

Northern Perry County Water & Wastewater Rules And Regulations

I Customer

All applications and Rules and Regulations shall be applicable to all customers of the Northern Perry County Water & Wastewater, herein NPCWW and shall remain in effect until modified, rescinded or repealed by action of NPCWW. Copies of applications and Rules & Regulations are available upon request from NPCWW.

II Service

A. Application for Service

1. Any person who is the record owner of the property in the area served by NPCWW may become a customer upon signing such agreements for the purchase of a water and/or sewer tap. Approval by NPCWW and upon the payment of such fees as may be imposed by NPCWW, as provided.

2. Applications for water and/or sewer service are available in the office. The application shall contain the following information:

- * The name(s) of the record owner of the property to be served.
- * The address of the property.
- * The billing address, if different than the address of the property.
- * The telephone number of the owner(s).

The approval of application by NPCWW shall be endorsed on the application.

3. All applications shall be accompanied by the appropriate fee.

4. NPCWW may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.

B. Connection charge and meter installation fee.

1. Connection charges and meter installation fees shall be established by NPCWW. All rates and fees are subject to change.

2. Water furnished for a given location shall be used at that location only. Each service must be separately metered at a single delivery and metering point. Any commercial use shall be metered separately from any residential use.

C. Liability -The record owner of the premises served shall be liable for water and/or sewer service to said premises.

D. Violations - Upon violation of any of the provisions of these Rules and Regulations, or the relevant water user's agreement, NPCWW may remove the meter and disconnect service.

E. NPCWW shall not be held liable for damages caused by the failure of any lines, equipment, etc., owned by NPCWW, when due diligence is performed.

Before any meter is removed or reinstalled, NPCWW will renew service on proper application, when conditions under which the service was disconnected are corrected, and on the payment of all charges provided in the schedule or rates, including payment of any delinquent water bills. If a customer voluntarily request the disconnection of the water service for a period of time the charge shall be the minimum monthly charge or the customer may have the service shut off and pay the reconnection fee when service is resumed.

III Responsibility

- A. NPCWW will install, maintain and operate a main distribution pipe line or lines from the source of water supply and service lines on or as near of the property line of each customer of NPCWW and the state highway, county road, or township road right of way as possible, at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by NPCWW. The cost of the service line or lines from the main distribution line or lines of the company to the water meter of each customer shall be paid by NPCWW, provided, the customers property is continuous to the public right of way. NPCWW will also purchase and install a shut off valve to be owned and maintained by NPCWW, and to be installed on the portion of their service line that is owned by NPCWW. NPCWW shall have the sole and exclusive right to use and operate such shut off valve.

- B. Each customer shall be entitled to only one (1) service line from NPCWW water system, unless otherwise approved by NPCWW. Each service line shall connect with NPCWW's water system at the nearest available place to the place of desired use by the customer. If NPCWW'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, then such service line shall be installed at such place as may be designated by NPCWW.

- C.
 1. All meters shall be furnished by NPCWW and shall remain the property of NPCWW. Meters shall be conveniently located at a point approved by NPCWW, so as to control the entire supply.
 2. Meters will be maintained by NPCWW, so far as ordinary wear and tear is concerned. However, when a meter is damaged by freezing, hot water, or any other external cause, the customer shall pay the cost for such damage. The customer shall notify NPCWW of any damage or malfunction of a meter as soon as the damage or malfunction comes to the customer's attention.
 3. The quantity of water furnished by the meter shall be conclusive on both the customer and NPCWW except when the meter has been found to be registering inaccurately or has ceased functioning. In such an event NPCWW will prorate the billing of such service.

- D. Separation of Systems- All water, drainage and sewer systems are separate and distinct systems. No person shall connect any two systems together in any manner that could cause wastewater, storm water or other non-potable water to enter the water system. All water systems shall be protected in all locations and all times from the siphoning, backflow, or pressure flow of wastewater or drainage water into any part of the water system, regardless of whether any portion of the water system has a positive or negative pressure applied to it.
- E. Each person shall protect the portion of a water system on their premises or that they are using from damage or contamination. Any person in charge of or responsible for a process, use or activity that causes or produces damage, or adds compounds, elements or materials to the water, or otherwise contaminates the water system of NPCWW, shall notify NPCWW. Such notification shall not relieve the responsible person of liability for any consequential expense, loss or damage to the water system, or injury or disease to person(s) using the water service.

IV NPCWW Limits

- A. NPCWW reserves the right to refuse service unless the customer's lines or piping are installed in such manner as to prevent cross-connections or back flow.
- B. The customer is responsible for all backflow device's, which NPCWW requires to prevent any cross-connections.
- C. NPCWW shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the customer's premises. NPCWW shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the customer's premises. NPCWW shall not be responsible for negligence of third persons, or forces beyond the control of NPCWW resulting in any interruption of service.
- D. Whenever feasible, customers will be notified in advance of any anticipated interruption of service.
- E. No other water or sewer laterals, shall be affected by the repair of another, unless approved in writing by NPCWW.
- F. No sewer laterals shall be joined with any other laterals.
- G. NPCWW strongly recommends the use of a pressure regulator and expansion tank on the customers service. NPCWW shall not be liable for damages, in any way, due to the failure of regulators, meters, check valves, pumps, etc. from NPCWW service lines.

- H. Suitable backflow prevention devices are strongly recommended for any water service, where there is a water well on the property. However, NPCWW may approve a physical separation of service lines, as not to cause any cross-connections. NPCWW shall have the right to inspect these physical separations at any time in the future. NPCWW shall not be held liable for any cross contamination due to non-compliance of these rules.

V Customers Responsibility

- A. Each Customer shall be required to install and maintain water service line or lines from his or her water meter to his or her dwelling or other place of use, at his or her own expense.
- B. If NPCWW is called upon to provide additional meters, each place of metering will be considered as a separate and individual account and will be charged a tap fee for each meter.
- C. The customer shall be responsible for their sewer service line, from the main line of NPCWW, to his or her residence (including main tap fitting).
- D. The customer shall provide a place of metering, which is unobstructed and accessible at all times.
- E. The customers piping shall be installed and maintained in a safe and efficient manner and in accordance with NPCWW's Rules and Regulations, and in full compliance with regulations of the State Board of Health, and all other applicable laws and regulations.
- F. Any leak in any pipe or fixtures on the customer's service line or plumbing on the premises of the customer shall be immediately repaired. Service may be disconnected by NPCWW until such repair is made.
- G. The customer shall guarantee proper protection for NPCWW's property placed on the customers premises and shall permit access to it only by authorized representatives of NPCWW.
- H. In the event that any loss or damage to the property of NPCWW or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of a customer, the cost of the necessary repairs or replacements shall be paid by the customer to NPCWW and any liability otherwise resulting shall be assumed by such customer.
- I. The amount of such loss or damage and the cost of such repairs or replacement shall be added to the customer's bill, and if not timely paid, service shall be disconnected by NPCWW.
- J. Water furnished by NPCWW shall be used only for consumption by the customer, members of his or her household or employees. A customer shall not sell water to any other person or permit any other person to use water. Disregard for this rule shall be sufficient cause for refusal or disconnection of service.
- K. All sewer work must be inspected by an agent of NPCWW before and during all construction. All material must meet the requirements of NPCWW. A 24 hour notice must be given, when an inspection is required.

- L. All sewer customers shall pay a sewer tap fee designated by NPCWW. A sewer users agreement must be completed and returned to our office. Anyone who purchases a sewer tap from NPCWW shall start paying a minimum monthly sewer bill of \$60.00. Billing shall start at time of installation of the tap. All livable quarters shall purchase and install a sewer tap and lateral to his or her residence. Only one single family residence shall be served per tap and fee. All empty lots and unlivable quarters may refrain from buying a sewer tap and paying a monthly fee. When said sewer tap is purchased, the buyer must pay the current price of the tap. The description of livable quarters is as follows: Any residence that has bathing facilities, or has more than two apparatuses that serve water. All sewer taps shall be inspected by an agent of NPCWW. All prices are subject to change.
- M. All water customers shall pay a water tap fee designated by NPCWW. A water users agreement must be completed and returned to our office. A minimum monthly charge of \$40.00 shall be effective on the installation of the water tap. No monthly fee shall apply if the customer requests that the water be shut off and locked at the meter, however, there will be a \$50.00 fee applied when the water is turned back to service. All prices are subject to change.

VI Extension to Mains and Services.

- A. NPCWW may supply service for temporary purposes, if water is available in excess of the quantity required to meet NPCWW's needs and if NPCWW has available material and equipment necessary to supply said service. Each applicant for such service must pay the estimated total cost of providing same in advance.
- B. NPCWW may construct extensions to its water lines, but only if the applicant (s) therefore pays the entire cost.
- C. All line extensions shall be evidenced by contract signed by NPCWW and the person requesting such extension. Each such contract will be null and void if disapproved by the Farmer's Home Administration.
- D. Line extensions may be made by customers, upon approval of NPCWW.
- E. Line extensions and all costs, shall be the responsibility of person or persons requesting extension.
- F. All line extensions shall be inspected by an agent of NPCWW during all construction. All hardware shall be approved by NPCWW.

VII Access to Premises.

- A. Duly authorized agents of NPCWW shall have access, at all reasonable hours, to the premises of a customer for the purpose of installing or removing NPCWW property, inspecting piping, reading or testing meters, or for any other purpose related to the operation of NPCWW.

- B. Each customer shall grant or convey to NPCWW, or shall cause to be fronted or conveyed, a permanent easement and right of way across the property to be served.

VIII Change of Ownership

- A. A new application must be approved by NPCWW on any change in ownership of property, or in the service, as described in the original application, and NPCWW may disconnect the water supply until such new application is made and approved.
- B. Not less than one (1) week's notice must be given in person or in writing to NPCWW by a customer to disconnect service or to change billing procedures.
- C. The customer shall be responsible for all water consumed up to the time that a third party signs a new water user's agreement for service to the property in question.
- D. Appropriate charge will be made for each turn-on or shut-off.

IX Meter Reading - Billing - Collection.

- A. Bills based on the rates and charges that are adopted from time to time by NPCWW shall be sent monthly. NPCWW reserves the right to vary the dates or period conferred. All bills shall be payable as indicated thereon and must be paid in person or by mail, to the following address: Northern Perry County Water - P.O. Box 800 - New Lexington, Ohio 43764.
If any charge is not paid by the fifteenth (15) day of the month in which it shall become due and payable, a delayed payment charge of ten percent (10%) of the amount of the bill shall be added thereto and collected therewith. If payment is not received within ten (10) days after the due date, NPCWW shall send a disconnection of water notice to the last known address of the user advising that the water service shall be shut off within seven (7) days of the mailing date on the notice. The water service shall not be turned on, except for payment in full of the delinquent charges.
- B. If service is disconnected, a reconnection fee of \$75.00 will be applied. Payments will be accepted Monday through Friday 7:00 a.m. to 3:00 p.m. If water is shut off after 3:00 p.m. Monday through Friday, or a holiday, it will not be turned back on until the next scheduled workday. A scheduled workday is defined to be Monday through Friday 7:00 a.m. to 3:00 p.m., excluding weekends and holidays.
- C. Bills for water will be based on NPCWW's published rate schedule and the amount of water used for the period covered by the meter reading, except that the minimum bill to each customer for each month shall be no less than the minimum charge for one full month's service, as established by NPCWW. All rates are subject to change.
- D. **Payment responsibilities for water service shall begin upon date of tap-in.**
- E. Readings from different meters will not be combined for billing purposes.

- F. NPCWW shall not be held responsible for any misdirected bills. Failure to receive bills or notices shall neither prevent such bills from becoming delinquent nor relieve the customer from payment of such delinquent charges and fees.
- G. If NPCWW receives a returned check on a customer account, a \$35.00 fee will be applied.

X Suspension of Service

- A. Service disconnected for non-payment of bills will be restored only after bills are paid in full, along with any and all penalties, shut off fees and reconnection fees.
- B. NPCWW reserves the right to disconnect it's service without notice for the following additional reasons:
 - 1. For misrepresentation, in application, as the property or fixtures to be supplied, or the use to be made of the water supply.
 - 2. For molesting any service pipe, meter, shut off valve or any other appliance of NPCWW, controlling or regulating the water supply.
 - 3. To prevent fraud, abuse, or willful waste of water.
 - 4. Customer willful disregard of NPCWW rules.
 - 5. In case of vacancy of the premises.
 - 6. Emergency repair.
 - 7. Insufficiency of supply due to circumstances beyond NPCWW's control.
 - 8. If customer is found guilty of cross-connecting, water service will be disconnected.
- C. Water will be turned off of any premises on the written order of a customer, without in anyway affecting the customer's application, subject, however, that said customer will continue to be liable for the minimum monthly water rate bill, as established from time to time by NPCWW or have the water meter locked up and pay a reconnect fee, whichever the customer prefers.
- D. No water fixture or appliance in connection therewith will be considered cut off until it is disconnected so that it cannot be used again or is sealed in a manner satisfactory to NPCWW.
- E. NPCWW may in addition to persecuting by law, permanently refuse service to any customer who tampers with a meter (or other measuring devise) or any other property belonging to NPCWW.

XI Inadequacy of water supply.

- A. In the event the total water supply shall be insufficient to meet all of the needs of the customer or in the event there is a shortage of water, NPCWW may prorate the water available. among the various customers on such basis as is deemed equitable by NPCWW, and may also prescribe a schedule of hours covering use of water for commercial, agricultural or industrial purpose by particular customers and require adherence thereto, or prohibit the use of water for commercial, agricultural, or industrial purposes; provided, that if at anytime the total water

supply shall be insufficient to meet all of the needs of all of the customers for domestic, livestock, commercial agricultural or industrial purpose, NPCWW must first satisfy all of the reasonable needs of the customers for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all the members for domestic and livestock purposes before supplying any water for commercial or industrial purposes; and provided further, that where a customer has more than one service line, NPCWW may cut off the flow of water to the non-domestic service lines until such times as the supply of water from the system is sufficient to meet the needs of all the members for domestic, livestock, and garden purposes. During such periods of shutoff of additional service lines there shall be no minimum fee charged to the customer having such additional service lines and the cost, if any, of resuming the flow of water to such additional service lines shall be borne by NPCWW.

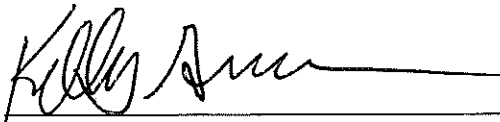
XII Complaints - Adjustments

- A. If a customer believes his or her bill to be in error, he or she shall present his claim, in person or in writing to NPCWW before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be affective in preventing disconnection of service, as heretofore provided. In order to avoid same, the customer may pay such bill under protest and said payment shall not prejudice his claim.
- B. NPCWW will make special meter readings at the request of a customer for a fee to be determined by NPCWW provided, however, that if such special reading discloses that the meter was over-read, no charge will be imposed.
- C. Meters will be tested at the request of a customer, upon payment of such fee as NPCWW determines to be appropriate. If a meter is found to be faulty, no charge will be imposed.
- D. If the seal of a meter is broken or if a meter fails to register correctly, the bill therefore will be estimated, based on the records of previous readings and other proper data.
- E. If a customer request assistance from NPCWW in connection with any malfunction that was not caused by NPCWW, (its agents or employees), a service charge will be assessed therefore based on rates to be determined by NPCWW.
- F. All customers of NPCWW may request an adjustment on their water and or sewer bill due to high water consumption. Only one adjustment can be made per address. The only exception to this rule is that each new renter or new property owner may request a one time adjustment. A customer of NPCWW may make monthly installments on their water and or sewer bill, only if the amount for that month is over \$500.00. Installments shall not exceed a 6 month period. All current and future billing shall be paid in full by the designated times, along with the monthly installments.

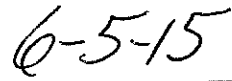
XIII Abridgment of Modification of Rules.

- A. No promise, agreement or representation of any employee of NPCWW shall be binding upon NPCWW, unless in writing and approved.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of NPCWW, without approval of the Perry County Commissioners.

These Rules and Regulations are for customers use.



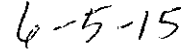
Kelly Green, Operations/Supervisor



Date



Brenda Cable, Office Manager



Date