

**TATE MONROE WATER ASSN., INC.**  
**REGULATIONS FOR CUSTOMERS**  
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**TATE MONROE WATER ASSN., INC.  
REGULATIONS FOR CUSTOMERS**

**I. Definitions:**

Association means Tate Monroe Water Assn., Inc. Member is synonymous with customer or consumer and is an individual, company, corporation, etc. that has met all Association requirements for membership.

**II. Membership:**

Application: Membership application is a process containing:

- A. Completion of a Water Availability questionnaire.
- B. If water is deemed available by the Association Distribution Operation Manager, the following must be completed:
  - 1. Agreement to complete all requirements to make water available.
  - 2. Water User Agreement.
  - 3. An easement with survey description of the property where the service is to be located. Even if a main exists, an easement is required and is understood to give the Association a right to upgrade when desired. If the property has a "registered" deed, the applicant must declare this and provide the actual deed to the property. (Copies of a registered deed will not be accepted by the Clermont County Recorder's Office). In the event a property owner refuses to give the Association an easement for installation of a water line and causes the Association to use the public right of way, private easement on opposite side of the road or public right of way on the opposite side of the road and later said property owner decides to take water, he will be required to pay the actual cost incurred by the Association of installing the line in an alternate location plus the normal tap fee or two times the normal tap fee whichever is greater.
  - 4. Appropriate Tenant and/or Land Contract forms.
  - 5. Payment of the current tap fee and any other papers, agreements, etc. associated with payment of the tap fee. The tap fee is considered a "capacity charge" and is used to set the meter and upgrade the system. See "C".
  - 6. The Association will not refund tap fees to entities when the fee was collected as a part of those tap fees promised and paid by potential customers to induce the Association to construct a new water line where none had existed. Since such fees are a part of construction estimation, policy qualification and cost analysis in determining if such installation is physically and economically feasible, to allow such a refund after the line is completed is a breach of good faith on the part of the entity and undermines the financial judgment of the Association.
  - 7. Any other forms, agreements, etc. required by the Association.
- C. If the property has a reimbursement recorded against it, that amount must be paid with the connection fee before service can be established.

**III. Association Information:**

The following items will be provided by the Association to the potential member:

- 1. Rules and Regulations Booklet.
- 2. Requirements for Installation.
- 3. A list of current Association water user rates and other charges.
- 4. A flag to mark the meter location within ten (10) to fifteen (15) feet of the driveway and adjacent to the water main or as close as is possible to the water main. This location will be inspected by an Association employee and is subject to relocation.

**IV. Membership Final Approval:**

Final membership approval may be granted by the Association's Board of Trustees after all requirements are fulfilled.

**V. Membership and Delinquency:**

Membership is automatically forfeited by delinquency and can not be re-established until the bill is current.

**VI. Violation of Rules and Regulations:**

Violation of the Associations Rules and Regulations or delinquency may result in removal of the meter and disconnection of service. To re-establish service, the current reconnect fee and all unpaid water charges must be paid. The regular mailing of delinquency notices shall be deemed as due process notification that water service may be discontinued. If an account is delinquent and has been delinquent for 6 months or more the service may be removed after notification of the member wherein a date for their response is specified. Once removed the service may only be established after the current tap fee is paid, the service approved by the Board of Trustees, and delinquent amounts paid.

**VII. Payment Responsibility:**

The individual in whose name the membership and Water User's Agreement is prepared shall be responsible for payment of all bills incurred in connection with the services rendered. In the event a grantee, tenant, lessee or contract purchaser receives an outstanding bill for a specific location, before any reinstallation of service can be made at this location, or any membership granted the land owner at any other location, all back bills must be paid. Service may be denied to a current or potential member at any properties owned by said person(s) for any outstanding water bill at any single property.

Deposits:

A cash deposit may be required of any person, firm, or corporation applying for service to a mobile home park in an amount not to exceed the estimated monthly average of the annual consumption of said mobile home park. When the Association receives notice that a customer has filed bankruptcy, such customer's meter shall be read as soon as possible after receipt of the notice. Water service shall be continued from the date the meter is read; however, said customer shall be given a written notice that service will be discontinued thirty (30) days after the date of said notice unless the customer pays the Association a refundable deposit in an amount adopted by the Association. All deposits shall be in cash, money order, certified check, or cashier's check and shall be consideration for the Association continuing water service and shall be a personal obligation of the customer, not the property being served. Said deposit shall be returned to the customer when service is discontinued, less any bills outstanding and incurred by the customer after the meter was read following notice of bankruptcy.

**VIII. Initial or Minimum Charges:**

Initial or minimum charges are used by the Association to cover the original construction cost of the supply lines, plant facilities, storage and other appurtenances, as well as upgrading of the system. The following guidelines will be used relative to these charges.

1. The minimum monthly rate and/or maintenance fee, as set in the rate schedule, is payable regardless of whether water is used or there is a meter in the vault by the member during the month.
2. The current tap fee (capacity charge) is made for each new meter installation. A meter setting may be moved from one location to another at the member's request so long as the new

location is consistent with Association rules. The cost for the relocation shall be the responsibility of the member and is ½ of the established tap fee.

3. Water furnished for a given lot or farmstead shall be used on that lot or farmstead only. Each member'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, with the exception if there is a residence and one commercial user in the same building.
4. Any tax, duty, charge, etc. imposed on the Association by the County, State, Federal government, or any political subdivision thereof shall be added to the member's monthly bill.
5. If an owner of residential housing desires to install an interior sprinkler system for fire protection and a meter size greater than 5/8 inches but less than or equal to 2 inches is required, the residential minimum use charge shall be based on the one inch meter rates.

#### **IX. Meter Location:**

See "Tate Monroe Safety and Health Standards for Connection to Public Water."

- A. The Association will install, maintain and operate a main distribution line or lines from the source of water supply, and service lines from the main distribution line or lines to the property line and/or on the granted easement of each member of the Association at which points, designated as delivery points, meters are purchased, installed, owned and maintained by the Association. The cost of the service line or lines from the main distribution line or lines of the Association to the meter placement of each member shall be paid by the Association, except when the total length exceeds seventy (70) feet, in which case the customer will have to pay the established fee per additional foot of length. The Association will also purchase and install a cut-off valve in each service line from its main distribution line, such cut-off valve to be owned and maintained by the Association and to be installed on some portion of the service line owned by the Association. The Association shall have the sole and exclusive right to use said cut-off valve and to turn it on and off.
- B. Each member shall be entitled to not exceed one (1) service line from the Association's water system unless otherwise approved by the Board of Trustees and provided that the member shall be required to pay the prevailing tap fee for each service line. No new service line or change in 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 Association's water system at the nearest available point to the location of desired use by the member, consistent with Item IX in this document only
- C. It is the responsibility of the land owner to ensure that the meter setting is located on their property and if after installation said meter setting is proven to not be on their property the members shall absorb the cost of relocation.
- D. If the Association's water system shall be of sufficient capacity to permit delivery of water through a service line at that place without interfering with the delivery of water through an existing service line. If the Association's water system is inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a service line then such service line shall not be installed.
- E. Each member will be required to dig or have dug a trench, to purchase and install, and to maintain such portion of the service line or lines from the end of the pigtail to the members dwelling, or other place of use on his premises at his own expense. The connection at the pigtail junction is the responsibility of the member.

**X. Association's Liability:**

- A. The Association does not assume the responsibility of inspecting the member's piping or apparatus and will not be responsible for failures of such piping or apparatus.
- B. The Association reserves the right to inspect and to refuse service unless the member's lines or piping are installed in such manner as to prevent cross-connections or back-flow and unless installation is in accordance with all County and State Health Department Regulations, as well as "Tate Monroe's Safety and Health Standards for Connection to Public Water" (Item IX).
- C. The Association shall not be liable for damage of any kind whatsoever resulting from water or use of water on the member's premises, unless such damage results directly from negligence on the part of the Association. 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 interruptions of service.

**XI. Member's Responsibilities:**

- A. Piping on the premises of the member must be so installed that the connections are conveniently located with respect to Association lines and mains.
- B. If the Association is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. The Member shall provide a place of metering, which is unobstructed and accessible at all times.
- D. The Member shall furnish and maintain a private cut-off valve on the Member's side of the meter. The Association is to provide a like valve on the Association's side of such meter. In addition, the member must install and maintain a dual check valve, a pressure reducing valve and an expansion tank on the water heater installed on the cold water inlet. The backflow prevention device required at a business or commercial establishment shall be a testable. The placement of these controls is specified in the Association's Rules for Connection to Public Water.
- E. 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's rules and regulations and in full compliance with sanitary regulations of the State and County Board of Health and the Association rules regarding cross-connections. (See Item IX).
- F. 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.
- G. In the event that any loss or damage to the property of the Association or any accident or injury to persons on property is caused by or results from the negligence or wrongful act of the member, his agent or employees, the cost of the necessary repairs or replacement 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 added to the member's bill and if not paid, service may be discontinued by the Association.
- H. Water furnished by the Association for residential use shall be used for domestic consumption by the member. The member shall not sell water to any person or permit use by another residence, business or commercial establishment. Consult the Association's Distribution Operations Manager for sufficient water quantity for irrigation, fire protection and purposes other than domestic use.
- I. Sufficient quantity shall be determined by the Association upon review of the completed "Water Availability" questionnaire as submitted by the party seeking such determination. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

**XII. Extensions to Mains and Services:**

- A. Ask For: (1) Water Main Extension/Subdivisions Policy  
(2) Water Main Extension Specifications  
(3) Reimbursement Policy
- B. The Association will supply service for temporary purposes based upon requirements of the Distribution Division and proper installation of backflow prevention and flow control devices.
- C. A Project Engineer, Ohio EPA, and the Association's Distribution Manager must approve all proposed main extensions.
- D. The Association will permit construction of extensions to its water lines but the Association shall not be required to make such installations unless the member pays the entire cost of installation.
- E. All line extensions shall be made in accordance with current extension policies and Specifications for Subdivision Rules and Regulations and shall be evidenced by contract signed by the Association and the person advancing funds for said extension. Any contract not approved by the Ohio EPA or, Rural Development, if applicable, shall be considered null and void. Any addition to or upgrade of the Association's distribution system shall be deemed a "substantial change" and shall require OEPA approval. Such approval is the responsibility of the person advancing funds for the project.

**XIII. Access to Premises:**

- A. Duly authorized agents of the Association shall have access, at all times, 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 and convey, or shall cause to be granted and 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 maintain service to the member and upgrade service in the future.

**XIV. Change of Occupancy:**

- A. Not less than one week's notice must be given in person to the Association to discontinue service or to change occupancy.
- B. The outgoing party shall be responsible for all water usage until they call for a read out and termination of service, however, if the outgoing party does not pay, the water service will be terminated and will not be re-established until the charges are paid.
- C. It is the responsibility of the seller/buyer or landlord/renter to coordinate this transaction with the Association.

**XV. Meter Reading-Billing-Collection:**

- A. Meters will be read or estimated and bills rendered bi-monthly but the Association reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- B. Bills for water will be computed in accordance with the Association's published rate schedule and will be based on the amount consumed or estimated for the period covered. Charges for service commence when the meter is installed or after 60 days of the meter vault installation depending on which occurs first.
- C. Readings from more than one meter cannot be combined for billing. This includes meters serving the same or different premises.
- D. The NET amount on the bill is payable on or before the due date indicated on the bill. When payment for service is mailed to the Association, the postmark on the current non-delinquent

bill will be taken as the time that payment is received. Failure to receive bills or notices for water service will not relieve member from responsibility for prompt payment.

- E. Payments on bills not received by 4:00 P.M. on the due date will be charged a 10% penalty, except when the 10<sup>th</sup> falls on Saturday or Sunday, payments received in the drop box Monday morning, prior to 9:00 a.m. will not be charged the 10% delinquent fee.
- F. Any bill paid by check, which is later not honored and paid by the bank on which it is drawn will cause the account to become delinquent and must be paid within twenty-four hours with cash, certified check, or money order to insure continuous service. An established charge (or actual bank charge, whichever is greater) will be assessed for a bad check. The Association will not notify customers when bad checks are returned since the bank has already done so; therefore, service will immediately be terminated upon notification of a returned check.
- G. Checks that are refused by the bank on which they are written can be redeemed by the member for the amount of the check plus the current charge for a bad check as in Item XV-F. If not redeemed charges may be filed with the Clermont County prosecuting Attorney's office for recovery.

**XVI. Suspension of Service:**

- A. Postmarks will not be accepted on delinquent payments generated by delinquent billing notices.
- B. Upon discontinuance of service for non-payment of bills the deposit, if any, will be applied by the Association toward settlement of the account. Any balance will be refunded to the customer, but if the deposit is not sufficient to cover the bill, the Association may proceed to collect the balance in the usual way provided by law for the collection of debts, and may refuse service at this location in the future to any prospective member until the debt is paid.
- C. Service discontinued for non-payment of bills will be restored only after the current bill and reconnect fee are paid in full for each meter reconnected. The Association office closes at 4:00 P.M. each weekday. See Lock Policy on the back inside cover of this document. Delinquent accounts are subject to being locked after the 25<sup>th</sup> of each month.
- D. The Association reserves the right to discontinue it's 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, flood, accident or any unavoidable cause.
  - 8. Disregard or violation of backflow prevention device.
- E. 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.
- F. The Association regularly mails delinquency notice. The notice shall be deemed as adequate due process and notification for discontinuance of service to a member's property. It is the policy of the Association to discontinue service after an account is delinquent.
- G. If a meter is removed at the request of the customer, an adopted fee will be charged for both the removal and subsequent reinstallation. This fee must be paid in advance.
- H. An established service fee will be charged if the Association responds to a customer call claiming that the Association's service line to said customer is leaking and it is found that the leak is on the customer's side of the meter setting. This charge will apply to all times except for the regular workday.

**XVII. Complaints-Adjustments:**

- A. If the member believes his bill to be in error, he shall present his claim in person or in writing to the Association Office 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 protest and said payment shall not prejudice his claim.

- B. A meter will be tested at the request of the member upon payment to the Association of the current established fee, provided that meter tampering has not occurred, but if the meter fails to register correctly or is stopped for any cause, the member shall pay an amount estimated from the record of his previous bills and/or other proper data. If the meter test shows the meter to be defective, by registering high according to AWWA standards, the cost of the test will be reimbursed to the member.

**XVIII. 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.

**XIX. Fire Protection:**

See Resolution #020883 (2/8/83).

**RESOLUTION NO. 020883 – Passed 2/8/83**

A resolution of Tate Monroe Water Association, Inc. Board of Trustees concerning volume and pressure of its water supply. BE IT RESOLVED by the Board of Trustees of Tate Monroe Water Association, Inc. that WHEREAS, Tate Monroe Water Association does have customers who have fire sprinkler systems connected to the Tate Monroe Water Association lines; and, WHEREAS, Tate Monroe Water Association, Inc. was built as a supplier of rural water service for agricultural and domestic purposes; and, WHEREAS, Tate Monroe Water Association's entire system is not designed to guarantee any customer full volume or to guarantee the consumer specific pressure or for that matter even a continuous supply of water after the normal operation of domestic usage, NOW THEREFORE, BE IT RESOLVED by the Tate Monroe Water Association, Inc. Board of Trustees as follows:

SECTION I. Tate Monroe Water Association, Inc. does not guarantee consumer's full volume, fixed pressure or an effective continuous supply of water as such volume and pressure and supply of water is not designed or built into the Tate Monroe Water Association, Inc. rural water system.

SECTION II. It is further resolved that Tate Monroe Water Association, Inc. cannot and will not be responsible for the full volume and any specific pressure or an effective continuous supply of water for the normal operation of agricultural use, domestic use, commercial use, fire sprinkler systems and any other uses utilized by the members of the distribution system because a continuous supply of water at any given flow or pressure is subject to varying conditions which may affect the operation and maintenance of the mains, services, pumping stations, elevated storage tanks and other appurtenances of the water system.

SECTION III. This Resolution shall be immediate effect upon its passage and all new customers be given a copy of the Resolution and the next meeting notice shall include either a copy of this Resolution or sufficient information so that each customer will have knowledge of the adoption of this Resolution.