

Brown County Rural Water Association

Customer Regulations

I. Definitions:

Service Classification: There shall be no distinction in this category.

When the word “Corporation, Association, or Company” is used in these rules it refers and applies to Brown County Rural Water Association, Inc. unless otherwise defined.

The words “Member, Customer, or Consumer” shall be synonymous when used in these rules, and refers to an individual, company, corporation, etc. that has met all Association requirements for membership.

II. Service Application:

- A. Any bona fide property owner of a single-family dwelling; or 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 their place of occupancy or property may be a member of this association. Persons who receive the approval of the Board of Trustees may be admitted to membership by signing such agreements for the purchase of water as may be provided and required by the Association, provided that no person otherwise eligible shall be permitted to subscribe for or require a membership in the Association if the capacity of the Association’s water system is exhausted by the needs of its existing Members. Tenants or lessees are not eligible to be Association Members.
- B. The Association may reject any application for membership when the Applicants are delinquent in payment of bills incurred for service previously supplied at any location and any member who is delinquent in payment of a bill shall automatically forfeit membership until the bill is current.
- C. If there is a violation of any of the provisions of these rules, the code of regulations or any other regulation of the Association, the Association may without notice discontinue service. If the service is thereafter reinstated, the Member shall first pay to the Association the charges set by the Board of Trustees.
- D. The owner/owners, in whose name the membership/water user’s agreement is prepared shall be responsible for payment of all bills incurred in connection with the service rendered.

III. Membership:

All membership applications are subject to approval. Each applicant must complete the following:

- A. The individual desiring to become a member must during normal business hours, make application at the offices of the Association located at 3818 U.S. Rt. 52, Ripley, OH, and complete the following before a water tap can be set.
- B. Determine if a main is located at, and accessible at the site.
- C. Pay the existing tap fee.
- D. A Water Users Agreement must be signed by ALL the owners of the property.
- E. The driveway must be set, and a house number obtained and posted along with the Member's name at the property site.
- F. A right-of-way easement signed and recorded with the County.

IV. Service Fee:

- A. The minimum monthly rate, as adopted by the Board of Trustees, will be payable irrespective of whether any water is used by the Member during any month.
- B. The minimum monthly rate, as adopted by the Board of Trustees, will be payable irrespective of seasonal use.
- C. The tap fee as established by the Board of Trustees shall be made for each new meter installation regardless of location. Each meter will have its own entry in the meter reading system used by the Company.
- D. Meter installations of a size larger than 5/8 inch will be assessed the tap fee established by the Board of Trustees for the appropriate size. Said tap fee is in addition to the cost of labor and material to be charged for the installation of the larger meter.
- E. Water furnished for a given lot or farmstead shall be used on that lot only. Each Member's service must be separately metered at a single delivery and metering point. All commercial use shall be metered separately from any residential use, and vice versa.
- F. In addition to the collection of regular rates, the Company may collect from the Member a proportionate share of any privilege, sales, license, use tax or imposed. Any additional fees, taxes, or licenses imposed by regulatory agencies may also in turn be proportionally passed on to the Members.

V. Association's Responsibility:

- A. The Association will install, maintain, and operate a water distribution system, including main lines, pumping stations, towers, service lines, sources of supply and treatment.
- B. The Association shall install the meter well adjacent to the Member's driveway. Installation at other locations will be at the approval of the management.
- C. If the Association is called upon to provide additional meters, each place of metering will be considered as a separate and individual account, and prior to installation will be subject to the then existing tap fee.
- D. The Association is to provide a cut-off valve on the Association's side of the meter.

VI. Association's Liability:

- A. The Association does not assume the responsibility of inspecting the Member's piping or apparatus and will not be responsible, therefore. The Association does, however, reserve the right to inspect for a gate valve, pressure reducer valve (PRV), and double check valve being installed on the Members system, prior to the commencement of service. The Association will not be responsible for any malfunctions associated with those items.
- B. The Association reserves the right to inspect and to refuse service unless the Member's lines or pipes are installed in such a manner as to prevent cross-connections or backflow and unless installation is in accordance with all Association rules, and County and State Health Department Regulations.
- C. The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's premises. The Association shall not be responsible for any damages done by or resulting from any defects in piping, fixtures, or appliances on the Member's premises. The Association shall not be responsible for negligence of third persons, or forces beyond the control of the Association resulting in any interruption of service including but not limited to weather conditions, broken or frozen lines, or acts of God.
- D. Under normal conditions, the Members will be notified of any scheduled maintenance or repairs that result in interruptions of service.

VII. Member's Responsibilities:

- A. Prior to the installation of a water tap, the Member will have installed the necessary culvert and driveway for the residence and will obtain a house number from the County Engineers office.

- B. The Member is always responsible for providing unobstructed access to the place of metering.
- C. The Member shall furnish and maintain a private cut-off valve on the Member's side of the meter.
- D. 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 the Association rules and regulations and in full compliance with the sanitary regulations of the State and County Boards of Health.
- E. The Member shall guarantee proper protection for the Association's property placed on the Member's premises and shall permit access to it only by authorized representatives of the Association.
- F. In the event that any loss or damage to the property of the Association or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Member, the Member's agent or employees, the cost of the necessary repairs or replacements shall be paid by the Member to the Association, and liability otherwise resulting shall be assumed by the Member. The amount of such loss or damage or the cost of repairs shall be invoiced to the Member, and if not paid as invoiced, service may be discontinued by the Association.
- G. Water furnished by the Association for residential use shall be used for domestic consumption by the Member, members of the 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 when water is available in sufficient quantity without interfering with any other purposes. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

VIII. Extensions to Main Services:

- A. The Association may supply service for temporary purposes provided that the Association has water available in excess of the Association's regular needs, and provided the Association has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Association the Association's estimate of cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.
- B. The Association will construct extensions to its water lines to points within its area, but the Association shall not be required to make such installations unless the Member pays to the Association the entire cost of the installation.
- C. All line extensions shall be made in accordance with current extension and subdivision policies and shall be evidenced by contract signed by the Association

and the person advancing funds for said extension, but each contract shall be null and void unless in a form approved by the USDA Rural Development and other governing bodies.

IX. Access to Premises:

- A. Duly authorized agents of the Association shall have access to the land and buildings of the Member for the purpose of installing or removing Association property, inspecting piping, reading or testing meters or for any other purpose in connection with the Association's service and facilities.
- B. Each Member shall grant or convey, or shall cause to be granted or conveyed to the Association 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 Association water facilities and lines, so as to be able to furnish service to the Member.
- C. Any Non-Member, or Member who refuses the Association a right-of-way easement and causes the Association to use public right of way, private easement on the opposite side of the road or public right of way on the opposite side of the road, who should decide at a later date to become a Member shall be required to pay at twice the then existing tap fee.

X. Change of Occupancy/Ownership:

- A. The Member is responsible to give notice to the Association to discontinue service or to change occupancy/ownership.
- B. The current Member of record is responsible for all water passing through the meter until the Association is notified of a date for a final read, and the Association has an address for the final bill, and service is discontinued.
- C. Prior to receiving service, a water customer who is a non-owner of the premises or is purchasing property on land contract shall pay a deposit of \$200.00. Such deposit shall be held by the Association without interest as a security for the non-payment on water bills, turn on expenses, damage to meter, penalties, and such other fees or charges that may become due to the Association by the water user. This deposit may be waived in writing by the landlord/Member. The landlord/Member remains responsible for all water bills, but the \$200.00 deposit will be applied to any bill left by the non-owner/land contract purchaser before any refund will be made.
- D. Water service shall be transferred to a new occupant of a property or installed for a new owner of property only in the event that all prior charges for water service and all other minimum charges for a tap such as in the case of a "dead tap" are paid in full. In no case will service be restored until the charges against that tap are satisfied.

- E. Membership may be transferred on an account in good standing at no cost to the Member. The new Member must sign a Water User's Agreement (WUA) within ten (10) days, or service will be terminated. If it should become necessary to discontinue service because a new Member refuses/fails to sign the WUA a \$50.00 reconnect fee will be imposed.

XI. Meter Reading – Billing – Collection:

- A. Meters will be read and bills rendered monthly, but the Association reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable, and bills may be from time to time estimated by the Association.
- B. Bills for water will be figured in accordance with the Association'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 a turn-on, the minimum bill to such a Member for such period shall be equal to the minimum charge for one full month's service.
- C. Charge for service commences thirty (30) days after a tap is set by the Association regardless whether used or not.
- D. Bills are due when rendered; if not paid by the due date, there shall be added to any bill not so paid, a penalty of 10%.
- E. Failure to receive bills or notices shall not prevent such bill from becoming delinquent, nor relieve the Member from payment. Any adjustment made in Member's bills must be approved by the Board of Trustees.
- F. Any bill paid by check which is later not honored and paid by the bank on which it is drawn, will be considered delinquent. A \$35.00 service charge will be added to said bill, and if not paid within the time allotted, service will be terminated.
- G. If a bill for water service contains a charge for wastewater collection, such charge shall be paid along with all other charges and in the same manner. Failure to pay wastewater charges shall be a failure to pay water charges and such bill shall be considered delinquent and subject to the terms of these rules concerning turnoff, penalty and reconnection.

XII. Suspension of Service:

- A. It is the policy of the Association to discontinue service for non-payment of bills under the following conditions. If payment for the current months bill is NOT received by the time the next month bill is mailed, a disconnect notice will be sent to the customer. Payment of the previous and current bill must be received by the due date, or service will be discontinued. Payment of only the previous amount due WILL NOT prevent disconnection. The bill must be paid in full.

The Association encourages all customers who may be late in making payments to contact the office to make necessary arrangements to prevent discontinuance of service.

- B. Service discontinued for non-payment of bills will be restored only after bills are paid in full and a service charge of fifty dollars (\$50.00) is paid for each meter reconnected.
- C. The Association reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. Consumer's willful disregard of the Association's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of supply due to circumstances beyond the Association's control.
 - 5. Legal process or court order.
 - 6. Direction or by order of public authorities.
 - 7. Strike, riot, fire, flood, accident, or any other unavoidable cause.
- D. The Association may in addition to prosecution by law, permanently refuse service to any Member who tampers with a meter or other measuring device or other Association property.

XIII. Dead Tap:

If the Member fails to pay the minimum water charges and penalties for a period of six (6) months, the water tap shall become a dead tap, and the Water User's Agreement and purchase fee will become null and void. Service may be restored if all charges including reconnect fees are paid prior to the six (6) month deadline. Once it becomes a dead tap, the tap will continue to incur a charge of the current monthly minimum up to a maximum of 2/3 the cost of a new tap of the same size. To reactivate the tap, the Member/New Member shall be required to pay the balance due at time of activation and a new Water User's Agreement signed.

XIV. Complaints – Adjustments:

- A. A Member who wishes to bring a matter before the Board of Trustees will submit to the General Manager in writing the Member's concern, and the General Manager will attempt to resolve the problem. If the Manager is unable to reach a solution, the Manager will present the Member's concerns to the Board of Trustees.
- B. A Member is responsible for all water that passes through the meter whether through use, or leak. The Member may apply for relief in the form of a one-time adjustment of 50% of the bill. This adjustment may be offered again only if the previous adjustment (credit) is paid in full.

- C. If the Member believes a bill to be in error, the Member shall present claim, in writing, to the Board of Trustees or their designated agent before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service, as heretofore provided. The Member may pay such bill under a protest and said payment shall not prejudice any claim.
- D. Meters will be tested at the request of the Member, whereas the water user believes the meter does not accurately reveal the water usage it is agreed:
 - (a) That the water meter will be removed and tested to determine the accuracy of the reading.
 - (b) In the event the test would show that the meter is making an inaccurate reading that exceed a five (5) percent margin of error, the Association will replace the meter at no cost to the water user, and adjust the billing for a maximum of the previous three (3) months.
 - (c) In the event the test would show that the meter is accurate within the five (5) percent margin of error, the Member will pay to the Association the sum of fifty (50) dollars to cover the expense to the Association for the test.
- E. If the seal of a meter is broken by other than the Association'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 the previous six (6) bills, and/or from other proper data.

XV. Abridgement or Modification of Rules:

- A. No promise, agreement or representation of any employee of the Association shall be binding upon the Association except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Association.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the Association.