

# Earnhart Hill Regional Water & Sewer District

## Resolution 2010-06

A RESOLUTION ESTABLISHING RULES AND REGULATIONS FOR WATER USE FOR THE EARNHART HILL REGIONAL WATER AND SEWER DISTRICT, CIRCLEVILLE, OHIO (HEREINAFTER CALLED EHRWSD), AND PROVIDING PENALTIES FOR VIOLATIONS OF SECTIONS THEREOF.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF EHRWSD, COUNTIES OF PICKAWAY AND FAIRFIELD, STATE OF OHIO:

### 1. Definitions

- 1.1. "Board" shall mean the Board of Trustees of the Earnhart Hill Regional Water & Sewer District, Circleville, Ohio, or any duly authorized official acting in its behalf.
- 1.2. "Capacity Charge" shall mean a fee, based on meter size, charged to a customer for the cost of maintaining the water system capacity.
- 1.3. "Customer" shall mean any person who has signed an agreement to receive water service from the District.
- 1.4. "District" shall mean the service area of Earnhart Hill Regional Water & Sewer District.
- 1.5. "Facility Charge" shall mean the monthly charge for service availability regardless of usage or whether the water service has been connected to the property.
- 1.6. "Meter Charge" shall mean the fee charged to a customer for the cost of the service meter.
- 1.7. "Person" shall mean any individual, partnership, firm, company, municipal or private corporation, association, society, institutions, enterprise, governmental agency or other legal entity or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.
- 1.8. "Renter" shall mean any occupant of a dwelling or building not listed on the property deed.
- 1.9. "Shall" is mandatory; "May" is permissible.
- 1.10. "Tap Charge" shall mean a fee, based on meter size, charged to a customer for the installation of a water service.

### 2. Service Application

- 2.1. Any person holding property having reasonable accessibility to the source of may obtain water service from the District. Persons who receive the approval of the Board may receive service upon signing such agreements for the purchase of water as may be provided and required by EHRWSD, provided that no person otherwise eligible shall be permitted to subscribe for or require a service from EHRWSD if the capacity of the EHRWSD water system is exhausted by the needs of its existing customers.
  - 2.1.1. A tap charge, meter charge and capacity charge shall be paid, based on meter size, according to current rate schedule for each new service.

- 2.2. EHRWSD may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.
- 2.3. A violation of any of the provisions of these rules, bylaws or any other regulation of EHRWSD may cause EHRWSD to remove the meter and/or discontinue service. Before the service is restored, the customer shall first pay a service charge.
- 2.4. The individual in whose name the service is prepared shall be responsible for payment of all bills incurred in connection with the service rendered.
- 2.5. If the owner of a property chooses to rent said property; the owner must sign an Owner/Renter Agreement for each property to allow the renter to establish the water service in his/her name.
- 2.6. EHRWSD shall collect a deposit according to the current Schedule of Rates and Fees for each rental property where the service is established in the renter's name. The deposit is held until the discontinuance of service at which time the deposit shall be applied to the final bill.

### **3. Fees**

- 3.1. The facility charge, according to the current Schedule of Rates and Fees,, shall begin when the service is available, it shall be payable irrespective of whether water is used by the customer during any month. The facility charge shall continue each month as long as the customer holds a deed to said property or the customer chooses to abandon the service by signing a Service Abandonment Form.
- 3.2. Water furnished for a given lot or farmstead shall be used on that lot only. Each customer's service must be separately metered at a single delivery and metering point. All commercial use, including storerooms and stalls for business purposes shall be metered separately from any residential use, and vice versa, or be placed on a rate multiplier equal to the total number of residences or businesses served.
- 3.3. An After Hours Service Charge shall be assessed to all service calls during non-business hours in which the representative physically visits a specific location.
- 3.4. In addition to damages, a meter tampering charge shall be billed to any account where tampering with a meter and/or a meter pit has occurred.
- 3.5. A Returned Check/ACH Charge shall be assessed to any account when a check or ACH payment is returned by the bank.

### **4. District's Responsibility**

- 4.1. EHRWSD shall install, maintain and operate a main distribution pipeline or lines from the source of water supply and service lines from the main distribution line to the area designated as the delivery point, where a meter purchased by the Customer shall be placed.
- 4.2. EHRWSD shall also install a cutoff valve to be owned and maintained by EHRWSD and to be installed on the same portion of the service line owned by EHRWSD. EHRWSD shall have the sole and exclusive right to use such cutoff valve.
- 4.3. Each customer shall be entitled one (1) and not to exceed one (1) service line from the EHRWSD water system unless otherwise approved by the Board of Trustees and

provided that the customer shall be required to pay the prevalent tap charge, meter charge and capacity charge for each service line. Any new service line or change in an existing service line shall not interfere with an existing service line or the delivery of water therein. Each service line shall connect with EHRWSD's water system at the nearest available place of desired use by the customer, if the District's water system shall be of sufficient capacity to permit the delivery of water through a service line at the place without interfering with the delivery of water through a prior service line. If EHRWSD's water 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, then such service line shall be installed at such place shall approved by EHRWSD.

## **5. District's Liability**

- 5.1. EHRWSD does not assume the responsibility of inspecting the customer's piping or apparatus and shall not be responsible therefore.
- 5.2. EHRWSD shall be responsible for the service line from the main to the curb stop. In the event the meter is located in a meter pit, EHRWSD's responsibility shall end at the meter setter.
- 5.3. EHRWSD reserves the right to refuse service unless the customer's lines or piping are installed in such manner as to prevent cross-connections or backflow according to EHRWSD's Regulations on Cross Connection Control.
- 5.4. EHRWSD shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the customer's premises, unless such damage results directly from negligence on the part of EHRWSD. EHRWSD shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the customer's premises. EHRWSD shall not be responsible for negligence of the third person, or forces beyond the control of EHRWSD resulting in any interruption of service.
- 5.5. Under normal conditions, customer(s) shall be notified of any anticipated interruption of service.

## **6. Customer's Responsibility**

- 6.1. Piping on the premises of the customer must be so installed that the connections are conveniently located with respect to EHRWSD lines and mains.
- 6.2. If EHRWSD is called upon to provide additional meters, each place of metering shall be considered as a separate and individual account, except when the meter is used as a submeter to separate household use, where sewer rates are applicable, from outside use.
- 6.3. The customer shall furnish and maintain a private cutoff valve on the customer's side of the meter.
- 6.4. The customer's piping and apparatus shall be installed in a safe and efficient manner and maintained by the customer at the customer's expense and in accordance with EHRWSD rules and regulations and in full compliance with sanitary regulations of the Pickaway County Board of Health, the Fairfield County Board of Health, the Ohio Department of Health and/or the Ohio Environmental Protection Agency.

- 6.5. The customer shall guarantee proper protection for EHRWSD property placed on the customer's premises and shall permit access to it only by authorized representatives of EHRWSD.
- 6.6. In the event that any loss or damage to the property of EHRWSD or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the customer, his agent, or employees, the cost of the necessary repairs or replacements shall be paid by the customer to EHRWSD and any liability otherwise resulting shall be assumed by the customer.
- 6.7. The amount of such loss or damage or the cost of repairs shall be added to the customer's bill and if not paid, EHRWSD may discontinue service.
- 6.8. Water furnished by EHRWSD shall be used for domestic consumption by the customer, occupants of his household, and employees only. The customer 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 the regular domestic consumption, and then the water may be used for other purposes. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.
- 6.9. In the event a leak should occur between the curb stop of a residence or business and the meter, where this leak would not be detected by the meter, EHRWSD shall give the property owner three days to repair said leak. If the leak is not repaired or arrangements have not been made by the end of the third business day following notification, the service to that property shall be discontinued until effective repairs have been made.
- 6.10. In the event an existing water main must be relocated or lowered due to the property owner or any other person changing the grade of land or other situations, it is the responsibility of the property owner to pay for such changes.

## **7. Extensions to Mains and Services**

- 7.1. Water main extensions may be made by the Board provided that the prospects in the judgment of the Board are that the patronage or demand for water service shall be sufficient or result in clear benefit to the community and shall be of such permanency as to warrant the capital expenditure involved.
  - 7.1.1. Water main extensions not meeting the Board's criteria for patronage, demand and community benefit may be funded through the EHRWSD Line Extension program.
- 7.2. The Board may accept the offer of any developer to construct at his or their sole cost and expense and to donate to EHRWSD any water main extensions upon the following conditions and in the following numerical order:
  - 7.2.1. That detailed plans and specifications for said construction project be submitted to EHRWSD for approval and to all other necessary regulatory agencies for approval. Written proof of approval of all necessary regulatory agencies must be given to EHRWSD and approval of EHRWSD obtained prior to commencement of construction.
  - 7.2.2. That proper easements and permits are obtained.
  - 7.2.3. That EHRWSD be notified in writing, prior to commencement of construction and that EHRWSD be afforded the opportunity at all times to inspect the project during

construction.

- 7.2.4. That EHRWSD be reimbursed for all inspection services at the inspector's current hourly rate plus benefits.
- 7.2.5. That a written tender of donation of said water main extensions be presented to the Board, together with a Performance Bond of the contractor in such amount and with such sureties acceptable to EHRWSD indemnifying and protecting EHRWSD against imperfections in material, equipment, and workmanship which may become apparent during the period of one year subsequent to the date of presentation of such tender and acceptance by EHRWSD, and further providing that the donor shall, at his or its expense, remove and replace in whole or in part any such work, material, and equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period upon the written demand and to the full satisfaction of EHRWSD.
- 7.3. In case a developer shall offer to construct at his or their sole cost and expense and to donate to EHRWSD any water main extensions necessary to serve the proposed customer or customers as described herein, but for EHRWSD's extension plans, EHRWSD shall require a larger main than is necessary for the service required for the main extension involved, EHRWSD may enter into a purchase agreement with the proposed donor or donors to purchase the oversized main, provided that the purchase price shall not be paid in whole, or in part until said construction shall have been fully completed and accepted by EHRWSD under the same terms and conditions described in Section 7.2 above, as if said water main were a fully donated water main.
- 7.4. The purchase price shall not exceed the difference in cost between the larger pipe size installed and the pipe size required to provide the service. Any costs to EHRWSD referred to in this paragraph may be determined from actual bids received by EHRWSD or may be computed by applying the actual average costs (not reflecting unusual costs incident to special construction) experienced by EHRWSD during the preceding 12 month period plus or minus any amount necessary to adjust for known cost increases or decreases, respectively.
- 7.5. All line extensions shall be evidenced by a contract signed by EHRWSD and the person advancing funds for said extension.
- 7.6. All line extensions shall be extended inside the property line of the last property to be serviced by the line extension.

## **8. Access to Premises**

- 8.1. Duly authorized agents of EHRWSD shall have access, at all reasonable hours, to the premises of the customer for the purpose of installing or removing EHRWSD property, inspecting piping, reading or testing meters or for any other purpose in connection with EHRWSD service and facilities.
- 8.2. Each customer shall grant or convey, or shall cause to be granted or conveyed to EHRWSD a permanent easement and right-of-way across any property owned or controlled by the customer wherever said permanent easement and right-of-way is necessary for EHRWSD water facilities and lines, so as to be able to furnish service to customers.

## **9. Change of Occupancy**

- 9.1. Not less than 24 hours notice must be given to EHRWSD to discontinue service or to change occupancy.
- 9.2. The outgoing party shall be responsible for notification to EHRWSD of a change of occupancy and all water consumed up to the time of the final reading.

**10. Meter Reading – Billing – Collections**

- 10.1. Weather permitting, meters shall be read and bills rendered monthly, but EHRWSD reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- 10.2. Bills for water service shall be figured in accordance with EHRWSD's current Schedule of Rates and Fees and shall be based on the amount consumed for the period covered by the meter readings.
- 10.3. Readings from different meters shall 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 customers, or for the same or different services.
- 10.4. Bills are due when rendered and delinquent after the fifteenth (15<sup>th</sup>) day of each month.
- 10.5. A penalty of 10% of the current balance shall be charged on all bills not paid by the fifteenth (15<sup>th</sup>) day of the month.
- 10.6. Delinquent notices shall be given for all accounts thirty (30) days past due with a balance greater than \$25. A final date of service shall be stated on the delinquency notice. A service charge shall be added and the service shall be discontinued if payment is not received by the final due date or arrangements are not made prior to the final due date.
- 10.7. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from payment.
- 10.8. A deposit may also be required from a property owner whose service has been discontinued for nonpayment more than twice (2) in a twelve (12) month period. This deposit shall remain with EHRWSD until the service is terminated.
- 10.9. Customer Service appointment hours shall be from 8:00 AM to 3:30 PM Monday thru Friday. All after hour appointments shall be subject to an After Hours Service Charge.

**11. Suspension of Service**

- 11.1. Upon discontinuance of service for nonpayment of bill, EHRWSD may proceed to collect as provided by law.
- 11.2. Service discontinued for nonpayment shall be restored only after the account balance, including any service charges, is paid in full.
- 11.3. EHRWSD may, in addition to prosecution by law, permanently refuse service or discontinue service, to any customer who reconnects or tampers with a meter or other measuring device until any damages and a tampering fee has been paid.
- 11.4. EHRWSD reserves the right to discontinue its service without notice for the following additional reasons:

- To prevent fraud or abuse
- Consumer's willful disregard of the EHRWSD rules
- Emergency repairs
- Insufficiency of supply due to circumstances beyond EHRWSD control
- Legal process
- Direction of public authorities
- Strike, riot, fire, flood, accident or any unavoidable cause

**12. Adjustments**

- 12.1. If the customer believes his bill to be in error, he shall present his claim to the office before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing a late charge or discontinuance of service as heretofore provided. The customer may pay such bill under protest and said payment shall not prejudice his claim.
- 12.2. If the seal of the meter is broken by any person other than EHRWSD or if the meter fails to register correctly or is stopped for any cause, the customer shall pay an amount estimated from the report of his previous bills and/or from other proper data.

**13. Penalties**

- 13.1. Any person found violating any provision of this RESOLUTION shall be served by EHRWSD with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- 13.2. Any person violating any of the provisions of this RESOLUTION shall become liable to EHRWSD for any expense, loss, or damage occasioned EHRWSD by reason of such violation.
- 13.3. EHRWSD shall have full power to invoke any authorized legal, equitable or special remedy for the enforcement of this RESOLUTION.
- 13.4. EHRWSD shall have full power to invoke immediate actions to correct any condition which presents an immediate threat to the health, safety or welfare of EHRWSD employees or users of the water distribution and treatment systems.

**14. Severability and Repealing Conflicting Resolutions**

- 14.1. If any provision, paragraph, word, section or article of this RESOLUTION is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, word, sections and chapters shall not be affected and shall continue in full force and effect.
- 14.2. All other RESOLUTION'S or parts of other RESOLUTION'S inconsistent or conflicting with any part of this RESOLUTION are hereby repealed to the extent of such inconsistency or conflict.

**15. Abridgment or Modification of Rules**

15.1. No promise, agreement or representation of any employees of EHRWSD shall be binding upon EHRWSD except, as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of EHRWSD.

15.2. No modification of rates or any of the Water Use Rules and Regulations shall be made by any agent of EHRWSD without Board approval.

**16. Effective Date**

16.1. This RESOLUTION shall be in full force and effect from and after its passage, approval, and publication according to the Laws of the State of Ohio.

Passed and adopted by the Board of the Earnhart Hill Regional Water and Sewer District, Circleville, Ohio, on this 8th day of July, 2010.