



**RULES AND REGULATIONS**

**Adopted October 10, 2017**

- I. Service Classification. There shall be no distinction of this category.
- II. Service Application.
  - A. Any bona fide occupant of a single family dwelling; or to each residential unit in an auto court, duplex, or multiple dwelling building; or person holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy or property may be a Member of this Company by obtaining a Membership from the Company. Persons who receive the approval of the Board of Directors may be admitted to Membership upon subscribing for a Membership and by signing such agreements for the purchase of water as may be provided and required by the Company, provided that no person otherwise eligible shall be permitted to subscribe for or require Membership of the Company if the capacity of the Company's Water System is exhausted by the needs of its existing Members. A fee of \$ \_\_\_\_\_ shall be paid per Membership.
  - B. The Company may reject any application for Membership when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.
  - C. Violation of any of the provisions of these rules, by laws or any other regulations of the Company, the Company may remove the meter and discontinue service. Where the meter is thereafter reinstalled, the Member shall first pay to the Company a reinstallation charge of **\$25.00**.
  - D. The individual in whose name the Membership is prepared shall be responsible for payment of all bills incurred in connection with the service rendered.
  - E. Transfer of Membership from one individual to another may not be made until all back bills are paid.
- III. Initial or Minimum Charge.
  - A. The flat minimum monthly rate, as set up in the water rate schedule for the year, will be payable irrespective whether any water is used by the Member during the month.
  - B. The flat minimum monthly rate, as set up in the water rate schedule for the year, will be payable irrespective of seasonal use, in which event the Company may be required to remove the meter, the Company, when service is again restored will make a charge for such reinstallation as set out in Section II, C hereinabove.
  - C. The tap fee of \$ \_\_\_\_\_ shall be made for each new meter installation where standard 5/8" inch meter are used and a proportionate fee for larger meters. Standard tap fees apply only to locations that are adjacent to a main supply line.
  - D. Water furnished for a given lot, farmstead, or commercial property shall be used on that account only. Each Members service must be separately metered at a single delivery and metering point. If more than one storeroom or Business stall is located on a commercial property each shall be metered separately.
- IV. Company's Responsibility.
  - A. The Company will install, maintain and operate a main distribution pipe line or lines from the source of water supply, and service lines from the main distribution line or lines to the property line of each Member of the Company at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the Company, shall be placed.

The Company will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Company and to be installed on same portion of the service line owned by the Company. The Company shall have the sole and exclusive right to use such cut-off valve to turn service on and off.
  - B. Each Member shall be entitled to (not to exceed) one (1) service line from the Company's Water System and Provided that the Member shall pay the prevalent tap fee for each service line. No new service line or charge in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the Company's Water System at the nearest available place to the place of desired use by the Member if the Company's Water System shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through prior service line. If the Company's Water System shall be inadequate to permit the delivery of water through a service line installed at

such place without interfering with the delivery of water through a prior service line, the such service line shall be installed at such place as may be designated by the Company. Each Member will be required to maintain such portion of the service line or lines from the property line of the Member to his own dwelling or other place of use on his own expense.

V. Company's Liability.

- A. The Company does not assume the responsibility of inspecting the Member's piping or apparatus and will not be responsible therefore.
- B. The Company reserves the right to refuse service unless the Member's lines or piping are installed in such manner as to prevent cross-connections or back-flow.
- C. The Company shall not be liable for damage done or by resulting from any defects in piping, fixtures, or appliances on the Member's premises. The Company shall not be responsible for negligence of the third persons, or forces beyond the control of the Company resulting in any interruption of service.
- D. Under normal conditions, the Member's will be notified of any anticipated interruption of service.

VI. Member's Responsibility.

- A. Piping on the premises of the Member must be so installed that the connections are conveniently located with respect to Company lines and mains.
  - B. If the Company is called upon to provide additional meters each place of metering will be considered as a separate and individual account.
  - C. The Member shall provide a place of metering, which is unobstructed and accessible at all times.
  - D. The Member shall furnish and maintain a private cut-off valve on the Member's side of meter. The Company is to provide a like valve on the Company's side of each meter.
  - E. The Member's piping and apparatus shall be installed and maintained by the Member at the Member's expense in a safe and efficient manner and in accordance with Company Rules and Regulations and full compliance with sanitary regulations of the State Board of Health.
  - F. The Member shall guarantee proper protection for the Company's property placed on the Members premises and shall permit access to it only by authorized representatives of the Company.
  - G. In the event that any loss or damage to the property of the Company or any accident or injury to persons or property is caused by or results from negligence or wrongful act of the Member, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the Member to the Company and any liability otherwise resulting shall be assumed by the member.
  - H. The amount of such loss or damage or the cost of repairs shall be added to Member's bill and if not paid, service may be discontinued by the Company.
  - I. Water furnished by the Company shall be used for domestic consumption by the Member, members of his household, and employees only. The member shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, or other purposes, except that when water is available in sufficient quantity without interfering with the regular domestic consumption, then the water may be used for any other purpose. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.
- VII. Extensions to Mains and Services.
- A. The Company will construct extensions to its water lines to points within its area where feasible, but the Company shall not be requires to make such installations unless the Member pays to the Company the entire coat of the installation.
  - B. All line extensions shall be evidenced by Water Users Agreement signed by the Company and the person advancing funds for said extension and tap.

VIII. Access to Premises.

- A. Duly authorized agents of the Company shall have access, at all times, to the premises of the Member for the purpose of installing or removing Company property, inspecting piping, correcting leaks, reading or testing meters or for any other purpose in connection with Company's service and facilities.
- B. Each Member shall grant or convey, or shall cause to be granted or conveyed to the Company a permanent easement and right-of-way across any property owned or controlled by the Member wherever said permanent easement and right-of-way is necessary for the Company's water facilities and lines, so as to be able to furnish service to the Member.

IX. Change of Occupancy.

- A. Not less than one week's notice must be given in person or in writing to the Company to discontinue service or to change occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure whichever period is longer.
- C. A charge of \$25.00 will be made for each meter for each turn-on or cut-off, other than change of occupancy.

X. Meter Reading- Billing – Collection.

- A. Meters will be read and bills rendered monthly, but the Company reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- B. Bills for water will be figured in accordance with the Company's published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a Member orders turn-on, the minimum bill to such Member for such period shall be equal to the minimum charge for one full month's service. C. Charge for service commences when meter is installed and connection made, whether used or not.
- D. Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or the same or different Members, or the same or different services.
- E. Bills are due when rendered and delinquent after fifteen (15) days; if not paid in thirty (30) days, the Company may discontinue services.
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the Member from payment. Payments not received by the due date shall have a 10% penalty added. G. Delinquent bills requiring certified notices will be billed for the certified postage.
- H. A service charge will be added on all returned checks.

XI. Suspension of Services.

- A. Service discontinued for non-payment of bills will be restored only after bills are paid in full, and a service charge of \$25.00 paid for each meter reconnected.
- B. If the customer does not abide by the Company's Rules and Regulations. There will be a charge of \$100.00 for the 1<sup>st</sup> offense and \$1,000.00 for the 2<sup>nd</sup> offense.
- C. The Company reserves the right to discontinue its service without notice for the following additional reasons:
  - 1. To prevent fraud and abuse.
  - 2. Consumer's willful disregard of the Company's rules.
  - 3. Emergency repairs.
  - 4. Insufficiency of supply due to circumstances beyond the Company's control.
  - 5. Legal process.
  - 6. Director of public authorities.
  - 7. Strikes, riot, fire, flood accident or any unavoidable cause.

XII. Complaints- Adjustments.

- A. If a Member believes his bill to be in error, he shall present his claim, in person or in writing, before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuing of service, as heretofore provided. The Member may pay such bill under protest and said payment shall not prejudice his claim.
- B. If the seal of a meter is broken by other than the Company's representative or if the meter fails to register correctly or is stopped for any cause, the Member shall pay an amount estimated from the record of his previous bills and/or from other proper data.

XIII. Abridgement or Modification of Rules.

- A. No promise, agreement or representation of any employee of the Company shall be binding upon the Company except as it shall have been agreed upon in writing, signed and accepted by the acknowledge officers of the Company.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the Company.
- C. The word "Company" used herein applies to Gallia County Rural Water Association. The word "Member" used herein applies to the Members of said Company.

XIV. The Company reserves the right to refuse service to any individual or company as determined by the Board of Directors of Said Company.