

Lake Sherwood Estates Association Rules and Regulations Volume V

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LAKE SHERWOOD ESTATES ASSOCIATION

RULES & REGULATIONS / VOLUME V

WATER AND SEWER SYSTEMS

TABLE OF CONTENTS

ARTICLE 1	General Water and Sewer
ARTICLE 2	Definitions
ARTICLE 3	Application, Supply and Taking of Service
ARTICLE 4	Connection Fees and Procedures Section 1 – General Section 2 – Water & Sewer Connections
ARTICLE 5	Rates, Charges and Conditions of Service
ARTICLE 6	Billing, Payment of Bills and Collections
ARTICLE 7	Water Conservation Plan
ARTICLE 8	Backflow Prevention
ARTICLE 9	Boil Water Advisories and Orders
ARTICLE 10	Fire Hydrants, Regulations for Use
ARTICLE 11	Sprinkler System Uses
ARTICLE 12	Private Systems
ARTICLE 13	Governmental Agreements and Emergency Interconnections
ARTICLE 14	Penalties for Tampering
ARTICLE 15	Severability and Effective Date
APPENDIX A	General Diagrams Typical LSEA Service Line w/Water Meter & Main Tap Typical LSEA Gravity Sewer Lateral Typical LSEA Pressure Sewer Lateral

ARTICLE I

GENERAL WATER AND SEWER

1. The Rules and Regulations of LSEA shall govern and be enforced by LSEA and its agents. These Rules have been adopted to govern the services provided in the best interest of LSEA and LSEA's customers. The Rules and Regulations apply to all persons, firms, corporations, partnerships, etc. using or intending to use water and/or sewer services provided or to be provided by LSEA.
2. All persons, firms, corporations, partnerships, etc. desiring to obtain water and/or sewer services from LSEA shall request to obtain such services. All applicants shall meet and follow all requirements set forth in these rules and regulations. Failure to do so may result in disconnection of service or other penalties as defined herein.
3. All connections to LSEA's water and/or sewer systems shall be requested in advance, connection fees paid in full, be properly installed and water services properly metered prior to the turn on of service.
4. The water and sewer services made available under these rules are for the sole use of the person, persons and customer at his/her premise(s) and he/she shall not resell in any manner any water or sewer service without the specific written consent and permission of LSEA.
5. Water and/or sewer service is for the sole use service described above and prohibits any extension of pipes, hoses, etc. to transfer water and/or sewer services from one property to any other property, person, persons, or customer and also prohibits any person, persons, customer from sharing, reselling, sub-metering to another person, persons or customer. No more than one premise shall be served by a service connection, unless express written permission is given by LSEA on an individual basis. A property containing a residence and an out building for use in other operations shall be considered as one residence and that customer may use water and/or sewer service from a single connection/meter for all such buildings.
6. LSEA has the right to inspect meters, pumps, backflow prevention devices and all other water fixtures, lines and appliances as well as all sewer appurtenances for the use of water or sewer whenever deemed necessary by LSEA for the purpose of regulating such use, keeping accurate account, preventing waste, leakage or other violations of these rules and regulations. For such purpose it shall be the duty of the water customer to allow LSEA access to their premises at reasonable times and intervals; should any person, persons or customer refuse to allow such access, upon order of LSEA, water and/or sewer service may be discontinued and withheld from any customer so refusing.
7. LSEA reserves the right, at any time, without notice, to discontinue water and/or sewer service in their distribution and collection lines for the purpose of making extensions, repairs or for any other purpose they deem to be in the best interest of LSEA's systems and customers. LSEA reserves the right to discontinue water and/or sewer to any customer, at any time, so long as the service pipe through which such user may be supplied, or any meter, or any pump, or any part of any such pipe of system may be out of order or in disrepair for the proper supply of water or sewer service through same. When reasonably possible LSEA will attempt to give notice in advance of service interruptions when water and/or sewer service will be limited, restricted or temporarily shut off.
8. All persons and customers are hereby advised and cautioned that risk of damage due to the discontinuance or disruption of water and/or sewer service is hereby assumed by the customer. All persons and customers are advised to take measures to prevent water tanks from draining, boilers from collapsing, follow standard backflow prevention practices, prevent sewer back-ups and any and all other damages that could be incurred in the event water and/or sewer service was discontinued or interrupted for any reason. LSEA is not liable for damages caused by defective piping or appliances on the customer's premises or for any defect in customer's water or sewer piping. It is expressly understood and agreed by and between LSEA and the customer/user that no claim shall be made against LSEA by reason of breaks, leaks, bursting of, repairs to, or maintenance of any water or sewer facilities owned by LSEA or for any failure to supply service for any reason. As a condition for furnishing sewer service, LSEA shall not be liable or responsible for damages of any kind for any failure to remove sewage from customer

or user premises or property or for any backup of sewage into customer/user premises or property or for any interruption of sewage service for any reason.

9. No water or sewer pipe of any kind, including water service lines and sewer laterals or force mains shall be installed within any right of way or easement of LSEA or be connected to LSEA's water or sewer system unless approval is given by LSEA and connection fees are paid. All water and sewer service shall be billed as set forth in these rules and regulations.
10. Line extensions and connections to the LSEA water and sewer system shall be at the sole cost of the customer or user and all line extensions and connections shall be subject to LSEA's approved inspection. LSEA reserves the option to provide incentives and/or to participate in the construction or cost of line extensions, if, in the sole discretion of LSEA, the line extension is deemed to be beneficial to LSEA.
11. LSEA's water and sewer systems are supported by both assessment and user fees. The user/service charges for water and sewer services shall generate adequate annual revenues to pay costs of annual operations and maintenance of the water and sewer systems. Replacement costs associated with debt retirement related to financing of the water and sewer and/or any capital costs related with said systems shall be paid from revenue collected by assessment. LSEA shall bill customers for any and all miscellaneous charges set forth by State, Local and Federal Law, examples of which include, but are not limited to: primacy fees if mandated, taxes, laboratory testing fees, etc.

ARTICLE 2

DEFINITIONS

1. **AGENT** - Any person, persons, firms, corporations or partnerships engaged in work, and serving as representatives of LSEA, including but not limited to its employees, engineers, operations, maintenance and management personnel and any and all such designates as LSEA may have from time to time.
2. **APPLICANT** - Any person, persons, firm, corporation, partnership, etc. desiring or applying for either water or sewer service of both.
3. **AWWA** – American Water Works Association.
4. **AUXILIARY WATER SYSTEM** - Any water source, supply or system, other than the LSEA system, that may be available in the building, establishment, residence, premises or property.
5. **BOARD OF DIRECTORS (Board)** - Persons duly elected or appointed by LSEA with general powers pertaining to the management of the business affairs of LSEA.
6. **BOD (Biochemical Oxygen Demand)** - as determined by laboratory testing as set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater with the results expressed in milligrams per liter.
7. **BOIL WATER ORDER** -- A boil water order is issued by LSEA to water system customers when a threat to the Public Health exists, or is likely to exist, that boiling the water will remedy.
8. **CUSTOMER** - Any person, persons, firm, corporation or partnership using or allowing the use of water and/or sewer service(s) provided by LSEA.
9. **COMMERCIAL CUSTOMER** - Customers that are non-residential or whose general purpose and use is of a business nature. Includes commercial, business and industrial establishments, with or without dwelling units in the premises or on the property. Condominium and other similar type complexes may be classified as Commercial Customers.
10. **CROSS CONNECTIONS** - Any physical link between a potable water supply and any other substance, fluid, or source, which makes contamination of the potable water supply possible due to the reversal of the flow of water in the potable water piping or distribution system.
11. **CERTIFIED BACKFLOW PREVENTION TESTER** - A person who has successfully completed training and is recognized by the State of Missouri to be a competent person in the testing, checking and rebuilding of backflow prevention devices.
12. **CONSUMPTIVE** - (use of water) - Indicates the use of water by a commercial, business or industrial customer(s) that is not returned to the sewer system. Examples of such customers would be beverage, food and ice manufacturing, water used for cooling purposes and discharged under (National Pollutant Discharge Elimination System) NPDES permits, etc.
13. **LSEA** - Lake Sherwood Estates Association.
14. **LATERAL** - The entire length of sewer line or pipe including fittings connecting the customer's premises to LSEA's main sewer line.
15. **MULTI-UNIT BUILDING** - Any one building or structure containing more than a single residential dwelling unit.

16. **PREMISE(S)** - Any building, land or structure on it used as a dwelling unit or used for any commercial, business or industrial use or purpose.
17. **SECRETARY** – Person duly elected or appointed by LSEA to serve as Secretary for the Board of Directors.
18. **SERVICE ACCOUNT** – Customer accounts billed monthly for water, sewer, refuse, road patrol, miscellaneous and seasonal maintenance charges.
19. **SERVICE LINE** – The entire length of water line or pipe including fittings connecting the customer’s premises to LSEA’s main water line.
20. **TSS** – (Total Suspended Solids) - as determined by laboratory testing as set forth in the latest edition of Standard Methods for the examination of Water and Wastewater with the results expressed in units of milligrams per liter.
21. **USER** - Any person, persons, firm, corporation or partnership using any LSEA water or sewer services.
22. **W.P.C.F.** - Water Pollution Control Federation or Water Environment Federation.

ARTICLE 3

APPLICATION, SUPPLY AND TAKING OF SERVICE

1. Applicant shall be responsible for requesting service from LSEA and in doing so requests and becomes a customer. Before LSEA begins rendering water and/or sewer service, the applicant/customer shall supply such necessary information as required by LSEA including but not limited to customer(s) name(s), driver's license number(s) or other government issued identification number(s), physical address, billing address, email address, telephone number and requested date for start of service. Any customer who has taken service from LSEA without requesting such service from LSEA shall be considered to have expressed consent to LSEA's rules and regulations and shall be responsible for any and all appropriate water and sewer charges/payments as specified in LSEA's rules and regulations beginning on the first day of taking such service. LSEA reserves the right to make reasonable estimation of service usage if an exact determination cannot be made.
2. Applicants for and customers of water and/or sewer service shall conform to all water and sewer systems rules and regulations as approved by LSEA. Such rules and regulations are subject to revisions and amendments. Applicants and customers shall be notified of such changes by LSEA.
3. Commercial applicants and customers shall, upon request, present in writing a list of water devices which are or are proposed to be attached to the water lines servicing the building and/or property, giving location, types, size of devices and estimated daily water flow. LSEA will then advise of any improvements that must be constructed or any special conditions of use that must be followed by that commercial applicant or customer. LSEA reserves the right to advise and require any special sewer waste discharge conditions, prohibitions, restrictions up to and including any special pretreatment requirements or facilities before accepting sewer waste discharges.
4. No substantial increases or additions to water and/or sewer use, water use equipment or appliances may be connected to the LSEA water and/or sewer system by Commercial Customers except upon written notice to LSEA and with the written consent of LSEA.
5. LSEA reserves the right to reject any applicant and/or customer request for water or sewer service that does not comply with any LSEA rule and regulation pertaining to water or sewer systems. Rejection may include, but not be limited to, refusal and disconnection of water and/or sewer service. LSEA may notify any appropriate local authorities if LSEA deems a public health detriment exists, could exist or will exist.
6. Permanent water service will not be established until an "LSEA Occupancy Permit" is signed and issued by LSEA Administration (See LSEA Rules and Regulations / Volume II / Article 14).

ARTICLE 4

CONNECTION FEES AND PROCEDURES

Section 1 - General

- A. All new connections to LSEA's water and/or sewer system shall be subject to payment of a connection fee or fees for the right to connect to the LSEA's water and/or sewer system.
- B. Connection fees to LSEA's water and/or sewer system shall be due and payable prior to any connection. All customers shall make connection to the system prior to occupancy.
- C. No water service line, sewer service lateral or sewer pump system shall be connected to any line owned by LSEA or any private line that may be connected to LSEA's system until all connection fees are paid. If any such lines, laterals or pump systems are connected, LSEA may disconnect any such line, lateral or pump system and charge the owner, developer, contractor, plumber or any other person, persons or parties, jointly or severally liable, all costs incurred for the disconnection, including but not limited to, attorney fees, court costs and interest earnings from the date of connection.
- D. Each campground, park or other similar structure and/or development, approved specifically by LSEA, shall have each unit or pad capable of separate overnight occupancy counted as one-third (1/3) of a unit for the computation of fees due. Each separate residential dwelling unit or each separate office, commercial, business unit shall count as one (1) full unit, i.e.: single family house equals one unit, duplex equals 2 units, 4 unit shopping center equals 4 units. Other Industrial, Commercial and Business developments shall have connection fees based on acreage of the developed or platted area or portion thereof under roof.
- E. All water and/or sewer connections, as well as the materials and workmanship used in those connections shall be subject to inspection and approval by LSEA's Public Works Director prior to the initiation of service. Connections and associated lines or pipes should not be backfilled prior to inspection. If excavation is required for inspection by LSEA, such excavation will be performed at customer's expense. Connections, materials and/or workmanship not meeting inspection approval shall be corrected so as to meet the inspection approval prior to the initiation of service or those connections are subject to disconnection. Furthermore, LSEA will not be required to provide water and/or sewer service until connections to LSEA's water and/or sewer system are approved by LSEA.
- F. Locations of water/sewer mains and existing connections will be accomplished using the Missouri One Call System (1-800-DIG-RITE). New connections to LSEA's system will be determined by LSEA personnel. Any deviation from the prescribed location will require prior written approval by LSEA's Public Works Director and Association Manager. Connections to LSEA's system shall be installed at the expense of the customer or owner of the property/premise(s) receiving service by bonded and/or licensed plumbers authorized to perform work in Warren County, Missouri or other adjoining County of the State of Missouri. Connections, service lines, sewer laterals and force mains, etc. will not be extended along public streets or roadways or through property of others to the point of connection without prior written approval of LSEA's Public Works Director and Association Manager.
- G. LSEA may construct water or sanitary sewer improvements to serve a particular area as may be described by LSEA from time to time. The water or sanitary sewer improvements shall connect with public, or other LSEA water and sewer system infrastructure or with a natural course of drainage. The Board may cause water or sanitary sewer improvements to be constructed in each area whenever the Board shall deem the infrastructure is necessary to thereby promote public health and sanitation, make available conveniences not otherwise possible, and for the general system welfare.

ARTICLE 4

CONNECTION FEES AND PROCEDURES

Section 2 - Water and Sewer Connections

- A. Connection fees for the right to connect to LSEA's water and sewer system are as follows:

All Residential and Dwelling Units tap fees include a 3/4 inch meter and setting. These costs are detailed on the LSEA Current Year Fee Schedule. Should a larger water connection be required by the resident and approved by the LSEA Public Works Director, the higher cost of materials plus an Additional Coordination Fee shall be charged per the LSEA Current Year Fee Schedule.

Commercial, Business and Industrial Development tap fees include a 3/4 inch meter & setting. These costs are detailed on the LSEA Current Year Fee Schedule. Should a larger water connection be required by the customer and approved by the LSEA Public Works Director, the higher cost of materials plus an Additional Coordination Fee shall be charged per the LSEA Current Year Fee Schedule.

- B. Connection fees listed herein change the first business day of the New Year. All connection fees above shall be paid at least 48 hours prior to the scheduling of an inspection of connection.
- C. A minimum of 24 hour notice, excluding weekend and holidays, is required for the scheduling of a connection or request for inspection of connection. Any persons or firms excavating in City, County or State right-of-ways must have the proper permits from that particular entity prior to any excavations and may be required to produce proof upon demand.
- D. All water connections up to and including 1 inch in size shall be made or caused to be made by the customer. LSEA shall provide a 3/4 inch water meter. All other material and supplies, including but not limited to meters over 3/4 inch in size, meter setters, meter pits, lids and frames, service line piping shall be provided by and installed by the customer's/developer's/builder's plumber by the scheduled time of connection and/or inspection. All materials and the alignments of the service lines must meet LSEA's requirements as may be amended from time to time.
- E. Water connections over 1 inch in size shall be made only with LSEA's prior approval and at the sole expense of the customer, developer, builder, plumber. Connections over 1 inch in size require the customer's/developer's/builder's plumber to pay LSEA in advance, moneys required to purchase the specified water meter. The required saddle, the required corporation fitting, and the labor and equipment to tap and connect the service line to the water main is to be paid by the customer, developer, builder or plumber. Connections over 1 inch in size generally require additional time and coordination of work and are discouraged.
- F. Water connection fees include the right to connect, the installation of water meters 3/4 inch in size, and any applicable inspections by LSEA. Water connections and service lines shall be installed in accordance with the procedures, specifications and standards established by LSEA from time to time and on file with the Association. These procedures, specifications and standards will be provided upon request.
- G. Connections to LSEA's sewer systems shall be made at the sole cost of the customer, builder, developer, or property owner including all labor, material, and supplies.

ARTICLE 5

RATES, CHARGES AND CONDITIONS OF SERVICE

1. A charge for water service shall be made based on water meter readings and computed at the rates herein set out, whether single metered or master metered. LSEA, through its authorized employees and agents, may read water meters monthly, bi-monthly or quarterly as deemed in LSEA's best interest and service account statements (bills) shall be rendered accordingly. Each customer connected to LSEA's sewer system shall pay a base cost of service amount for sewer service monthly, bi-monthly or quarterly as deemed in LSEA's best interests and added to the service account statements accordingly.
2. Failure to submit a bill and/or (delinquent) notice of non-payment or payment not received shall not excuse the customer from their obligation to pay for water and sewer service when a bill is submitted.
3. Whenever, for any cause, a water meter fails to operate correctly, or for some reason LSEA is unable to read the water meter, LSEA shall make a reasonable estimate of the amount of water supplied by LSEA during the specified period and the customer shall be liable for payment based on the estimate of water supplied.
4. Water meters will be owned and maintained by LSEA. Meters will be kept in proper operating condition by LSEA. A meter damaged or destroyed through tampering or abuse will be repaired or replaced at the customer's expense. Meters that fail or are replaced due to routine use and wear will be repaired or replaced at LSEA's sole expense.
5. Meter tests will be performed from time to time to determine accuracy and meters may be replaced from time to time to ensure accuracy. Meter tests will be performed as deemed necessary by LSEA at no charge to the customer. Meter tests requested by the customer that are deemed unnecessary in advance by LSEA will result in a Meter Testing Charge to the customer as per the LSEA Current Year Fee Schedule.
6. Each customer, user, or owner of the premises connected to LSEA's water and sewer system shall pay for water drawn from the system each month according to the readings of the water meters (or estimates thereof) for each particular connection as per the LSEA Current Year Fee Schedule.
7. LSEA reserves the option, at the Association's discretion, to grant a customer a one-time leak adjustment, provided the customer can satisfactorily demonstrate, by providing LSEA written documentation and justification that a leak occurred and was promptly repaired at time of discovery. One time leak adjustments will be based on average water usages over the previous three (3), six (6) or twelve (12) month period or as however deemed appropriate by LSEA. Leak adjustments will not be granted to customers who do not promptly repair leaks after notification by LSEA personnel.
8. If, in the process of investigating a water leak or sewer issue, LSEA Public Works discovers that the problem has originated on the customer's service line or lateral and that an emergency repair is required for system integrity, the customer will be billed for said repair, including materials, at current LSEA labor and equipment rates.
9. If a customer's home is damaged to the extent that the LSEA water and sewer system integrity has been compromised (i.e., fire, storm, tornado, etc.), the customer will be notified and requested to remediate the problem(s). Should customer neglect to act, LSEA will perform the repairs necessary to regain system integrity and the customer will be billed for said repair, including materials, at current LSEA labor and equipment rates.
10. The customer will maintain and be responsible for all aspects of the water service line and sewer lateral from the house or building including the connections to the mains.
11. Customers who request initiation or disconnection of water or sewer service for a portion of the monthly billing period may receive a prorated bill for the portion of the billing period that service is received.

12. It is expressly understood and agreed to by and between LSEA and the customer/user that no claim shall be made against LSEA and LSEA has no liability of any kind to the customer or third persons for equipment failures, power outages, loss of potable water, sewer backups, blocked sewers or any other failures of any kind, unless due to sole negligence of LSEA and in absence of any contributory negligence on the part of the customer or third party.
13. Any customer discharging sewer flows in excess of 300 mg/l BOD and/or TSS shall be subject to surcharge in accordance with LSEA policy and/or as governed by the State. Any customer discharging sewer flows in excess of 1,000 mg/l BOD and/or TSS shall be in violation of LSEA, State or Federal regulations unless approved by prior agreement(s). Any customer which discharges sewer flows which cause and increase the cost of managing the effluent or sludge or biosolids from LSEA's sewer system, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the sewer system shall pay for such increased costs. The charge for each such user discharging sewer flows under the above conditions shall be determined by LSEA and subsequently approved by the Board of Directors.
14. LSEA reserves the right to approve or disapprove any new services as LSEA deems to be in their best interest. No storm water drains, roof runoffs, pond overflows, cisterns, etc. of any type shall be connected to LSEA's sewer system.
15. Prohibited Discharges - includes all connections and flows identified in Section 14 above as well as the following types of waters or wastes:
 - a) Any waters or wastes, in quantities or concentrations, which have the potential for, or cause pass through or interference to the treatment system or quality of effluent.
 - b) The discharge of pollutants which may create a fire or explosion hazard in the wastewater system, including but not limited to waste streams with a closed cup flashpoint of less than one hundred and forty degrees (140) Fahrenheit or sixty (60) degrees Celsius using the test methods specified in 40 CFR 261.21, Ref. 40 CFR 403.5(b)(1).
 - c) Any waters or wastes containing toxic or poisonous solids, liquids or gases, in sufficient quantity, either singly or by interaction with other wastes, to cause harm, damage, or which interfere with or cause other detriment to any sewage treatment process, or which constitute a hazard to humans or animals, or create a public nuisance, or create any hazard in the sewage treatment system, or pass through to receiving waters.
 - d) Any waters or wastes having a pH lower than 6.0 or having any other corrosive property that is capable of causing damage or hazard to structures, equipment or personnel to the sewage system.
 - e) Any solid or viscous material which could cause any obstruction to the treatment process or cause interference or pass through. Examples of such materials include, but are not limited to, ashes, wax, paraffin, cinders, sand, mud, straw, shavings, wood & sawdust, paunch manure, hair & fleshing, entrails, lime slurries, brewery & distillery wastes, grain processing wastes, grinding compounds, acetylene generation sludge, chemical residues, acid residues & food processing bulk solids.
 - f) Any liquids or vapor having a temperature higher than one hundred four (104) degrees Fahrenheit or forty (40) degrees Celsius.
 - g) Any petroleum oils, non-biodegradable cutting oils or products of mineral oil origin in amounts that will cause pass through or interference.
16. Conditional Discharges - No customer shall cause to be discharged to the sewer system the following described substance, materials, waters or wastes if it appears likely, in the opinion of LSEA, that such wastes may cause pass through interference or cause harm to either the sewer, the sewage treatment process or otherwise endanger life, limb, public property or constitute a nuisance. In forming its opinion as to the acceptability of these wastes, LSEA will give consideration to such factors as materials used in the construction of the sewers, the nature of the sewage treatment process, the capacity of the sewage treatment system and other pertinent factors:

- a) Any waters or wastes containing fats, waxes, greases or oils, whether emulsified or not, in excess of one hundred (100) milligrams per liter, or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred and fifty (150) degrees Fahrenheit (0 and 65 degrees Celsius).
- b) Any garbage that has not been properly shredded.
- c) Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions, whether neutralized or not, which are capable of causing damage or corrosion in the sewers or the sewage treatment plant, or which otherwise interferes with the sewage treatment process.
- d) Any waters or wastes having a pH in excess of ten (10).
- e) Materials which exert or cause excessive coloration or discoloration such as dyes, wastes and vegetable tanning solutions, concentrations of inert suspended solids such as Fuller's earth, lime slurries or dissolved solids such as sodium and calcium chlorides.
- f) Septic tank sludge and septic tank pumping.
- g) Slug loads and/or flows that would exceed fifteen (15) minutes that are more than five (5) times the average twenty-four (24) hour concentration, flow or quantities for normal operation.
- h) Any waters or wastes containing any radioactive wastes or isotopes of such half-life or concentration that would exceed the limits established by applicable State or Federal regulations.
- i) Any waters or wastes which would cause a hazard to human life or create a public nuisance.

17. If any conditional waters or wastes listed in Section 16 above are discharged or proposed to be discharged, LSEA may:

- a) Reject the wastes or
- b) Require pretreatment of the wastes or
- c) Require control over the quantities and rates of discharge.

If LSEA requires pretreatment or equalized or controlled waste flows, the design and installation of the plants or equipment used shall be subject to review and approval prior to the connection and/or discharge of such wastes.

18. For fees associated with conditional discharge waters:

LSEA will calculate corresponding additional fees for each specific instance on an as-needed basis.

ARTICLE 6

BILLING, PAYMENT OF BILLS AND COLLECTIONS

1. Water and/or sewer service shall be deemed to be furnished to both the occupant and/or owner of the premises receiving service and the occupant and/or owner of such premises shall be severally and jointly liable to LSEA for payments of the charges on or to the premises served. All reasonable attempts will be made to secure payment from the occupant of the premises pay for services rendered before payment is secured from the owner of the premises.
2. For water customers, sewer customers and combined water and sewer customers, LSEA will bill for services rendered monthly including water, sewer, refuse, road patrol, miscellaneous, and seasonal maintenance charges. Said Service Account bills are due and payable upon receipt.
3. Monthly Service Account bills not paid by the last day of the billing month are considered delinquent. Bills not paid as per above will be subject to a ten (10) percent delayed payment late fee on the current amount due. The late fee charge shall be added to the delinquent amount due. Late fee calculations for subsequent delinquent months will be based only on the previous month's past due service charges accrued.
4. Any service account with a previous balance not paid by the 15th of the month following the billing month (approximately 40 days from the date of bill) is subject to immediate disconnection of service without further notice.
5. The administrative Disconnect/Reconnect Fee will be applied to the service account once the Public Works staff personnel leave the Administration office to perform disconnection of service on accounts that are past due. No payment from customers to service personnel to avoid loss of service will be accepted at the time of disconnection.
6. Customers whose service has been disconnected for nonpayment of bills are required to pay the delinquent amount, including late fees, as well as any and all disconnection and reconnection charges due prior to the restoration of water and/or sewer services.
7. Services subject to disconnection, unless previously agreed on by LSEA, are subject to the Disconnect/Reconnect Fee per the LSEA Current Year Fee Schedule:
 - a) If service is reconnected between the hours of 8:00 am to 3:00 pm Monday through Friday, excluding holidays.
 - b) If reconnection is required outside of normal service hours, the customer will also be required to pay a minimum of two (2) hours of Public Works overtime burden rate in addition to the delinquent amount, late fees, and Disconnect/Reconnect Fee normally required for reconnection during normal business hours. Public Works personnel will not be notified to reconnect service after-hours until payment is received.
8. Returned checks due to insufficient funds, closed accounts or other reasons will be considered past due and delinquent accounts. Customers using such accounts will be given notice to make immediate restitution and pay a Returned Check Charge per the LSEA Current Year Fee Schedule to avoid service disconnection. Customers who do not make restitution and pay the Returned Check Charge are subject to water and/or sewer service disconnection without further notice and are subject to the charges outlined in sections 3, 6 and 7 above.
9. In all cases involving returned checks, only money orders, cashier's checks, and credit/debit cards will be accepted for payment of services rendered for that particular restitution of payment. Repeated or future incidents involving returned checks may require all future payments for services rendered to be made by money order, cashier's check, or credit/debit card.

10. LSEA will attempt to collect on all delinquent service accounts fifteen (15) days or more past due. Delinquent accounts will follow the LSEA collection procedure.
11. Any water and/or sewer customer of LSEA shall be subject to paying reasonable attorney fees and court costs if suit is filed on his/her delinquent account(s). LSEA may direct the attorney for LSEA to file suit against any customer whose account is considered one hundred eighty (180) days or more or is delinquent in amounts exceeding two hundred fifty (\$250) dollars.
12. Water and sewer service shall be deemed to be furnished to the occupant and/or owner of the residence or establishment receiving the service. All reasonable attempts will be made to collect payment for service from the occupant. If the occupant fails to pay for service, LSEA will make all reasonable attempts to determine the ownership of the residence or establishment, and at the option of LSEA, to hold the owner responsible for service if deemed proper by the Board of Directors.

ARTICLE 7

WATER CONSERVATION PLAN

1. All connections to LSEA's water system shall be subject to LSEA's Water Conservation Plan as identified below, for which plan is to provide for public health and to regulate use of LSEA's water system.
2. LSEA or its agents shall give notice to customers of any voluntary requests or mandatory measures LSEA places into effect by means of the LSEA website, mail, telephone, email, social media, text message or signage. In cases of extraordinary measures or disasters, LSEA may utilize all of the above as well as any emergency warning system including local law enforcement agencies.
3. If a disaster occurs, severe conditions exist and/or voluntary water curtailment or restrictions are requested by LSEA or if demands on the water system indicate that the threat of a water shortage will occur or continues to occur, LSEA or its agents may immediately implement any parts of the conservation plan below as LSEA deems necessary:
 - a) **Mandatory Restriction of Lawn Watering.** Even-numbered addresses water on even-numbered days of the month, odd-numbered addresses water on odd-numbered days of the month.
 - b) **Mandatory Ban of Lawn Watering.** All lawn watering, watering of gardens, crops, plants, trees and bushes is prohibited except from a hand held container.
 - c) **Mandatory Ban on Washing Paved Areas.** All washing of sidewalks, driveways, parking areas, patios and any other paved or concrete surfaced area is prohibited.
 - d) **Mandatory Ban on Filling and Washing.** All filling or refilling of any kind or type of swimming pools and/or washing of cars, trucks or other motor vehicles and/or any washing of trailers or boats is prohibited.
 - e) **Mandatory Ban of Water Uses from Hydrants.** All water uses from fire hydrants except for fighting fires and/or flushing mains to alleviate specific complaints and/or sampling and/or testing of water is prohibited.
 - f) **Commercial and Industrial Uses.** All commercial and industrial customers shall reduce water usage by twenty-five (25) percent of average use like time period.
4. Any customer or person(s) violating the provisions of this rule shall be subject to disconnection of water service and LSEA and/or its agents shall have the authority to disconnect or terminate said service in the event of violation of mandatory water use restrictions. Any customer or person(s) violating the provisions of this rule shall be subject to a minimum charge of five hundred (\$500) dollars per occurrence. Each day shall count as a separate occurrence. LSEA shall authorize any law enforcement agency to diligently enforce the provisions of this rule in connection with his/her duties imposed by law.

ARTICLE 8

BACKFLOW PREVENTION

1. Each water customer and/or user shall install an approved backflow prevention device on each service line to the water system serving the premises where, in the judgment of LSEA or the Missouri Department of Natural Resources, actual or potential hazards to the public (LSEA) potable water system exist. The type and degree of protection required shall be commensurate with the degree of hazard. Each water customer required by LSEA or the Missouri Department of Natural Resources shall follow the rules, regulations and requirements set forth in this backflow prevention rule and all other regulations that may be adopted from time to time by the United States Environmental Protection Agency, the Missouri Department of Natural Resources or by LSEA.
2. Cross connections are prohibited and no water service connection shall be installed or maintained to any premises where actual or potential cross connections to LSEA's potable or customers water system may exist unless such actual or potential cross connection(s) are abated or controlled to the satisfaction of LSEA and as required by the laws and regulations of the Missouri Department of Natural Resources.
3. No water service connection shall be installed or maintained whereby an auxiliary water supply may enter LSEA's or customer's potable water system(s) unless the connection of such an auxiliary water supply and the method of connection and the use of such a supply shall have been approved by LSEA and the Missouri Department of Natural Resources.
4. No water service connection shall be installed or maintained on any premises in which the plumbing systems, facilities, point of use devices and water fixtures have not been constructed or installed using acceptable plumbing practices considered by LSEA necessary for the protection of the LSEA water supply and for the protection of the health and safety of LSEA's customers.
5. At the request of LSEA or its authorized representative(s), the customer or user shall furnish information regarding water use practices within his/her premises. The customer's or user's premises shall be open at all reasonable times to LSEA or its authorized representative(s), to conduct surveys and investigations of water use practices within the premises to determine whether there are actual or potential cross connections to LSEA's or the customer's water system through which contaminants or pollutants could backflow into the customer's water system or LSEA's water system.
6. The type of backflow protection required shall depend on the degree of hazard which exists and shall be as follows:
 - a) An approved air-gap separation shall be installed where LSEA potable water system may be contaminated with substances that could cause a system or health hazard.
 - b) An approved air-gap separation or an approved reduced pressure principle backflow prevention device shall be installed where a public potable water system may be contaminated with a substance that could cause a system or health hazard.
 - c) An approved air-gap separation or an approved reduced pressure principle backflow prevention device or an approved double check valve assembly shall be installed where the public potable water system may be polluted with substances that could cause a pollution hazard not dangerous to health.
7. An approved air-gap separation or reduced pressure principle backflow prevention device shall be installed after the metered flow of any service connection or within any premises where, in the judgment of LSEA or the Missouri Department of Natural Resources, the nature and extent of activities on or in the premises, or the materials used in connection with the activities, or materials stored on or in the premises, would represent an immediate and dangerous hazard to health should a cross connection occur, even though such a cross connection may not exist at the time the backflow prevention device is required to be installed. This includes but is not limited to the following situations:

- a) Premises having an auxiliary water supply, unless the quality of the auxiliary water supply is acceptable to LSEA and the Missouri Department of Natural Resources.
 - b) Premises having internal cross connections that are not correctable or intricate plumbing arrangements which make it impractical to ascertain whether or not cross connections exist.
 - c) Premises where entry is restricted so that inspection for cross connection cannot be made with sufficient frequency or at sufficiently short notice to ensure that cross connections do not exist.
 - d) Premises having a repeated history of cross connections being established or re-established.
 - e) Premises, which due to the nature of the enterprise therein, are subject to recurring modification or expansion.
 - f) Premises on which any substance is handled under pressure so as to permit entry into LSEA's or customers water supply system, or where a cross connection could reasonably be expected to occur. This shall include handling of process waters and cooling waters.
 - g) Premises where materials of a toxic or hazardous nature are handled such that if backsiphonage or backpressure should occur, a serious health hazard may result.
8. The following types of facilities fall into one (1) or more categories of premises where an approved air-gap separation or reduced pressure principle backflow prevention device is required by LSEA Board of Directors, on a case by case basis, and/or the Missouri Department of Natural Resources to protect the public water supply and must be installed at these facilities unless all hazardous or potentially hazardous conditions have been eliminated or corrected by other methods to the satisfaction of LSEA and the Missouri Department of Natural Resources:
- a) Auxiliary water systems and water loading stations
 - b) Car washing facilities
 - c) Fire protective systems
 - d) Nursing and convalescent homes
 - e) Sewage and storm drainage facilities
 - f) Pumping stations and treatment plants
 - g) Water front facilities and industries
 - h) Any customer using any type of booster pressure pump(s) for any purpose or reason.
9. The LSEA may, at LSEA's sole discretion and in LSEA's sole opinion, require a backflow prevention device(s) at facilities and premises other than those above that LSEA deems may have a hazardous or potentially hazardous condition.
10. Any backflow prevention device required under this rule shall be of a type, model and construction approved by LSEA and the Missouri Department of Natural Resources as follows:
- a) Air-gap separation shall be at least twice the diameter of the supply pipe or supply line as measured vertically above the top rim of the vessel, but in no case less than three (3) inches.
 - b) Double check valve assemblies or reduced pressure principle backflow prevention devices shall be of Watts manufacture series No. 709 or 909 or an approved equivalent.
11. Existing backflow prevention devices previously approved by LSEA at the time of installation and properly maintained shall, except for inspection and maintenance requirements, be excluded from the requirements of this rule so long as LSEA, in LSEA's sole opinion, is assured that said backflow prevention devices will satisfactorily protect the water system. Whenever the existing device is moved from its present location, or requires more than minimum maintenance or when LSEA finds that the maintenance or lack of maintenance constitutes a hazard to health, the device shall be replaced by a backflow prevention device meeting the requirements of this rule and shall be subject to all requirements under this rule.

12. Backflow prevention devices required under this rule shall be installed at a location and in a manner approved by the LSEA and shall be installed and maintained at the expense of the water customer or user.
13. Periodic inspection and testing schedules are hereby established by LSEA for all backflow prevention devices at the following intervals:
 - a) Air-gap separations shall be inspected at the time of service connection or installation and every twelve (12) months thereafter.
 - b) Double check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed and at least every thirty (30) months.
 - c) Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed and at least every five (5) years.
14. All costs associated with inspections, cleaning, testing, repairing, overhaul or replacement of backflow prevention devices shall be the responsibility of the water customer or user. All inspections, cleaning, testing, repairing and overhaul of backflow prevention devices shall be performed by a State of Missouri certified backflow prevention service tester. It shall be the responsibility of the customer/user to provide LSEA with written inspection or repair documentation upon receipt.
15. Backflow prevention devices found to be defective shall be repaired or replaced at the expense of the water customer or user without undue delay and in any event no later than thirty (30) days from the discovery of the defect. Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific written authorization from LSEA. Bypass piping around a backflow prevention assembly is allowed only if the bypass is equipped with an identical or better backflow prevention assembly.
16. LSEA and customer shall maintain a complete record of each backflow prevention device. Records will include comprehensive listing of installation, testing, inspections, cleanings, repairs and overhauls and will generally be a complete history of each backflow prevention device from installation to retirement. It shall be the customer's and/or user's responsibility to provide LSEA with complete records of installations, testing, inspections, cleanings, repairs and overhauls upon receipt or upon request, whichever occurs first.
17. LSEA shall deny or discontinue, after reasonable notice to the customer/user thereof, the water service to any premises or facilities wherein any backflow prevention device required by this rule is not installed, tested or maintained in a manner acceptable to LSEA or if it is found that a backflow prevention device has been removed or by-passed or if an unprotected cross connection exists on the premises. Water service to such facilities or premises shall not be restored until the customer/user has corrected or eliminated such conditions or defects in conformance with this rule to the satisfaction of LSEA.

ARTICLE 9

BOIL WATER ADVISORIES AND ORDERS

1. LSEA or its agents shall give notice to customers of any voluntary requests or mandatory measures LSEA places into effect by means of the LSEA website, mail, telephone, email, social media, text message or signage. In cases of extraordinary measures or disasters, LSEA may utilize all of the above as well as any emergency warning system including local law enforcement agencies.
2. As required by the Missouri Department of Natural Resources, LSEA shall notify all customers/users of unexpected water main breaks, interruptions in service, or excessive pressure drops within the water distribution system as soon as possible and by the most effective means.
3. A Boil Water Advisory will be issued when there is a concern that a problem with drinking water may exist, but has not yet been confirmed. Advisories may be issued while waiting for the results of normal daily water samples which have been sent for laboratory analysis or when system pressure is below 25 pounds per square inch.
4. A Boil Water Order will be issued when any scheduled/emergency work or water system failure results in an interruption of service or causes system pressure to drop below 20 pounds per square inch. Boil Water Orders remain in effect until subsequent laboratory testing indicates that the water is safe (typically 48 hours).
5. The following steps should be taken in the event that a Boil Order is issued:
 - a) Boil water vigorously for three minutes prior to use. Let water cool sufficiently before drinking. Use only water that has been boiled for drinking, diluting fruit juices, all other food preparation and brushing teeth.
 - b) Dispose of ice cubes and do not use ice from a household automatic ice maker. Remake new ice cubes with water that has been boiled.
 - c) Disinfect dishes and other food contact surfaces by immersion for at least one minute in clean tap water that contains one teaspoon of unscented household bleach per gallon of water.
6. LSEA recommends that persons who are more seriously impacted by water-borne disease (those with reduced immune function, infants under six months in age, and the elderly) consider boiling their water under both Boil Water Advisories and Boil Water Order conditions for their safety.

ARTICLE 10

FIRE HYDRANTS, REGULATIONS FOR USE

1. Hydrants and flushing assemblies shall only be operated by LSEA personnel, Fire Protection Districts, persons carrying written authorization or permit to operate hydrants and flushing assemblies or those persons or companies granted temporary permit to operate hydrants and flushing assemblies in accordance with the regulations of LSEA. The operation of any hydrant or flushing assembly by any unauthorized person(s) or company may result in the impoundment of any hose(s), wrenches, nozzles, backflow preventers, meters or other items used in the hydrant operation with charges and penalties defined in Article 14 of this document and those persons shall be subject to prosecution by LSEA.
2. Persons or companies authorized to use and operate hydrants may be required to provide a security deposit and shall pay for all water used. The authorized hydrant user shall provide all equipment necessary for hydrant use including hoses, control valves, approved backflow prevention device, plus any other equipment deemed necessary by LSEA for the safe and proper operation of the hydrant and/or flushing assembly.
3. LSEA reserves the right to deny any person, persons, company, companies or any other entity any request for hydrant or flushing assembly use for any reason LSEA believes necessary to protect the property and/or best interests of LSEA.
4. LSEA reserves the right to develop and implement detailed regulations for hydrant use, placement, permits, fees and charges, and procedures for hydrant operation and amend hydrant use procedures whenever LSEA deems necessary. LSEA reserves the right to waive or reduce hydrant security deposits and water use charges for improvements or for construction projects and extensions to LSEA's system directly awarded and paid for by LSEA.
5. All LSEA hydrant users shall follow the permit and use procedures and pay the applicable fees as adopted by the Board of Directors and as may be amended from time to time.
6. Should a property owner desire relocation of an existing hydrant located on the perimeter of their property, the property owner is responsible for the cost of relocating such hydrant.

ARTICLE 11

SPRINKLER SYSTEM USES

1. Fire protection, irrigation systems and similar types of sprinkler systems shall be subject to all backflow requirements set forth by LSEA and the State of Missouri. Those systems not complying with the requirements shall be subject to disconnection, with no liability incurred by LSEA, or by any other entity, company or person serving as LSEA's agent. All liability is assumed by the customer, user or owner of the residence or establishment receiving the service.
2. All water mains laid on private property for the sole purpose of providing fire protection through fire hydrants or sprinkler systems are subject to the installation of a detector check valve with bypass water meter, sized as approved by LSEA. The detector check valve design and installation shall be approved by LSEA. All costs for the furnishing and installation of the fire protection service shall be borne by the customer, user or owner. The detector check valve and meter will be checked periodically by LSEA and water use through the meter shall be added to other water usage for billing to the customer, user or owner.
3. The customer and/or water user shall promptly report to LSEA any situation or fires that occur that resulted in water use through the fire protection line and LSEA or other authorized persons will reset the detector check valve. In the event a periodic check shows that the valve was opened and no situation or fire was reported, the customer, user or owner shall be subject to a charge as identified within Article 14 of this document addressing the charges for tampering and penalties for violation. Furthermore, LSEA reserves the right to require that all water lines be fully metered with all costs of metering to be borne by the customer, user or owner.
4. All fire protection systems are also subject to the approval of the New Melle Fire Protection District and local county authority in the area in which the premises are located and the customer or user shall follow all requirements set forth by the New Melle Fire Protection District and local county authority as they pertain to fire protection regulations.

ARTICLE 12

PRIVATE SYSTEMS

1. All owners of land or customers receiving LSEA service(s) for buildings or premises connected to the LSEA sewer system and who derive their water in whole or in part from sources independent of LSEA shall register with LSEA the location, building or premises, all wells or other private sources of water supply used or consumed thereon, and furnish such information as may be reasonably requested, including location, size, depth, capacity or wells or other sources of water drawn.
2. No cross connection between any private water supply system and the LSEA water system shall be permitted unless LSEA is protected against backflow by an approved reduced pressure backflow prevention device or an air-gap in accordance with Article 8 of this document pertaining to backflow prevention.
3. Private water supply systems serving building or premises which discharge into LSEA's sewer system shall be required to be either water metered or sewer metered. Meters shall be of a type and size approved by LSEA. Meters shall be read by LSEA or at LSEA's option, readings and usages shall be made available to LSEA.

ARTICLE 13

GOVERNMENTAL AGREEMENTS AND EMERGENCY INTERCONNECTIONS

1. LSEA reserves the right to and may make specific water and/or sewer service contracts and agreements with the United States of America and its agencies, the State of Missouri and its agencies, school, water and sewer districts, municipal and political corporations differing from the stipulations set out in the rules, regulations and rate schedules set forth herein.
2. LSEA reserves the right and has the option and authority to authorize tank sales and sales of water in bulk by any method at any such rate as LSEA may designate. Sales of this nature may be restricted whenever and in any manner deemed necessary or desirable by LSEA. LSEA reserves the right to develop or modify bulk sales requirements or restrictions at will.
3. LSEA reserves the right and may make and enter into specific reciprocal agreements for emergency interconnections between the LSEA water system and other public water systems, governmental water systems or private water systems regulated by the Public Service Commission for the purposes of providing an emergency supply of potable water from LSEA or to LSEA as the need arises. Such specific agreements shall set out the respective duties, rights and obligations with respect to the construction, operation, maintenance and use of the reciprocal emergency interconnections.

ARTICLE 14

PENALTIES FOR TAMPERING

1. Any user who deliberately tampers with, operates or otherwise uses a LSEA owned water line, water meter, water setter, water valve, water storage tank, water supply, water pumping facility, fire hydrant, sewer line, sewer manhole, sewer cleanout, sewer pump station, wastewater treatment facility, or any other LSEA owned equipment shall be subject to a minimum fine of five hundred (\$500) dollars plus repair of the associated damage per occurrence and/or imprisonment as the Federal, State and/or County law provides in addition to any costs incurred by LSEA for repairs necessary due to any tampering or failure to follow rules and regulations of LSEA. Each day of violation and each tampering incident shall count as a separate occurrence.
2. LSEA shall have the option and authority, in lieu of, or in addition to the above penalties, to discontinue water and/or sewer service to the buildings and/or premises in violation of the requirements, rules and regulations herein. LSEA will be held harmless of any claims of liability for damages incurred as a result of discontinuation of service. Any such liability or damages resulting from the discontinuation of water and/or sewer service is the responsibility of the customer, user, owner, etc.
3. Water and/or sewer service shall not be restored until the violations have been corrected and eliminated to the satisfaction of LSEA and once service has been disconnected, all past due amounts, late fees and fines associated with the service account must be paid in full prior to the restoration of service.
4. Nothing contained herein shall prevent LSEA from taking other lawful actions as necessary to protect the health and safety of the public and/or to prevent damage to the LSEA's water and/or sewer systems and facilities, including obtaining court orders in law or equity. If litigation / arbitration is necessary, by any parties, the costs, including attorney fees, of said litigation/arbitration shall be paid by the non-prevailing party.

ARTICLE 15

SEVERABILITY AND EFFECTIVE DATE

- i. This resolution provides that the rules and regulations covered herein supersede previous rules and regulations pertaining to the items herein addressed. Should any provision or portion of this resolution, rules and regulations be found to be unlawful or invalid by any court of competent jurisdiction, the remaining portions and provisions of this resolution, rules and regulations shall continue to be in full force and effect.
2. That this resolution be in full force and effect upon the adoption by the Board of Directors of Lake Sherwood Estates Association and the effective dated noted herein.

Mike McKinley - President

SEAL

ATTEST:

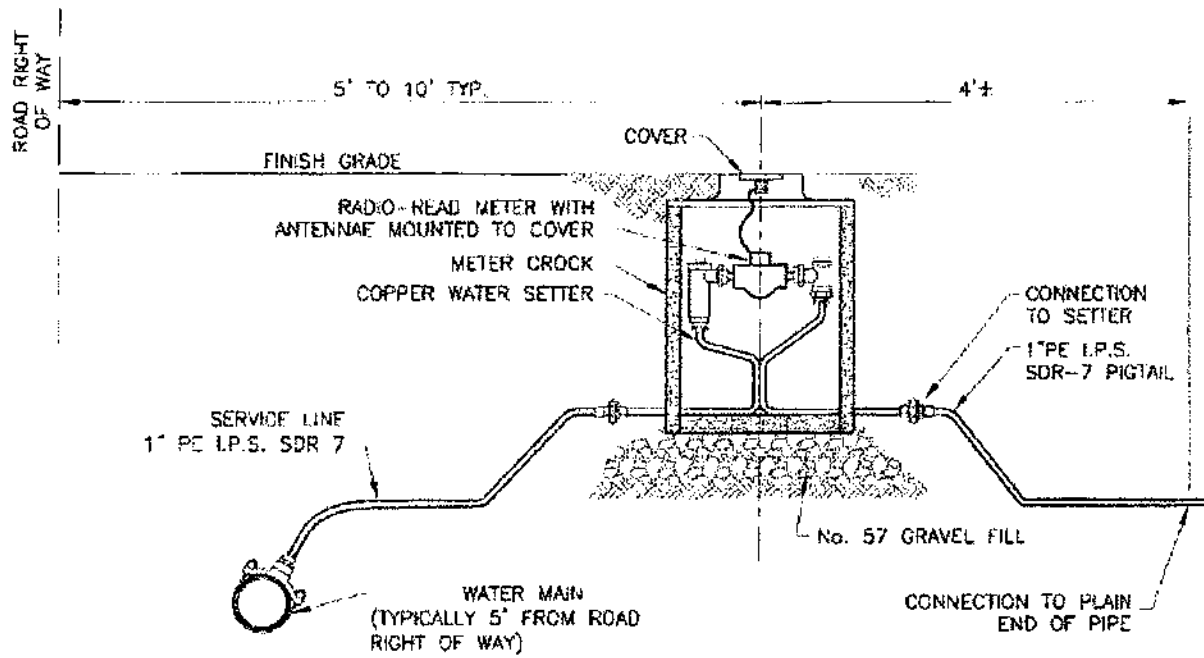
Bob Manchester - Secretary

On motion duly made, seconded and carried, this resolution is hereby adopted by the Board of Directors of Lake Sherwood Estates Association on this _____ day of _____, 20____.

APPENDIX A

GENERAL DIAGRAMS

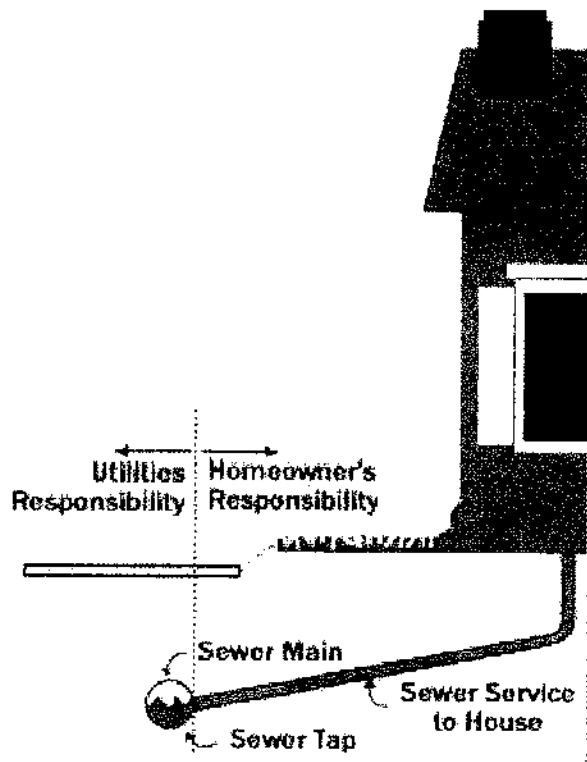
Meter Installation Detail



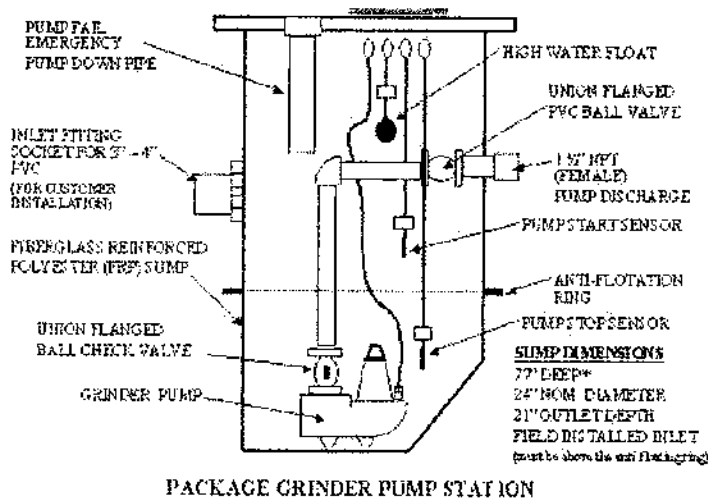
Typical LSEA Service Line w/Water Meter & Main Tap

APPENDIX A

GENERAL DIAGRAMS



Typical LSEA Gravity Sewer Lateral



Typical LSEA Pressure Sewer Lateral