

PWSD #1 ADAIR COUNTY MO

**PUBLIC WATER
SUPPLY DISTRICT #1
OF ADAIR COUNTY**

**PUBLIC WATER SUPPLY DISTRICT #1 OF
 ADAIR COUNTY, MISSOURI
 RULES AND REGULATIONS**

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Version 6/10/2015

1. GENERAL

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. They 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 it is passed by the Board of Directors or on such date as the Board may by resolution designate. If any portion of these Rules and Regulations shall be declared invalid by competent authority, the invalidity shall not affect the validity of the remaining portion.

2. DEFINITIONS:

The following expressions, words and terms, when used herein, shall have the meanings stated below:

A. District:

Public Water Supply District #1 of Adair County, Missouri, acting through its Board, officers, or other duly authorized employees or agents.

B. Applicant:

Any individual, firm, partnership, corporation, the federal or state government, or any unit, agency, political corporation or subdivision of either the federal or state government, or any other agency applying for a Water User's agreement.

C. Board:

The Board of Directors of Public Water Supply District #1 of Adair County, Missouri.

D. Water User:

Any individual, firm, partnership, corporation, the federal or state government, or any unit, agency, political government, or other agency receiving water and water services, or to whom water services are made available from the District's facilities pursuant to a written Water User's agreement.

E. Point of Delivery:

The Point of Delivery shall be at the meter, unless otherwise specified in the Water User's agreement or in any other agreement where it shall be mentioned.

F. Service:

The term Service, when used in connection with the supplying of water, shall mean the availability for use by the Water User of water adequate to meet the Water User's requirements, subject to the provisions of these Rules and Regulations and the By-Laws of the District. Unless otherwise specified by written agreement, service shall be considered available and adequate when the District maintains the water supply at a minimum of 20 p.s.i. pressure at the point of

delivery with the service line static, in readiness for the Water User's use, regardless of whether or not the Water User makes use of it.

G. Landowner:

Any person owning property served by the water system of the District, or who has a leasehold interest therein with more than a year to run. The term "owner" shall also include life tenants but the Board may at its discretion require remaindermen to enter into any agreement required with the property owner under these Rules and Regulations, and the remaindermen shall be bound by these Rules and Regulations in all respects.

H. Water User's Agreement:

Any written or oral agreement or contract between the Water User and the District, pursuant to which water service is supplied or made available.

I. Water Service:

Water Service shall consist of facilities for supplying water to one residence or business establishment located on land within the District.

3. WATER USE RATES & FEES:

A. General

Rate Schedules for water and water service are fixed by the Board of Directors. The Rate Schedule is subject to change by action of the Board. The Rate Schedule currently in effect is included with these Rules and Regulations as Appendix I. If a provision of the Rules and Regulations conflicts with a provision of the rate schedule, the provisions of the rate schedule shall prevail. Water users shall each pay for the goods and services provided to them by the District based upon their use of the Water System as determined by water meters supplied by the District as set forth elsewhere in these Rules and Regulations.

B. Intent

The Rate Schedule shall generate adequate annual revenues to pay the costs of annual operation and maintenance including replacement and cost associated with debt retirement of bonded capital associated with financing the water system. That portion of the rates which is designated for operation and maintenance including replacement of the water system shall be governed by this section.

C. Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this section shall be as follows:

1. "Operation and Maintenance" shall mean all expenditures during the useful life of the system for materials, labor, utilities, and other items which are necessary for managing and maintaining the system to achieve the capacity and performance for which system was designed and constructed.

2. "Replacement" shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the system to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

3. "Water System" shall mean any devices and systems for the storage, treatment, recycling, transmission, and distribution of water. These include transmission and distribution lines, individual systems, pumping, power, and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable water supply such as standby treatment units and any works, including site acquisition of land that will be part of the treatment process.

4. "Useful Life" shall mean the estimated period during which the treatment works will be operated.

D. REPLACEMENT FUND

That portion of the District's gross receipts which is designated for replacement purposes as described below shall be deposited in a separate, non-lapsing fund known as the Replacement Fund. This fund shall be a separate account maintained for the purpose of ensuring that the District will have money available to meet its replacement needs over the useful life of the Water System, as illustrated by Appendices III and IV. Based upon the District's current five year plan, this amount is estimated to be \$30, 013 per year. The District shall deposit this amount into the Replacement Fund annually.

The fiscal year end balance in the account shall be carried over in the same account in each subsequent fiscal year and shall be used for no other purpose than that designated for the account.

E. ESTABLISHING RATES

At least annually prior to the end of the calendar year, the Board will review the rates charged by the District in order to determine that they are still suitable, and will provide adequate annual revenue as described in paragraph B above. In determining the adequacy of the rates, the Board will annually review the methodology set for in Appendix II in order to ensure that the rates at least meet the results of those calculations. If the Board anticipates additional needs for the District, the cost of which would exceed those minimums, the Board may choose to enact rates higher than those calculated by the methodology set forth in Appendix II.

F. NOTIFICATION OF CUSTOMERS

The District's customers shall be notified of any change in the Rate Schedule in a timely manner at least one month before any such change shall be implemented.

G. FEES

In addition to the rates charged for water usages detailed above, the District charges fees for the services of District personnel and various other matters. Those fees are detailed in Appendix V attached hereto and incorporated herein by reference and may be changed from time to time by the District.

(Revised October 2, 2013)

4. APPLICATIONS:

A. Water User Agreements:

Applicants for Water User's Agreements shall make application to the District. Such applications shall be in writing and any District employee shall be able to receive the application.

B. New Construction: Water User Agreements/Easements:

It shall be the policy of the District to require any person wishing to sign up for water to sign a Water User's Agreement and, at the same time, sign an easement giving the District the right of entry on to the prospective Water User's property.

The easement will include the legal description of all of the applicant's property intended to be needed by the District which shall include all of applicant's property bordering the public road unless an adequate more specific description is tendered by the applicant. Such easements shall be recorded immediately upon receipt even though the District may not have immediate plans to lay waterlines on said property.

In all situations in which private property owners refuse to give easements to the District for the construction of its lines, thus forcing the District to construct its water lines on public right-of-way, then the District will not serve the lands or any lands on which it was so denied construction easements until the owner of such land or lands has paid all costs for the relocation of the District's lines onto the land or lands on which easements were initially denied. Appropriate easements in favor of the District will also have to be furnished.

5. SERVICE:

A. Readiness to Accept:

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

B. Service for Sole Use of the Water User:

The standard water service connection is for the sole use of the Water User, and does not permit the extension of pipes to transfer water from one property to any other consumer. If an emergency for a 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. 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 shall be 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 shall be required for each residence, unless the Board shall find such to be an unusual hardship upon the Water User, in which case a special agreement may be made concerning such additional residence, and then the rules for a multiple-unit dwelling as set forth in these Rules and Regulations shall be applied to determine the rate for such farm containing two residences.

C. 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, extensions or for other necessary work. Efforts will be made to notify Water Users who may be affected by such interruptions in advance whenever possible, but the District will not accept responsibility for losses which may occur due to such necessary interruptions. The District does not accept responsibility for losses due to failure of the District to notify any Water User of any such interruption.

D. Services:

The District will install all water service pipes from its mains to the meters on property abutting the right-of-way along which the main is installed insofar as its current financial responsibilities, obligations and conditions will permit, and insofar as adequate water pressure is available at the point of delivery requested by the applicant or Water User. The service pipe shall not be less than $\frac{3}{4}$ inch in size and the District will also install the District main connection, meter and meter setting. The meter will be set at a point on the Water User's premises designated by the District. The charge to the Water User for such installation and the services incident thereto shall be that amount specified in these Rules and Regulations, or as otherwise provide by the Board.

E. Right to Inspect:

Representatives of the District shall have the right at all times to 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.

F. Piping Work to be Inspected:

All piping work done in connection with pipe and services connected with the District's main shall be submitted to the inspection of the District before such underground work is covered up. Whenever the District determines that a job of plumbing is obviously defective, even if not in direct violation of these Rules and Regulations, the District may insist and require that it be corrected before the water will be turned on.

The Board may prescribe the type of materials and the standard of workmanship to be followed in enforcing this section. The District recommends that no less than 160lbs. PSI pipe be used for service connections.

G. Intercepting Tank Required for Large Customers:

Service pipes shall not be connected to the suction side of pumps. The supply for uses of a character requiring a large quantity of water within a short period will not be permitted except through intercepting or intermediate storage tanks.

H. Check Valves, Flush Valves and Vacuum Breakers:

Water Users having boilers and hot water systems connected with mains of the District must have a check valve in the supply pipe to the boilers and hot water heating systems, together with a release valve at some point between the check valve and the heating system. All Water Users are hereby cautioned against the danger of collapse of boilers since it is sometimes necessary to shut off the supply of water without notice, and for this reason, a vacuum valve should be installed in the steam lines to prevent collapse in case the water supply is interrupted. The District, however, will not be responsible for accidents or damages resulting from the imperfect action or failure of said valves. Flush valve or direct flushing closets should not be installed in premises where the service pipe supplying such premises is connected to a main 2 inches or less in diameter. All flush valves shall be equipped with approved type vacuum breakers.

I. Cross Connections and Interconnections:

The District will not allow to be made any physical connection in its water supply system to that of any other pipe system or equipment, where such other pipe system or equipment in any manner receives all or any part of its supply of water directly or indirectly from wells, streams, or any source other than that of the water system of the District.

No interconnection or cross-connection, as defined below, shall be permitted. The making, causing or permitting of the installation or existence of any inter-connection or cross connection shall constitute a violation of the Rules and Regulations of the District, and such prohibited connection shall be removed forthwith in a manner acceptable to the District and the duly constituted public health officials.

Failure to do so within two days after the date of notification by the District may result in discontinuance of water service without further notice. When used in these Rules and Regulations, the following words and phrases shall have the meanings herein provided:

(1) Cross-Connection:

A cross-connection is any pipe, valve or other arrangement or device, connecting the pipe lines of the District, or facilities directly or indirectly connected therewith, to and with pipes or fixtures supplied with water from any source other than the lines of the District.

(2) Interconnection:

An interconnection is a plumbing arrangement, other than a cross-connection, by which contamination might be admitted or drawn into the distribution system of the District, or into lines connected therewith, which are used for the conveyance of portable water.

Representatives of the District shall have the right at all hours to enter upon Water User's premises for the purpose of inspection and enforcement of this provision.

J. Applicants Having Excessive Requirements:

In the event of an applicant whose water requirements are bound to exceed the District's ability to supply it from existing plant without adversely affecting service to other Water Users 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 any necessary investment in additional facilities.

K. Customer's Duty Regarding Service Lines:

The Water User's service pipe and all connections and fixtures attached thereto shall be subject to the inspection of the District before the water will be turned on 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 said properties, shall at all reasonable hours be subject to inspection by any duly authorized employee or agent of the District.

Service pipes shall be laid, at all points, at least forty-two (42) inches below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support. They shall not be laid in sewer ditches. They shall be installed in the trench at least 18 inches in a horizontal direction, in undisturbed earth, from any other trench wherein are laid gas pipe, sewer pipe, or other utility service public or private. Such service lines shall not pass through premises other than that to be supplied unless the District shall so agree in writing.

The Water User shall, at his own cost and expense, make all changes in the service pipe required or rendered necessary on account of changes in the street grades, relocation of mains, or other causes.

No fixture shall 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 made by the Water User at his sole expense and risk.

Service pipes must be kept and maintained in good condition and free from all leaks, and for failure to do so the water supply may be discontinued.

The District shall in no event be liable for any damage done or inconvenience caused by reason of any break, leak or defect in, or by water escaping from service pipes, or from fixtures on the premises of the owner or Water User. The Water User shall be billed in the usual manner for the cost of all such water according to the rate schedule of the District as provided for in these Rules and Regulations and the By-Laws of the District. After notification by Water District employees of a leak on private premises, a customer has 48 hours to have the leak fixed or become subject to disconnection.

L. Water Users Requiring Uninterrupted Supply:

The District will endeavor to give reasonable service, but does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water, and Water Users are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, hot water heating systems, gas engines, etc.

Fixtures or devices taking a supply of water directly from the service pipes, depending upon the hydraulic pressure of the pipe system of the District for supplying same under working pressure, will do so at the risk of the parties making such attachments, as the District will not be responsible for any accidents or damages to which such fixtures or devices are subject.

The District does not allow fire hydrants to be set on distribution lines.

(Revised April 2013)

6. METERS:

A. Meter Deposits:

Water Users of the District and applicants therefore shall make a service deposit before connecting any water service line to water lines or meters of said District in the amount of Fifty Dollars (\$50.00) if they are the landowner. Applicants may be asked to show proof of ownership. In the case of multiple unit dwellings, renters, and mobile home courts, the deposit shall be One Hundred and Twenty Five Dollars (\$125.00) per Applicant. Meters that are one inch or larger shall require a deposit of One Hundred Dollars (\$100.00).

The District reserves the right to change the water meter deposits herein specified at any time by action of the Board of Directors.

It is hereby provided that meter deposits shall be held by the District as a guarantee that the bills of the Water User making such deposit shall be fully paid and that no damage, other than normal wear and tear, will be done to the water meter, line or any property of the District by the Water User, his employees, or agents. Such deposit shall be returned to the Water User at the time the user discontinues water service and ceases to be a Water User of the District, but the District shall be entitled to first deduct the amount of any unpaid water bills and any damage done by the Water User, his employees or agents, to the meter, line or other property of the District other than normal wear and tear. If the amount of such unpaid bills and damages exceeds the amount of the deposit, the District may apply the entire deposit against such unpaid bills and damages. If a sufficient sum shall not be thus realized for the paying of unpaid water bills, damage done to the meter, water line or other property of the District, the Water User agrees to pay the District the remaining amount due.

The District shall pay any amount of such water deposit due the Water User to said user when the water service is discontinued and after the District has had a reasonable time to compute his water bill and to determine if any of the aforesaid damage has been done by said Water User, his employees or agents, and will be payable at the next regularly scheduled Board Meeting. The District shall keep such deposits in a separate bank account or accounts, and the Board at its discretion may invest such funds in savings accounts or certificates of deposit in a

bank or banks in which such funds are held, provided that a reasonable sum is held in a demand account to meet the anticipated refunding requirements. Any interest accruing on such deposits, accounts or certificates shall become the sole property of the District and no Water User shall have any claim for or to such interest, or any portion thereof for any reason. Such interest shall be used by the District in the same manner as income received from the sale of water by the District. The investment of such meter deposit fund is discretionary with the Board and shall not under any circumstances be regarded as mandatory.

In the case of Water Users who use in excess of 30,000 gallons per month, or whose anticipated needs are in excess of 30,000 gallons per month, the Board may, at its discretion, require a larger deposit at any time from any such Water User.

(Revised 01/12)

B. Meters Furnished By District:

Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District, without cost to the Water User, except that such Water User shall pay a connection fee as set forth in these Rules and Regulations, which shall not be refundable. The complete record of tests and histories of meters will be kept as deemed necessary by the District. Meter tests will be made according to methods of the American Waterworks Association by the District as often as deemed necessary by the Board.

C. Requested Meter Tests:

Meter tests requested by Water Users shall be performed without cost to the Water User if the meter is found to be at least two percent (2%) fast or slow. Otherwise, the Water User for whom the requested test was made will be charged the cost of making the test plus a \$25.00 trip charge.

D. Water User's Responsibility:

The Water User shall be responsible for any damage to the meter installed for his services for any cause other than normal wear and tear. The water user will be charged a \$25.00 trip fee plus the costs of any parts necessary to repair the meter.

E. Service Connection Fees:

A Water User whose meter is locked for non-payment will be charged a \$50.00 reconnection fee before his service will be restored. A new customer who requests service is required to pay a \$25.00 connection charge. This fee is to be paid before service is installed.

F. Commercial Type Meters:

Commercial accounts having one-inch meters will be required to pay a minimum bill for the first 1,000 gallons plus a \$10.00 demand charge. There will be a service connection charge based on the size of the meter to be installed. See the Meter Deposits section, of these Rules and Regulations for the amount of the meter deposit. The service connection charge must be paid before installation will be made.

G. Customers Subject To Monthly Demand Charges:

All customers who own multiple dwelling units, recreational vehicle courts, or a trailer court shall be subject to a monthly demand charge. If the customer has a $\frac{3}{4}$ inch meter, the monthly demand charge is \$10.00. If the customer has a 1-inch meter, the monthly demand charge is \$10.00 per month. This charge is payable simultaneously with the monthly water bill.

A multiple dwelling unit shall be defined as a structure which houses more than one household and uses only one water meter for providing water to such.

(Revised October 2, 2013)

7. PAYMENT FOR WATER USE:

A. General:

There shall be a minimum charge for all customers of the District with water available at a service connection. Each water user shall be required to pay his water bill for the amount of water used for the preceding period not later than the 15th day of each month. All payments received in the District office on the 16th of the month or after, or those received by mail and postmarked the 16th or later, will be subject to a 10% penalty. If the 15th falls on a Saturday, Sunday, or holiday when the office is closed, customers will have through the end of business on the following business day with no late charge. The customer is to return his pay stub with account information along with his required payment.

Failure of a water user to pay his bill by the last day of the month shall result in the disconnection of water service. Such disconnection shall be made without the necessity of notice to the particular water user. No reminder or late payment notice will be sent. Any damage resulting to a water user or his property as a consequence of disconnection shall not be the responsibility of the District, its agents, or employees. The customer's bill will not be considered paid in full until the regular water charge is paid as well as any late charge, penalty and applicable disconnect and trip charges.

After disconnection, service will not be restored until the outstanding bill and any related charges have been paid. Furthermore, service will not be restored until the next working day after the payment is made.

The District, its agents and employees shall not be liable to any water user or the owner of the property used, held, occupied, rented, or leased by the water user for any damage caused when disconnection is made according to these Rules and Regulations, and it shall be immaterial that no notice or such disconnection was given to the water user or property owner.

No person shall be allowed to make connections with the lines of the District or receive or purchase water from the District so long said person is in arrears in the payment of water bills to the District with regard to other hook ups then possessed or previously possessed by such person.

Water use caused by a leak in the customer's line is the responsibility of the customer, and no adjustment to his bill shall be made unless the loss is over 50,000 gallons. If the loss exceeds 50,000 gallons, then the customer will be offered an adjustment so as long as the bill is paid within thirty (30) days or in monthly installments over a period no more than twelve (12) months. The adjustment will be the recalculation of the bill at ten percent (10%) over the average cost of water purchased by the District from the City of Kirksville for the calendar month preceding the month during which the leak occurred. The adjustment will be offered only one time to any one customer. Should that customer have a further leak in the future, no discount will be offered.

(Revised August 6, 2015)

B. Non-Payment of Final Bill:

The Water District sends 3 notices of final payment due; if no payment is received within 5 days after the date on the third notice, the account is turned over to a collection agency.

C. Collection Charges:

If a District employee makes a trip to a customer's meter location for the purpose of disconnection of service as a result of non-payment of a bill, a Twenty-five dollar (\$25.00) service charge will be assessed even in the event that a customer is at the location and pays the delinquent bill in order to avoid immediate service disconnection.

D. Returned Checks:

Customers whose check is returned to the District by the bank for any reason will be assessed a returned check fee of \$25.00 when the check is picked up at the Water District office. Payment for the returned check must be in the form of cash. The District will mail a "Notice of Demand for Payment of a Dishonored Check" to the customer upon receipt of a returned check. The customer will then have five business days from the date of the notice to make payment for the returned check. After two insufficient funds checks have been tendered to the District, a customer must pay his monthly bills with a money order or cash and must be in good credit standing for one (1) year before he can pay with a check again. If the returned check causes the account to become delinquent for any given month, then the delinquency charge will also be added. A customer's bill will not be considered paid in full until any outstanding delinquent checks from that customer have been paid.

E. Afterhours Service Charge:

Any service call required by a customer outside of the District's usual business hours may subject the customer to a trip charge of \$75.00 if it is determined that the service call was required because of a problem on the customer's side of the meter rather than a problem with the District's equipment.

(Revised October 2, 2013)

8. DISCONTINUANCE OF WATER SERVICE:

A. General:

Water service will be discontinued to any Water User or property on account of temporary vacancy of such property at the request of the Water User, without in any way affecting the agreement in force, and upon payment of all charges due as provided in the Rules and Regulations and By-Laws of the District.

In the event that an applicant for water service has purchased or otherwise acquired the property and holds title thereto and the previous owner discontinued water service other than

because of the temporary vacancy thereof, said applicant shall not be required to pay any delinquent bill, including the three-year User Agreement, or unpaid charges, resulting from the conduct or actions of the previous owner, but shall be required to pay the required meter deposit plus a service charge of \$25.00 in order to reconnect water service.

Except in the case of failure of the Water User to pay the bill owed the District for water service, as set forth in these Rules and Regulations, the District will not discontinue the service of any Water User for violation of any rule or regulation of the District, without written notice of at least two days, mailed to such customer at his address as shown upon the District's records, or personally delivered to the Water User or a member of his household, advising the user of what rule has been violated for which service will be discontinued if the violation is permitted to continue; provided, however, that where misrepresentation of use of water is detected, or where the District's regulating or measuring equipment has been tampered with, or where a dangerous condition is found to exist on the Water User's premises, service may be shut off without notice in advance. Subject to the foregoing provisions, service rendered under any application, contract or agreement may be discontinued by the District for any of the following reasons:

- (1) For willful or indifferent waste of water due to any cause.
- (2) For failure to protect from injury or damage the meter and connections.
- (3) For failure to protect and maintain the service pipe, or fixtures on the property of the Water User (or the property occupied by the Water User) in a condition satisfactory to the District.
- (4) For molesting or tampering by the Water User, or others with the knowledge of the Water User, with any meter, connection, service pipe, curb cock, seal, valve or any other appliance of the District controlling or regulating the Water User's water supply.
- (5) 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 appliances controlling or regulating the Water User's water supply.
- (6) 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 accruing under these Rules and Regulations, the rate schedule of the District or the By-Laws of the District.
- (7) In case of vacancy of the premises.
- (8) For violation of any rule, regulation or By-Law of the District.
- (9) For any practice or act prohibited by the Missouri Department of Health or any other state or federal agency affecting the safety, integrity, or welfare of the Water Supply System.
- (10) 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.

The discontinuance of the supply of water to a property for any reason shall not prevent the District from pursuing any lawful remedy by action at law, criminal prosecution, or otherwise for the collection of monies due from the Water User or property owner.

Water will not be turned on to any property unless there be at least one adult resident, employee, or landowner present at such time to see that all water outlets in the premises are closed to prevent damage by escaping water. In the alternative, a customer may elect to sign a written waiver giving District employees permission to turn the water on and agreeing to release

and indemnify the District and its agents from any responsibility for any loss or damages caused thereby. Said waiver is to be in the form of Form A attached to these Rules and Regulations.

Only an employee, officer or agent of the District may turn on water and all applicants and Water Users are expressly forbidden to do so.

B. Damage Done to Mains:

An individual who damages the Water District's main distribution system will be charged for the cost of any contractor's work and maintenance personnel time, and an estimated cost for the water lost as well as any other charges incurred by the District as a result of the damage. The Water District will have sole discretion over which contractor is hired and where the materials are purchased to do the repair work.

C. Damage Done to Meters:

Damage done to meter lids, rings, *transmitters*, damaged locks, meters, meter pits, etc. will be charged to the customer if the damage was a result of the direct action of the landowner. These charges will be at the District's discretion, depending on the type of damage done and the cause of the damage. The Water User must notify the District concerning the damage as soon as the incident occurs.

D. Frozen Meters:

The first service call for a frozen meter is free. If a subsequent call is necessary for the same meter, a charge of \$25.00 and the replacement or repair costs of the meter will be assessed for each such call if the meter has not been adequately protected.

E. Multiple Meters:

Failure of a customer with more than one water meter, to pay the account on any of these meters, will result in all of said customer's meters being disconnected in accordance with the policies of this section.

(Revised October 2, 2013)

9. POLICY REGARDING TAMPERING WITH WATER METERS

A. Tampering defined

For purposes of these regulations tampering is any unauthorized change to a water meter, pit, flush hydrant, end cleanout District line or any other property owned by the District. It includes removing, adjusting or repairing the water meter, cutting or removing any locking device or any other action taken by non-district personnel, without the written approval of the District Manager, that results in a change to the water meter, meter pit or water line.

B. Penalty for tampering

Should any customer be found to have tampered with his or her water meter, meter pit or the District's line, for the first offense, the District will impose a \$150 fine and the customer will be required to pay the costs to repair any damage to the meter, pit or line. For the second offense, the District will impose a \$1000 fine and the customer will be required to pay the costs to repair any damage to the meter, pit or line. For the third offense, the customer's service will be disconnected, the meter and service line will be removed *and the customer will be billed for any damages and costs*. In addition to the foregoing, the customer will be required to pay for any water used during the period when the tampering occurred. If the actual amount of water used cannot be determined, then the customer's monthly water usage for the time in question will be estimated to be 2½ times the highest monthly usage for that customer during the past year.

C. Turning the meter on and off

In spite of the foregoing, if the tampering only consists of turning the meter on or off using the meter valve provided for that purpose, then such customer will not be charged the fines described but will be responsible for any damage caused to the meter as a result of turning the meter on and off themselves. Turning off the meter shall in no way relieve the customer of his obligation to pay his monthly water bill in accordance with these rules and regulations and the rate schedules published by the District.

D. Aggravated tampering

Any customer who has been found to have tampered with a meter more than once or who, after the meter has been turned off by the District for non-payment, turns the meter back on or tampers with the meter in any other manner to obtain water without paying such customer's outstanding bill will be considered guilty of aggravated tampering. Should a customer be found guilty of aggravated tampering, the customer and the customer's landlord, if applicable, shall be given a 30 day notice that all outstanding bills must be paid within said 30 day period, or at the end of said 30 days the District will remove the meter and meter pit and cap the line. In this case, any restoration of water service to this location will require the installation of a new meter and will be treated as a new installation.

E. Tampering by others

Any customer who causes or permits another to tamper with his or her water meter or other property owned by the District shall be responsible for the tampering just as though they did it themselves.

F. Remedies Cumulative and Not Exclusive

The remedies provided to the District by this paragraph are not exclusive. The District reserves the right to exercise any and every remedy permitted by law in the event of tampering with the District's lines equipment. These remedies may include making a formal complaint to the relevant Sheriff's Department or other law enforcement agency. Furthermore, the District may charge an additional deposit against any customer found guilty of tampering, prior to reconnection of service, or as a requirement for continuation of service in order to indemnify the District against future indebtedness the customer may incur.

(Revised April 2013)

10. WATER CONSERVATION PLAN

The Adair County Public Water Supply District #1 shall have the right to implement the following plan of water conservation for the District as a whole or for a certain portion of the District when in the opinion of the Management of the District a probable water shortage is reasonably possible. The plan will stay in effect until it can be determined that the water shortage no longer exists.

All Stages may be implemented by the General Manager or the Board of Directors.

A request for public cooperation will be made through the news media. The District will use the news media it feels is most effective for Stage 1 and 2. Public notice for Stage 3 will be through the use of at least radio, newspaper, and television.

A. Stage 1 (Voluntary)

The District will request voluntary conservation efforts and compliance with the following restrictions:

- (1) No washing of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, no pumping of fountain recirculating water.
- (2) No refilling of swimming pools with water furnished by the District.
- (3) No washing of cars, other motor vehicles, trailers, or boats, except by bucket.
- (4) No water to be used for dust control.
- (5) No flushing of mains by Water District personnel except to alleviate specific customer complaints.
- (6) Commercial and industrial users will be requested to conserve water as much as possible.
- (7) All livestock producers using water furnished by the District will be requested to conserve.

If after the initiation of Stage 1, weather conditions, expected trends in demand, or other factors indicate that the threat of a water shortage will continue, the additional provisions of Stage 2 will be implemented.

B. Stage 2 (Voluntary)

Stage 1 restrictions would remain in effect plus the following restrictions would also be requested:

- (1) No watering of any lawn, garden, landscaped area, tree, shrub, or other plant, except from a hand-held hose or container, or drip irrigation system. Such watering would take place only at times designated by the management of the Water District.
- (2) Commercial and industrial users would be requested to reduce water consumption by 30%.
- (3) All livestock producers using water furnished by the District would be requested to reduce their water consumption by 30%.

If, after the initiation of Stage 2, weather conditions, expected trends in demand, or other factors indicate that the threat of a water shortage will continue or worsen, or if a serious problem or system emergency should develop, the mandatory measures of Stage 3 would be implemented.

C. Stage 3 (Mandatory)

- (1) No washing of sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, no pumping of fountain recirculating water.
- (2) No refilling of swimming pools with water furnished by the District.
- (3) No use of water for recreational uses such as water slides or yard play.
- (4) No washing of cars, other motor vehicles, trailers, or boats except from a bucket.
- (5) No water to be used for dust control.
- (6) No flushing of mains by Water District personnel except to alleviate specific customer complaints.
- (7) Watering of any lawn, garden, landscaped area, tree, shrub, or other plants shall be prohibited.
- (8) It would be mandatory that all large users, including livestock producers, meet with the Manager of the District within ten (10) working days of the implementation of Stage 3 and submit a conservation plan for their service.

The plans' goal would be to reduce usage by 50% and would list specific conservation measures to be implemented for each service.

During Stage 3 conservation, any user found to be in violation of any of the provisions of this plan will be given notice in the form of a hand-delivered letter. If the violation continues, his service would be subject to immediate disconnection and remain disconnected as long as Stage 3 restrictions remained in effect.

11. LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER PLUMBING

Be it ordained by the governing body of the Adair County Public Water Supply District #1, State of Missouri:

A. Lead Ban – General Policy

(1) Purpose

The purpose of this ordinance is:

- a. To ban the use of lead materials in the public drinking water system and private plumbing systems and their own private plumbing systems.
- b. To protect residents from lead contamination in the public drinking water system and their own private plumbing systems.

(2) Application

This ordinance shall apply to all premises served by the Adair County Public Water Supply District #1.

(3) Policy

This ordinance will be reasonably interpreted by the water purveyor. It is the purveyors intent to ban the use of lead based material in the construction or modification of the Adair County PWSD #1's drinking water system and any private plumbing connected to the system. The cooperation of all consumers is required to implement the lead ban.

If, in the judgment of the water purveyor or his authorized representative, lead base materials have been used in new construction or modification after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead base materials removed from the plumbing system and replaced with lead free materials. If the lead base materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

B. Definitions

The following definitions shall apply in the interpretation and enforcement of this ordinance.

- a. "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system;
- b. "Lead base materials" means any material containing lead in excess of the quantities specified in B. (1) c.;
- c. "Lead free" means:
 - i. When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead; and
 - ii. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than eight percent (8.0%) lead.
- d. "Public drinking water system" means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and
- e. "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system.

C. Lead Banned from Drinking Water Plumbing

- (1) No water service connection shall be installed or maintained to any premises where lead base materials were used in new construction or modifications of drinking water plumbing after January 1, 1989.
- (2) If a premises is found to be in violation of C. (1), water service shall be discontinued until such time that the drinking water plumbing is lead free.

12. MAIN EXTENSIONS AND CONNECTIONS:

A. General

In making a connection to an applicant for water service, the Board shall charge a fee at least equal to the cost to the District for said connection and such fee may be adjusted, taking into consideration the average cost for the entire system to each Water User, at the discretion of the Board. In addition to the applicable meter deposit, the fee for a short side meter set shall be \$850, and the fee for a long side meter set shall be \$1300 under gravel or \$1400 under asphalt or concrete.

(Revised December 2013)

B. Extensions

Extension of water mains and lines shall be made by the District upon written application on a form approved by the Board of Directors. If said application is approved, the main or line shall be extended provided that:

- (1) Applicant pays all construction, engineering and legal expense of such extension.
- (2) Said payment shall be made in advance to the District or at the discretion of the Board may be placed in a special escrow account. If the cost and expense of such construction is not ascertainable, the cost thereof shall be estimated and said amount shall be paid to the District or put in a special escrow account and applicant shall agree to pay any additional cost incurred for such extension. The cost of a meter set is in addition to the charges outlined above.
- (3) Before granting to an applicant the right to make such extension, or before entering into an agreement therefore, the Board shall first determine that the extension will not materially affect in an adverse manner the service rendered to any existing customer of the District. In the event the Board determines, based upon information furnished by its employees and consultants, that such extension would have a materially adverse effect upon existing Water Users of the District, then the District shall not permit such extension.

C. Land Development

All land developers requesting extension of water service must have a surveyed plat of the area they are planning to develop and all designated lots and utility easements must be shown on the plat. Projects must be approved by the District's engineer and the Missouri Department of Natural Resources before any work by, or on behalf of, the District will start. Water line

extensions and installation must be approved by the Board of Directors. All expenses incurred must be paid in advance by the developers.

D. Cost Sharing Program

- (1) The District shall annually budget the sum of fifteen thousand dollars (\$15,000) to be used to assist new customers to obtain water service subject to the provisions hereof beginning on November 1, 1999.
- (2) From the amount allocated above, the District will pay up to one thousand five hundred dollars (\$1,500) per qualified customer toward the extension of water mains to that customer's property line. Any cost above the one thousand five hundred dollars (\$1,500) shall be borne by the customer. Said amount is specifically not to be used to extend lines from the main to the customer's home or for the cost of meter sets.
- (3) The assistance herein described is only available to customers extending water service to owner occupied, residential housing built upon a standard foundation. In order to qualify for this assistance, the prospective customer must pay all applicable deposits and fees in order that their name may be added to the waiting list of customers requesting such assistance.
- (4) The assistance herein described shall be provided on a first come, first serve basis and when the full amount allotted per year has been exhausted, no further assistance will be provided by the District until its next fiscal year.
- (5) The District may, at the Board's discretion, permit qualified customers applying for the extension of water as a group to pool the District's contribution over the entire project.
- (6) Any customer refusing such assistance when it becomes available to them will be refunded their aforementioned deposit and removed from the list of customers requesting such assistance.
- (7) The foregoing does not prohibit any customer from requesting that service be extended to them at their own cost.

E. DNR Permitting

a. Prior to any new water mains, extensions, or related improvements being added to the District's water system, or prior to substantial upgrades or modifications of the same, the District shall obtain a permit to construct from the Missouri Department of Natural Resources.

F. Ownership of Mains and Connections

a. All water mains and meters shall be the property of the District, regardless of who paid for their construction or installation. All lines and equipment on the customer's side of the meter shall belong to the customer.

(Revised June 2, 2011)

13. MULTIPLE-UNIT DWELLINGS:

In the event that service is desired by an owner of a multiple-unit residence, said multiple-unit residence being herein defined as a dwelling unit housing more than one family, and such definition shall include duplexes, triplexes, fourplexes, apartments and all similar structures and residences, then the owner shall be required to acquire a water meter for each unit, or in the

alternative, to enter into a special agreement with the District whereby the owner pays a \$10.00 Demand Charge per month for each apartment or dwelling unit.

The Board of Directors shall be the sole judge and shall have full authority to determine how many units are contained in a residence, and such determination shall be final and binding upon the owner of any such residence and upon any Water User therein.

14. TRAILER COURTS:

In the event that the owner of a mobile home court desires service for the court, then the owner shall be required to acquire a water meter for each trailer space, or in the alternative, to enter into a special agreement with the District whereby the owner pays a \$10.00 Demand Charge per month for each trailer location in the court. The amount of the water meter deposit required of the owner shall be determined by the Board of Directors as set forth in these Rules and Regulations.

The number of trailer locations to be charged a monthly Demand Charge during each billing period shall be the number of locations available for rental during such time and the Board, its employees and agents, shall determine how many such units are to be charged, and such determination shall be final and binding upon the owner of the mobile home court. All trailer locations in the court shall be liable for a monthly Demand Charge as outlined in Section 6 (Meters), item G, in these Rules and Regulations and a charge for the actual water usage.

15. RATE FOR TANK SALES:

The Board has the exclusive power to authorize tank sales or sales in bulk of water from such supply heads as it may designate at the rates to be determined by the Board. By resolution, the Board may prohibit the sale of water in bulk to any residence, landowner or renter of the District whose property is served by a water line.

16. ONE CALL SYSTEM AND DAMAGES TO LINES:

The District participates in the One Call System, also known as Dig Rite, created by Section 319.010, RSMo. et seq. While the District will locate utilities as required by the statute, excessive remarking of utilities may be the responsibility of the excavator pursuant to Section 319.026, RSMo. Furthermore, excavators are expected to work in a safe and prudent manner pursuant to Section 319.041, RSMo., and the District will fully enforce its rights to collect damages to excavators and others that damage its lines.

17. LIABILITY OF DISTRICT:

The District shall not in any way or under any circumstance be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water due to any cause whatsoever. The District will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur.

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

18. DISTRICT EMPLOYEES:

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 or intent of these Rules and Regulations or of the By-Laws of the District, or the laws of the State of Missouri.

Any complaint against the service or employees of the District should be made at the office of the District in writing.

Any employee, agent, or representative of the District, when conducting District business on premises not owned by the District, shall, upon reasonable request, produce identification reflecting that he is an employee, agent, or representative of the District. Prior to entering into the dwelling place of a customer of the District for any purpose, a District employee on District business, shall identify himself, and present credentials showing that he is an employee, agent, or representative of the District.

19. COPIES OF DISTRICT RECORDS:

The District will recover the actual cost of copying for requested records. The cost for paper copies, not larger than 9 x 14 inches, shall be ten cents (10¢) per page, plus the hourly fee for duplication time, not to exceed the average hourly rate of pay for clerical staff of the District. Research time actually incurred shall be charged at the same rate. The District shall use the lowest paid, qualified employee to perform the necessary research and duplication.

Copies of records made in non-paper format, or paper copies larger than 9 x 14 inches, shall be charged at the actual cost for researching and copying the same.

The person or entity requesting the copies shall be requested to deposit the anticipated necessary fees, prior to the copies being produced.

(Revised November 4, 2004)

20. CODE OF ETHICS

A Resolution of the Public Water Supply District No. 1 of Adair County, Missouri, to establish a procedure to disclose potential conflicts of interest and substantial interests for certain officials.

Be it resolved by the Board of Directors of the Public Water Supply District No. 1 of Adair County, Missouri, as follows:

A. Declaration of Policy.

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial and or other interests in matters affecting the District.

B. Conflicts of Interest.

- (1) All elected and appointed officials as well as employees of a political subdivision must comply with Section 105.458. RSMo, on conflicts of interest as well as any other state law governing official conduct.
- (2) Any member of the governing body of a political subdivision who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% of more of any business entity, or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

C. Disclosure Reports.

Each elected official, the chief administrative officer, the chief purchasing officer, and the full-time general counsel, if any, shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

- (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- (3) The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:
 - a. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

- b. The name and address of each such sole proprietorship that he owned; the name, address and the general nature of the business conducted by each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted by any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
- c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

D. Filing of Reports.

- (1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - a. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending immediately preceding December 31; provided that any member of the board may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - b. Each person appointed to office shall file the statement within sixty days of such appointment of employment.
- (2) Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

E. Filing of Resolution.

A certified copy of this resolution, adopted prior to September 15th, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

F. Effective Date.

This resolution shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

(Adopted 9/14/98, readopted '00, '02, '04, '06, '08, '10, '12, and '14)

21. Identity Theft Prevention Program

A. Risk Assessment

The Public Water Supply District #1 of Adair County Missouri has updated its an internal risk assessment to evaluate how at risk the current procedures are at allowing customers to create a fraudulent account and evaluate if current (existing) accounts are being manipulated. This risk assessment evaluated how new accounts were opened and the methods used to access the account information. Using this information, the utility was able to identify red flags that were appropriate to prevent identity theft.

1. New accounts opened In Person
2. New accounts opened via Telephone
3. New accounts opened via Fax
4. Account information accessed In Person
5. Account information accessed via Telephone (Person)
6. Identity theft occurred in the past from someone falsely opening a utility account

B. Detection (Red Flags):

The Public Water Supply District #1 of Adair County Missouri adopts the following red flags to detect potential fraud. These are not intended to be all-inclusive and other suspicious activity may be investigated as necessary.

1. Identification documents appear to be altered
2. Photo and physical description do not match appearance of applicant
3. Other information is inconsistent with information provided by applicant
4. Other information provided by applicant is inconsistent with information on file.
5. Application appears altered or destroyed and reassembled
6. Personal information provided by applicant does not match other sources of information (e.g. credit reports, SS# not issued or listed as deceased)
7. Lack of correlation between the SS# range and date of birth
8. Information provided is associated with known fraudulent activity (e.g. address or phone number provided is same as that of a fraudulent application)
9. Information commonly associated with fraudulent activity is provided by applicant (e.g. address that is a mail drop or prison, non-working phone number or associated with answering service/pager)
10. SS#, address, or telephone # is the same as that of other customer at utility
11. Customer fails to provide all information requested
12. Personal information provided is inconsistent with information on file for a customer
13. Applicant cannot provide information requested beyond what could commonly be found in a purse or wallet
14. Identity theft is reported or discovered

C. Response

Any employee that may suspect fraud or detect a red flag will implement the following response as applicable. All detections or suspicious red flags shall be reported to the senior management official. Add or delete items as applicable:

1. Ask applicant for additional documentation
2. Notify internal manager: Any utility employee who becomes aware of a suspected or actual fraudulent use of a customer or potential customers identity must notify Paul Hazen.
3. Notify law enforcement: The utility will notify the Adair County Sheriff's Department at (660) 665-4644 of any attempted or actual identity theft.
4. Do not open the account
5. Close the account
6. Do not attempt to collect against the account but notify authorities

D. Personal Information Security Procedures:

The Public Water Supply District #1 of Adair County Missouri adopts the following security procedures

1. New Accounts for new customers will only be opened when the primary customer can identify himself or herself with a driver's license or other photo ID, and a valid social security card.
2. A photocopy of the individual's driver's license and a notation of their Social Security Number will be retained in a paper file inaccessible to the general public. Their Social Security Number will not be entered into the computerized billing system.
3. If the primary party responsible on an account is changed, it will be treated as a new account and the security procedures described above will be followed.
4. Paper documents, files, and electronic media containing secure information will be stored in file cabinets in a locked room.
5. Files containing personally identifiable information are kept in file cabinets in a locked room except when an employee is working on the file.
6. Employees will not leave sensitive papers out on their desks when they are away from their workstations.
7. Employees store files when leaving their work areas.
8. Employees log off their computers when leaving their work areas.
9. Visitors who must enter areas where sensitive files are kept must be escorted by an employee of the utility. No visitor will be given any entry codes or allowed unescorted access to the office.
10. Access to sensitive information will be controlled using "strong" passwords.
11. Employees will choose passwords with a mix of letters, numbers, and characters. User names and passwords will be different. Passwords will be changed at least monthly. Passwords will not be shared or posted near workstations. Password activated screen savers will be used to lock employee computers after a period of inactivity.
12. Anti-virus and anti-spyware programs will be run on individual computers and on servers daily.

13. Employees will be alert to attempts at phone phishing.
14. Employees are required to notify the general manager immediately if there is a potential security breach, such a lost or stolen laptop.
15. Employees who violate security policy are subjected to discipline, up to, and including, dismissal.
16. Service providers notify you of any security incidents they experience, even if the incidents may not have led to an actual compromise of our data.
17. Any data storage media will be disposed of by shredding, punching holes in, or incineration.

E. A report will be prepared annually and submitted to the above named senior management or governing body to include matter related to the program, the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identify theft incidents and the response to the incident, and recommendations for substantial changes to the program, if any.

22. CREDIT CARD INFORMATION SECURITY POLICY

A. Introduction

This policy covers the security of district information and must be distributed to all district employees.

B Ethics and Acceptable Use Policies

The district expects that all employees conduct themselves in a professional and ethical manner. An employee should not conduct business that is unethical or illegal in any way, nor should an employee influence other employees to act unethically or illegally. Furthermore, an employee should report any dishonest activities or damaging conduct to an appropriate supervisor.

Security of district information is extremely important to our business. We are trusted by our customers to protect sensitive information that may be supplied while conducting business. Sensitive information is defined as any personal information (i.e.; name, address, phone number, e-mail, Social Security number, driver's license number, bank account, or credit card numbers, etc.) or district information not publicly available (i.e., employee information, legal strategies, and similar confidential information). It is important the employees do not reveal sensitive information about the district or our customers to outside resources that do not have a legal right to know such information.

C. Disciplinary Action

An employees failure to comply to the standards and policies set forth in this document may result in disciplinary action up to and including termination of employment.

D. Protect Stored Data

Protect sensitive information stored or handled by the district and its employees. All sensitive information must be stored securely and disposed of in a secure manner when no longer needed for business reasons. Any media (i.e., paper, floppy disk, backup tape, computer hard drive, etc.)

that contains sensitive information must be protected against unauthorized access. Media no longer needed must be destroyed in such a manner to render sensitive data irrecoverable (i.e., shredding, degaussing, disassembly, etc.).

E. Credit Card Information Handling Specifics

1. Destroy cardholder information by a secure method when no longer needed. Media containing card information must be destroyed by shredding or other means of physical destruction that would render the data irrecoverable.
2. All but the last 4 numbers of the credit card account number must be masked (i.e. x's or 's) when the number is displayed electronically or on paper.

F. Physical and Data Security

Restrict physical access to sensitive information, or systems that house that information (i.e. Computers or filing cabinets storing cardholder data), to protect it from those who do not have a right or need to access that information. Media is defined as any printed or handwritten paper, received faxes, floppy disks, back-up tapes, computer hard drive, etc.

1. Media containing sensitive information must be securely handled and distributed.
2. Media containing stored sensitive information (especially credit card account numbers and social security numbers) should be properly inventoried and disposed of when no longer needed for business by deleting, shredding, or degaussing before disposal.
3. Visitors should always be escorted and easily identifiable when in areas that may contain sensitive information.
4. Password protected screen savers should always be used on any computers that may contain sensitive information.
5. All third parties with access to credit card account numbers are contractually obligated to comply with card association security standards (PCI/DSS).
6. Anytime credit card information must be discussed on the phone, the identify of the caller will be verified before business is transacted and no employee of the district will share a credit card number with the caller or any identifiable information with the caller which might enable him to determine the credit card number used to pay a given account.

23. AMENDMENT OF RULES AND REGULATIONS:

These Rules and Regulations may be amended at any regular meeting of the Board or at any special meeting thereof called for such purpose, provided that such amendment must receive not less than three affirmative votes of the members of the Board.

Approved by the Board of Directors of Adair County Public Water Supply District #1 this
____ day of _____, 20____.

Secretary

Form A

Water Supply District of Adair County
P.O. Box Q
1120 North Green
Kirksville, MO 63501
Phone (660) 665-8378

DATE _____

TO WHOM IT MAY CONCERN:

I would like for an Adair County Public Water Supply District #1 employee to turn the water on at the meter providing service to my premises, even though I realize it is possible there is a leak or someone has left a faucet on. I will not hold the Water District responsible for any water loss.

CUSTOMER _____

ACCT. NUMBER _____

WITNESS _____