



JEFFERSON REGIONAL WATER AUTHORITY

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Rules and Regulations

Revision of 1998

Rules and Regulations of the Jefferson Regional Water Authority

I. Service Application

(a) Any owner of record (owner of record being those listed on the duly recorded deed in the Montgomery County Recorder's Office) who has a water line adjacent to or across from such property and who is in need of having water supplied to such place of occupancy or property may become a customer by signing a water user agreement of Jefferson Regional Water Authority (hereinafter referred to as JRWA) and paying the current tap-in and membership fee. Said tap-in fee, including services received thereunder, is not assignable to any other property.

(b) Any non-residential user shall designate an agent who shall sign the water user agreement.

(c) No person shall be permitted to subscribe if the capacity of the water system is exhausted by the needs of its existing customers.

(d) JRWA may reject any person(s) when he/she/they/ are delinquent in payment of bill(s) incurred for service previously supplied at that or any other location.

II. Initial or Minimum Charges

(a) The minimum monthly rate, as set up in the water rate schedule, will be payable whether or not any water is used by the customer during any month.

(b) The current tap-in fee shall be charged for each new meter installation regardless of the number of meters previously installed on a property.

III. JRWA Responsibility

(a) JRWA will install, maintain and operate a main distribution pipeline from the source of water supply, and service lines from the main distribution line to the property line of each customer at which point, designated as delivery point, meter(s) shall be placed, such meter(s) to be purchased, installed, owned, and maintained by JRWA. The cost of the service line from the main distribution line to the property line of each customer shall be paid by JRWA. JRWA also will purchase and install a cut-off valve in each service line, such valve to be owned and maintained by JRWA. JRWA shall have the sole and exclusive right to use such cut-off valve to turn water on and off.

(b) JRWA does not inspect the customer's lines, piping, or plumbing for anything other than cross connections and will not be responsible for such lines, piping, or plumbing.

(c) JRWA will refuse service unless the customer's lines, piping, or plumbing are installed in such a manner as to preclude cross connections or backflow.

(d) JRWA shall not be liable for damages 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 JRWA. JRWA shall not be responsible for any damage done by or resulting from any defects in lines, piping, fixtures, or appliances on the customer's premises. JRWA shall not be responsible for negligence of third persons or forces beyond control of JRWA resulting in any interruption of service.

(e) Under normal conditions, the customer will be notified of any anticipated interruptions of service.

IV. Customer Responsibility

(a) Each customer shall be required to dig or have dug a ditch and to purchase, install, and maintain such portion of the service line from the meter pit to the dwelling or other place of use on the premises at the customer's own expense. The customer shall also install a cut-off valve and check valve at the end of the customer's side of the service line.

(b) Piping on the premises of the customer must be so installed that the connections are conveniently located with respect to JRWA lines and mains.

(c) If JRWA is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

(d) The customer shall provide a place of metering which is unobstructed and accessible at all times.

(e) No new service line or change 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 JRWA meter at the nearest available point to the place of desired use by the customer, if the water system shall be of sufficient capacity to permit the delivery of water through a service line installed at such place without interfering with delivery of water through a prior service line, then such service line shall be installed at such place as is designated by JRWA. No service line may be connected to a meter which is not on the same parcel of land. The parcel being determined by the legal description on the deed.

(f) The customer's lines, piping, and plumbing shall be installed and maintained by the customer at the customer's expense in a safe and efficient manner and in accordance with JRWA rules and regulations.

(g) The customer shall guarantee proper protection for JRWA's property placed on the customer's premises and shall permit access to it only by JRWA personnel or agents.

(h) No person or persons shall deposit, or cause to be

deposited any matter or material into any reservoir, tank, or water pipe, or use the water service of JRWA in such manner as to permit the entry of polluting matter in the water supply of JRWA.

(i) In the event that any loss or damage to the property of JRWA or any accident or injury to persons or property is caused by or results from negligence or wrongful act or acts of the customer, the customer's agents or employees, the cost of the necessary repairs or replacement shall be paid by the customer to JRWA, and any liability otherwise resulting shall be assumed by the customer.

(j) 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 JRWA, and JRWA may proceed to obtain a remedy under law.

(k) Water furnished by JRWA may be used only for domestic, agricultural, business, industrial and commercial consumption by the customer, members of the household, employees, and agents. The customer shall not sell or give water to any other person without written approval by JRWA.

(l) JRWA shall deliver to a customer only such water as may be necessary to supply the needs on said property of each customer including family, business, agricultural, industrial, or commercial requirements or other purposes as a customer may require, subject, however, to the provisions of the By-Laws, these rules, or other regulations of JRWA.

(m) Customers having boilers and/or pressure vessels receiving a supply from JRWA must have an approved backflow prevention device on the water supply line and a vacuum breaker on the steam line to prevent collapse in case the water supply from JRWA is discontinued or interrupted, with or without notice, for any reason.

(n) A non-residential user shall also be required to install a backflow prevention device.

V. Extensions to Mains and Services

(a) JRWA will supply service for temporary purposes, provided that there is water available in excess of regular needs, and provided that JRWA has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to JRWA the estimated cost of labor and materials for installing and removing such service, less estimated salvage value on removal.

(b) JRWA will construct extensions to its water lines to points within its district; but JRWA shall not be required to make such installations unless the customer pays 40% and JRWA 60% of the total cost of such an extension, subject to approval of FmHA and the availability of JRWA funds. This amount does not include tap-in and membership fee.

(c) JRWA will construct extensions to its water lines to points within its district, as may be requested by developers and/

or plat developments, but JRWA shall not be required to make such installations unless the customer pays to JRWA the entire cost of installation.

(d) All such line extensions shall be made under contract signed by JRWA and the person(s) advancing funds for said extensions, but each contract shall be null and void unless approved by the Farmers Home Administration and other governing bodies.

(e) Anyone desiring such an extension may with prior written approval of the Board of Trustees and Farmers Home Administration pay the entire cost of same, construct the extension according to JRWA specifications and after construction transfer ownership to JRWA in exchange for JRWA installing a meter, maintaining the line, and supplying water at the current rate if said extension passes JRWA inspection. In the alternative, anyone desiring such an extension may apply to JRWA and enter into any contract mutually agreeable to such person or persons and the Board of Trustees of JRWA and Farmers Home Administration.

(f) The term "public use" shall signify the use or distribution of potable water when applied to the needs of two (2) or more separate customers, or to two (2) or more properties not of common ownership.

(g) No water supplies for public use shall be constructed or operated within the district of JRWA, except as approved by the Board of Trustees.

(h) Restrictions provided herein shall not apply to the development and use of water for industrial purposes by any corporation or business which is specifically exempted by the Board of Trustees.

VI. Access to Premises

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

(b) Each customer shall grant, convey, or shall cause to be granted or conveyed to JRWA a permanent easement and right-of-way across any property owned or controlled by the customer wherever said easement and right-of-way is necessary for JRWA's water facilities and lines, so as to be able to furnish services to the customer.

VII. Change of Occupancy

(a) After notification of a change of occupancy, the meter will be read and a final bill sent with the next regular billing cycle. An attempt at collection will be made with a previous owner; however, all unpaid bills will be held as a lien against the

property and are subject to collection by all means allowable by law.

VIII. Meter Reading-Billing-Collection

(a) Meters will be read and bills rendered monthly, but JRWA reserves the right to vary the dates or length of period covered, temporarily or permanently, if deemed necessary or desirable.

(b) Bills for water will be figured in accordance with the JRWA published rate schedule and will be based on the amount consumed for a period covered by the meter reading. Except where a change of occupancy has occurred, the minimum bill to such customer for such period shall be equal to the minimum charge for one full month's service.

(c) Charge for service commences when the meter is installed, with reasonable time to be allowed for customer to connect to the system, whether water is used or not.

(d) Reading from different meters will not be combined for billing, whether said meters are for the same or different premises, or the same or different customers, or for the same or different services.

(e) Bills for water service are due and payable at the business office or any designated agent on the due date, as noted on the customer's water bill, of each and every month unless the due date falls on a Saturday, Sunday, or legal holiday, in which case they are due on the next working day.

(f) Any amount not paid by the due date will be subject to a penalty of ten percent (10%), which percent may be changed at the discretion of the Board of Trustees.

(g) Any amount not paid within sixty (60) days from the due date will result in the water being shut off from the member's property without notice thereof to such delinquent member, unless a Repayment Agreement has been signed. Upon the payment by the delinquent member of past due water charges, penalties, thereon, and any reconnection charge, such member shall be entitled to resumption of the water supply.

(h) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from responsibility for payment.

(i) All delinquent bills shall be held as a lien against the property served.

(j) A fee will be charged for any returned check. The fee to be determined by JRWA and subject to change without notice.

(k) A fee will be charged for special meter reading for the purpose of checking the meter reading on the bill, if the reading is found not to be in error. The fee is to be determined by JRWA and is subject to change without notice.

(l) A fee will be charged for meter testing if the meter is

found to be accurate. The fee to be determined by JRWA and subject to change without notice.

(m) Bills will be sent only to the owner of record for the property serviced. Owner of record being determined by the legal title holder as recorded in the office of the Montgomery County Recorder.

(n) Any customer who requests sampling of either JRWA or private well water will be informed of a certified laboratory where they may take a sample for analysis. If they wish JRWA personnel to take a sample, a fee will be charged. This fee is subject to change without notice.

IX. Suspension of Service

(a) JRWA may discontinue service and remove the meter for violation of any provisions of these rules, By-Laws or any other regulation of JRWA. Where the meter is thereafter reinstalled, the customer shall first pay to JRWA any penalties, fines, or reinstallation charges. Reconnection shall only be done during normal business hours.

(b) Service disconnected for non-payment of bills will be restored only after bills are paid in full, and a service charge is paid for each meter reconnected.

(c) The JRWA reserves the right to discontinue its service without notice for the following additional reasons:

1. Emergency repairs.
2. Insufficient water supply due to circumstances beyond JRWA's control.
3. Consumer's willful disregard of JRWA's rules.
4. Directive of public authorities.
5. Strike, riot, fire, flood, accident, or any unavoidable cause.
6. Legal process.
7. To prevent fraud or abuse.

(d) JRWA may permanently refuse service to any customer who tampers with a meter or other measuring device and, in addition, levy a fine, or prosecute under the law.

X. Hydrants

(a) The JRWA is not rated as a fire protection system; however, any fire hydrant in the district is the property of the JRWA and subject to all By-Laws, Rules and Regulations, and policies of the JRWA.

(b) All maintenance shall be performed or approved by JRWA. Cost of said maintenance shall be borne by JRWA, unless other arrangements are made, in writing, by the Board of Trustees, or unless maintenance is required as a result of tampering or damage, in which case every effort will be made to secure compensation by the responsible party by all means allowable by law.

(c) No person shall, except in time of fire, open or connect to any hydrant of JRWA, nor draw water therefrom, except as approved by JRWA.

(d) No person shall obstruct or in any way prevent or interfere with continuous free access to any hydrant except by written permission of JRWA.

XI. Complaint Adjustments

(a) If a customer believes any bill to be in error, the customer shall present a claim, in person, in writing, or by telephone to the office of JRWA before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service or late charge, as heretofore provided. The customer may pay such bill under protest and said payment shall not prejudice the claim.

(b) If a seal of a meter is broken by other than JRWA representatives, 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 the customer's previous bills and/or from other data.

XII. Interference with the Operation of the Water District

(a) No person, agency, corporation, association, public utility, or political subdivision as defined in the Ohio Revised Code, Section 6119.011(b), including, but not limited to municipal corporations, townships, and counties; (1) shall place any harmful or improper construction or obstruction in such a place or position that it interferes with the operation of the JRWA or impedes the flow of water through any part of the water distribution system of the JRWA; or (2) shall make any opening or connection in any distribution pipeline or service pipeline or any line connected to the water distribution system of the JRWA except in accordance with the Rules and Regulations of the JRWA or with the express advance written consent of the Board of Trustees of the JRWA or; (3) shall in any way pollute, contaminate, or unnecessarily waste the water supply.

(b) Any person or political subdivision which willfully fails to comply with the rules and regulations of the JRWA shall be liable for damage caused by such failure and for the cost of restoring or replacing any construction damaged or destroyed.

XIII. Modification of Rules

(a) No promise, agreement or representation of any employee or agent of JRWA shall be binding upon JRWA except as it shall have been agreed upon in writing, signed and accepted by the Board of Trustees.

(b) No modifications of rates or any of the Rules and Regulations shall be made by any employee or agent of JRWA.

(c) These Rules and Regulations may be modified or amended at any time by the Board of Trustees of the JRWA and shall thereupon be binding upon all customers and others to whom they apply.

XIV. Penalty

(a) Any person violating any provision of these Rules and Regulations shall be liable to a fine not exceeding Five Hundred Dollars (\$500.00) and/or prosecution as provided by law.