \_\_\_\_\_