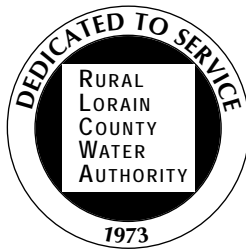


**RULES AND REGULATIONS ADOPTED  
BY BOARD OF TRUSTEES**

**RURAL LORAIN COUNTY WATER  
AUTHORITY** hereinafter called **RLCWA**  
Property Owners or their agents hereinafter called  
**CUSTOMERS**



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## **I SERVICE APPLICATION:**

- (a) Any person owning property, and having a waterline in front of or across his property and who is in need of having water supplied to their place of occupancy or property may become a CUSTOMER by making written application for water service at the office of RLCWA and paying the then current tap in fee. Said tap including services received thereunder is not assignable to any other property.
- (b) Only a valid property owner, showing proof of ownership, may enter into an agreement to purchase a water tap from RLCWA. When an owner purchases a tap for a rental property he assumes full liability for any and all charges that a tenant may incur.
- (c) Customer agrees to purchase one tap for each family or commercial unit to be served. If a duplex property is to be served, the owner may purchase a one inch tap to serve both units, but is responsible for payment of all water bills. If one tap is desired to serve three or more units, the tap must be sized by RLCWA. The owner will be responsible for all water bills.
- (d) No person shall be permitted to subscribe if the capacity of the water is exhausted by the needs of its existing CUSTOMERS.
- (e) RLCWA may reject any application when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.
- (f) RLCWA may discontinue service for any violation of the provisions of these rules, by-laws, or any other regulation of RLCWA. To restore service, the customer shall first pay to RLCWA the then current restoration charge.
- (g) RLCWA reserves the right to request a reasonable sum be placed on deposit with RLCWA for the purpose of establishing or maintaining any CUSTOMER CREDIT.

## **II INITIAL OR MINIMUM CHARGES:**

- (a) The CUSTOMER shall connect his service line to the RLCWA distribution system and may commence to use water from the system on the date that the water is available to the CUSTOMER by RLCWA. A CUSTOMER will not be billed until such time as he requests a meter be installed. At that time the regular billing policy will apply.

- (b) The then current tap fee shall be charged for each new meter installation within the limits set forth.
- (c) The CUSTOMER shall pay for such water at such rates, time and places as shall be determined by RLCWA. Rates are subject to adjustment at any time.

### **III RLCWA RESPONSIBILITY:**

- (a) RLCWA 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 of each CUSTOMER at which point, designated as delivery points, water taps to be purchased, installed, owned and maintained by RLCWA, shall be placed.
- (b) RLCWA is not required to furnish water until water lines are constructed, fully tested, and approved.
- (c) RLCWA has the final decision on location and construction of all waterlines, including taps.
- (d) RLCWA shall install a cutoff valve and will also include a water meter in each service. RLCWA shall have the exclusive right to use such cutoff valve and water meter and to turn it on and off.

### **IV RLCWA'S LIABILITY:**

- (a) RLCWA does not assume the responsibility of inspecting the CUSTOMER'S piping or apparatus and will not be responsible therefore.
- (b) RLCWA reserves the right to refuse service unless the CUSTOMER'S lines or piping are installed in such a manner as to prevent cross connection or back-flow.
- (c) RLCWA shall not be liable for damages of any kind whatsoever resulting from water or the use of water on the CUSTOMER'S premises. RLCWA shall not be responsible for negligence of third persons, or forces beyond the control of RLCWA resulting in any interruption of service, or damage done to piping, fixtures or appliances.
- (d) RLCWA will attempt to notify CUSTOMER of any anticipated interruption of service.

## **V CUSTOMER RESPONSIBILITY:**

- (a) RLCWA will determine in advance that the water system is of sufficient capacity to permit delivery of water at the point of connection and shall determine the allocation of water to CUSTOMERS in the event of a water shortage.
- (b) The CUSTOMER shall install & maintain at his own expense a service line which shall begin at the discharge side of the meter valve or curb stop valve. The CUSTOMER agrees to comply at his own expense with the backflow & cross connection program as adopted by RLCWA.
- (c) If RLCWA is called upon to provide additional taps, each place of metering will be considered a separate and individual account.
- (d) The CUSTOMER'S piping and apparatus shall be installed and maintained by the CUSTOMER at the CUSTOMER'S expense in a safe and efficient manner and in accordance with RLCWA rules and regulations.
- (e) The CUSTOMER shall guarantee proper protection for RLCWA'S property placed on the CUSTOMER'S premises and shall permit access to it only by RLCWA personnel.
- (f) In the event that any loss or damage to the property of RLCWA or any accident or injury to persons or property is caused by results from negligence or wrongful act of the CUSTOMER, his agent or employees, the cost of the necessary repairs or replacements shall be paid by CUSTOMER to RLCWA and any liability otherwise resulting shall be assumed by the CUSTOMER.
- (g) The amount of such loss, or damage or cost of repairs shall be added to the CUSTOMER'S bill and if not paid, services may be discontinued by RLCWA.
- (h) Water furnished by RLCWA may be used for domestic consumption by the CUSTOMER, members of their household and/or employees only. The CUSTOMER shall not sell or give the water to any other person without the approval of RLCWA.
- (i) CUSTOMER'S having boilers and/or pressure vessels receiving a supply from RLCWA must have an approved backflow prevention device on the water supply line and a vacuum breaker on the steamline to prevent collapse in case the water supply from RLCWA is discontinued or interrupted for any reason, with or without notice.

## **VI EXTENSIONS TO MAINS AND SERVICES:**

- (a) RLCWA will supply service for temporary purposes, provided that there is water available in excess of regular needs, and provided that RLCWA has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to RLCWA the estimated cost of labor and materials, less salvage value on removal for installing and cost of removing such service.
- (b) RLCWA will construct extensions to its water lines to points within its area; but RLCWA shall not be required to make such installations unless the CUSTOMER pays to RLCWA the entire cost of the installation.
- (c) All line extensions shall be evidenced by a contract signed by RLCWA and the person advancing funds for said extension.
- (d) Anyone desiring an extension may pay the entire cost of same, construct the extension according to RLCWA specifications, and after construction turn the ownership over to RLCWA in exchange for RLCWA maintaining the line and supplying water at the then current rate. In the alternative, anyone desiring an extension may apply to RLCWA and enter into any contract mutually agreeable to such person or persons and to the Board of Trustees of RLCWA.
- (e) No water supplies for public use shall be constructed or operated within the limits of RLCWA pursuant to Court of Common Pleas Lorain County Ohio case number 77254-73, except as approved by the Board.
- (f) The term "public use" shall signify the use or distribution of industrial or potable water when applied to the needs of (2) two or more separate customers.
- (g) Restrictions provided herein shall not apply to the development and use of water for industrial purposes by any corporation or may be specifically exempted by Board action, provided water supplies developed by them be devoted to their own particular use.

## **VII ACCESS TO PREMISES:**

- (a) Duly authorized agents of RLCWA shall have access, at all reasonable hours, to the premises of the CUSTOMER for the purpose of installing or removing RLCWA property, inspecting piping, reading or testing meters or for any other purpose in connection with RLCWA service and facilities.

- (b) Each CUSTOMER shall grant or convey, or shall cause to be granted or conveyed to RLCWA a permanent easement and right-of-way across any property owned or controlled by the CUSTOMER whenever said easement and right of way is necessary for RLCWA'S water facilities and lines.

#### **VIII CHANGE OF OCCUPANCY:**

- (a) On change of occupancy, old owner requests final billing, and is responsible for payment of final bill.
- (b) If new owner has signed a contract with RLCWA prior to final reading date, meter will be left on. There will be no interruption of water service.
- (c) However, if new owner has not signed a User's Agreement, water service will be discontinued until a User's Agreement is signed and proof of ownership verified.
- (d) There will be no minimum bills made for the time elapsed between transfer of old and new owners until such time service is restored.
- (e) If new owner signs contract and has service restored within 60 days, there will be no restoration charge.
- (f) After 60 days, the then current restoration charge must be paid to resume service.

#### **IX METER READING-BILLING-COLLECTION:**

- (a) Meters will be read bi-monthly and bills rendered monthly, but RLCWA reserves the right to vary the dates or length of period covered, temporarily or permanently.
- (b) Charge for service commences when CUSTOMER requests a meter to be installed and connection made, whether used or not.
- (c) Readings from different meters will not be combined for billing.
- (d) The CUSTOMER shall pay for such water at such rates, time and places as shall be determined by RLCWA. Rates are subject to change at any time.
- (e) All meters will be billed monthly. All bills are due twenty days from the billing date. A 10% late charge will be added to any bill not paid by the due date. A notice will be mailed notifying the CUSTOMER of the date for discontinuance of service if the bill remains unpaid. Failure to receive regular monthly bills does not exempt the CUSTOMER from the above action. The then current restoration

charge must be paid before 3:30 P.M. before service can be restored. A CUSTOMER requesting restoration after 3:30 P.M. will be required to pay the then current premium restoration fee.

- (f) Postdated checks will not be accepted for payment of any water bills or to avoid a late charge or disconnection of service. RLCWA does not assume any liability for postdated checks received and deposited resulting in an overdraft of the customer's checking account.
- (g) There will be a returned check charge placed on the CUSTOMER'S account when a check or ACH payment is returned a second time and cannot be redeposited or redrafted.
- (h) A tenant deposit shall be required from any consumer who does not hold legal title to the property, i.e. land contracts and rentals, unless owner pays water bills. Upon discontinuance of service and payment of all water bills due at RLCWA, any balance of such deposit shall be returned to the CUSTOMER.
- (i) Any CUSTOMER desiring to discontinue the water service to his premises for any reason must give notice of discontinuance in writing at the RLCWA office. Otherwise, the CUSTOMER shall remain liable for all water used and services rendered until said notice is received by RLCWA.
- (j) All unpaid water charges will be certified over to the County Auditor by the second Monday of September to be placed as a lien on the property owners tax duplicate.
- (k) In the event the Owner/Tenant fails to timely pay the water bill, Owner/Tenant will be responsible for any and all costs associated with RLCWA's collection efforts, including without limitation court costs, collection costs, and/or legal fees.

#### **X SUSPENSION OF SERVICE:**

- (a) Service discontinued for non-payment of bills will be restored only after bills are paid in full, or suitable payment plan is approved by the office, and service charge paid for each meter restored.
- (b) The amount due for restoring service must be paid either in cash or money order.
- (c) RLCWA reserves the right to discontinue its service without notice for the following additional reasons:



1. Delinquent account.
  2. To prevent fraud or abuse.
  3. Consumer's willful disregard of the RLCWA's rules.
  4. Emergency repairs.
  5. Insufficiency of supply due to circumstances beyond the RLCWA's control.
  6. Legal process.
  7. Director of public authorities.
  8. Strike, riot, fire, flood, accident or any unavoidable cause.
- (d) RLCWA may in addition to prosecution by law, permanently refuse service to any CUSTOMER who tampers with a meter or other measuring device.

#### **XI FIRE HYDRANTS:**

- (a) All maintenance shall be performed or approved by RLCWA. Cost of said maintenance shall be billed to the township or village in which the hydrants are located, unless otherwise approved in writing by the Board of Trustees.
- (b) No person shall, except in time of fire, open or connect to any fire hydrant of RLCWA, nor draw water therefrom except by written permission of RLCWA.
- (c) No person shall obstruct or in anyway prevent or interfere with continuous free access to any fire hydrant except by written permission of RLCWA.
- (d) All hydrant installations shall be approved by Board of Trustees.

#### **XII COMPLAINTS — ADJUSTMENTS:**

- (a) If a CUSTOMER believes a bill to be in error, he shall present his claim, in person or in writing to the office of RLCWA 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 CUSTOMER may pay such bill under protest and said payment shall not prejudice his claim.
- (b) Upon written request of any CUSTOMER, the meter serving said CUSTOMER shall be tested by RLCWA. Such test will be made without charge to the CUSTOMER if the meter proves to be greater than 3% fast. Otherwise, a charge will be made if the test indicates meter accuracy within the 3% limit or less. The CUSTOMER will be required to witness the test. This charge is for meters  $\frac{3}{4}$ " thru 1." Larger meters will be tested on a cost plus basis and charged if the meter proves not to be fast by more than 3 %.

- (c) RLCWA will make special meter readings at the request of the CUSTOMER for a fee, provided, however, that if such a special reading discloses that the meter was over-read, no charge will be made.
- (d) If a seal of a meter is broken by any other than an RLCWA representative, or if the meter fails to register correctly or is stopped for any cause, the CUSTOMER 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 RLCWA shall be binding upon RLCWA except as it shall have been agreed upon in writing, signed and accepted by the Board of Trustees.
- (b) No modification of rates or any of the Rules and Regulations shall be made by any agent of RLCWA.
- (c) These Rules and Regulations may be modified or amended at any time by RLCWA and there-upon be binding upon the CUSTOMERS.