

**WEB Vision Statement**

To lead in the delivery of quality, reliable and sustainable water across the region we serve.

**WEB Mission Statement**

Quality of life depends on access to safe sustainable water.

***EQUAL OPPORTUNITY PROVIDER***

**RULES AND REGULATIONS OF THE WEB WATER DEVELOPMENT ASSOCIATION, INC.**

Pursuant to Article IV, Section 4.2, of the Bylaws of the WEB Water Development Association, Inc. ("WEB Water"), the Board of Directors ("Board") hereby adopts the following Rules and Regulations. All WEB Water Members are bound by the Rules and Regulations contained herein.

**I. DEFINITIONS**

**Board of Directors:** Those individuals elected by the members of WEB Water to serve in that capacity according to the Bylaws.

**Construction Cost:** The cost to construct the Distribution Line, Service Line, Meter Pit, and any appurtenances to deliver water to Member Line.

**Member:** Those individuals or entities that qualify as a Member according to the Bylaws.

**Inactive Accounts:** Those individuals or entities that are former Members.

**Main Line:** That portion of the WEB Water system in which the water line is ductile iron.

**Distribution Line:** That portion of the WEB Water system that connects the Main Line to Service Lines.

**Service Line:** That portion of the WEB Water system running from the distribution line to the meter or flow rate control device.

**Member Line:** It is not a part of the WEB Water system, but is the water lines and other components owned, operated and paid for by the Member usually beginning after the fitting connected to the meter pit outlet.

**Meter Pit:** Plastic, concrete or other assembly designed to house the meter and the pressure regulating and flow control assembly.

**Meter Transmission Unit (MTU):** The device that receives usage data from the meter and relays that information to the WEB Water office.

**Service Valve:** A valve installed on the Service Line enabling water to be turned off to the WEB Water meter without affecting service to other members on the distribution line.

**Dwellings:** Any structure or structures used primarily as living quarters for one or more individuals either on a part time or full time basis and either permanent or portable in nature.

**Residential Development Area:** A tract of property that has been properly platted into residential lots for resale.

**Rural Service Units:** 32,400 gallons of water usage per month.

**Municipal Service Units:** 19,440 gallons of water usage per month.

**Livestock Service Units:** 194,440 gallons per year for 5 gpm service or 291,600 gallons per year for the 7 gpm service.

**Tenant:** A person or entity who does not own the property upon which the meter pit is located, but is making use of the water.

**Livestock Use:** Water used for livestock watering.

**Easement Area:** Generally, it is 15' in all directions from the Meter Pit and any other WEB Water equipment or devices along with a corridor on the surface of the land 15' in each direction from the center of the water line path. Some easements specify a greater area. For those easements, the Easement Area will be the area specified in that easement.

**WEB Water System:** Any part or component used in the acquisition, treatment, storage and delivery of water up to the Member Line.

## II. APPLICATION TO RECEIVE NEW WATER SERVICE

An individual or entity must complete WEB Water's Application for Service and be approved by the Board of Directors before becoming a Member.

### A. Steps to Apply for New Water Service

1. The prospective member must apply for service by contacting the office of WEB Water, or as otherwise specified by the Board of Directors.
  - i. At any time WEB Water may suspend accepting applications for service. During such suspension period, WEB Water may accept requests for service. A request for service is not an application and is not a guarantee of future water service.
2. WEB Water will then provide the prospective member the membership application packet. The prospective member must return the required documents to the WEB Water office. The application for the new service will not be completed until WEB Water receives the signed documents and payment of all applicable Fees specified in Paragraph VI.

B. All applicants are subject to water availability as determined by WEB Water.

C. WEB Water may reject any application for service. The reason for rejection will be specified to the applicant.

D. The Property Owner must grant a perpetual easement to WEB Water in the form specified.

E. The prospective Member is responsible for the Construction Cost to provide service to the prospective Member's location. The prospective Member must pay 50% of the Construction Cost as estimated by WEB Water before WEB Water will schedule and begin work. The Construction Cost estimate is valid for 30 days. If the prospective Member does not pay the initial construction payment within 30 days of the estimate, the Application will expire and the prospective Member must submit a new Application along with another Application fee. Upon completion of construction, WEB Water will determine the actual costs of construction and bill the prospective Member for that amount less any amounts previously paid. Once construction begins the prospective Member is obligated to pay the full construction expense. Construction bills are delinquent if not paid or postmarked within 14 days of the invoice date. WEB Water follows its Delinquent Accounts Policy for all past due bills. The prospective Member may restart the Application process at any time by following the procedures and paying the fees specified herein.

F. WEB Water will have the sole and exclusive right to determine who will install any part of the new service up to the Member Line and provide specifications for how the line will be constructed.

- G. The pressure control devices installed by WEB Water will be set to deliver a maximum pressure of 55 lbs./sq. in. There are numerous factors that affect the actual water pressure a Member receives. WEB Water does not guarantee or warranty that any Member will receive a specific pressure.

### **III. CHANGE OF OWNERSHIP OF EXISTING SERVICE**

An individual or entity must complete WEB Water's Application for Service and be approved by the Board of Directors before the membership will be changed.

- A. Submit Application for Service to the WEB Water office no fewer than 30 days prior before the change of ownership is complete.
- B. Outgoing member is responsible to pay the bill for all the water usage through the change of ownership. If the original owner fails to notify WEB Water prior to the change of ownership date then for purposes of billing the change of ownership will be deemed to be the day that WEB Water is notified and the water meter is read. The new owner may be responsible for any outstanding bill not paid by the change of ownership date.

### **IV. LANDOWNER/TENANT**

A Member who has a Tenant residing on or using the property being served by WEB Water may request that the bill for such usage be sent directly to the Tenant. The Member and the Tenant must sign the Billing Transfer Form and pay all applicable fees. WEB Water will charge a meter deposit for anyone applying who is a Tenant. The Member is ultimately responsible for the water bill at the property if the Tenant does not pay. WEB Water will follow its Delinquent Accounts Policy to collect any unpaid bill. When the Member no longer has a Tenant, WEB Water will refund the deposit to the Tenant.

### **V. CLASSIFICATIONS & REQUIREMENTS**

Memberships are classified according to the type of service. Every Member must apply for a classification. WEB Water will ultimately determine the correct classification for each Member. All classifications must be approved by the WEB Water Board of Directors and remain in effect for 1 year. Every Member enters into a contract specified by the WEB Water's Application for Service. In the event there is any question as to the classification of a water member, the Board shall retain the right of determining the class.

The types of classifications are as follows:

- A. Bulk: Water is supplied at a specific contracted flow rate. Bulk Members are either:
  - 1. Class A: Member provides their own storage in the amount of at least 1.5 times the daily contracted rate.
  - 2. Class C: This type of bulk contract is limited to existing contracts and is no longer offered as an option for new contracts. Any Class C requiring additional water must convert to a Class A contract.
- B. Livestock: Water service for livestock use only. There are two Livestock Classifications:
  - 1. 5 gpm
  - 2. 7 gpm
- C. Municipal: Water provided to a Dwelling or other approved service location within the limits of a recognized municipality which does not have a municipal water system. This type of classification is limited to existing services and is no longer offered as an option for new services. Any Municipal Member requesting any change in service must convert to a Rural classification.
- D. Rural: Water provided to Dwelling or other approved service location not within the limits of a recognized municipality. There are two Rural classifications:

1. Normal – Provides the Member with up to 10 gpm. Members may apply for up to 4 service units under this classification.
  2. Limited Flow – Provides the Member with < 10 gpm. The Member must comply with other WEB Water requirements to receive this classification type.
- E. Members may contact the WEB Water office to change the current classification of service at any time. The Member must then follow the application process as set forth in Section II.
- F. Members may not request a classification change more than once every 12 months.

## **VI. FEES**

- A. Application – The non-refundable fee WEB Water charges to process an Application for Service. This fee will vary depending on the type of Application.
- B. Service Call – The fee WEB Water charges for WEB Water to visit the Member's service location. WEB Water charges a higher fee for evening, weekend and holiday service calls.
- C. Membership – The fee WEB Water charges to establish a new service location.
- D. Reconnect – The fee WEB Water charges to reconnect an existing service. This fee will vary depending whether applicant is new or current property owner.
- E. System Development/Maintenance - The fee WEB Water charges as a connection fee. This fee will vary by geographic area.
- F. Meter Testing – The fee WEB Water charges to check the accuracy of a water meter.
- G. Meter Reading – The fee WEB Water charges if the meter reading is not submitted by the next billing date, approximately the 3<sup>rd</sup> of the month.

## **VII. METER READING - BILLING – COLLECTING**

- A. Meter Reading: Each Member who is not a Bulk Member or does not have a MTU must read the meter on the 1st day of each month. If the Member has more than one meter, each meter must be read, recorded, and reported separately. The meter is contained in the meter pit and is not visible from ground level. WEB Water may install a remote reading device or MTU that is connected to the actual meter and displays the meter reading above ground. If there is a discrepancy, between the actual meter and the remote reading device or MTU, the reading on the meter will determine the water usage. The Member must report the reading to WEB Water in an authorized manner such as: return payment stub, phone, fax, email, or online bill payment system.

WEB Water will charge a fee if the Member does not submit the meter reading by the next billing date, approximately the 3<sup>rd</sup> day of the month. If the Member does not submit a meter reading, WEB Water will estimate the usage and bill the Member accordingly. WEB Water will read the meter when there is failure of the Member to submit a meter reading for 2 consecutive months, submission of reading that is abnormally low or high or for other reasons deemed necessary by WEB Water. WEB Water will charge the member a Service Call fee for such readings or if WEB Water determines the Member has intentionally submitted inaccurate readings.

If the Member believes his meter reading does not accurately reflect the usage or the meter is reading incorrectly, the Member may request in writing that WEB Water review the usage or meter. The Member must still pay the water bill when due or, in the case where the water bill is significantly a higher than normal bill, the Member may pay an amount equal to the 12 months average while WEB Water reviews the claim. The Member will be subject to suspension and termination penalties if the bill is not paid as specified herein.

A Member may request that WEB Water test the water meter. WEB Water will charge the Member a Meter Testing Fee of \$300 if the meter is found to be inaccurate by three percent or less. WEB Water will also charge a Meter Testing Fee if the seal on the meter serving the Member has been broken without authorization.

WEB Water will read all Bulk Member meters on the first working day of each month.

- B. Billing: WEB Water will send out the billing statement on or about the 3<sup>rd</sup> day of each month. WEB Water will calculate each Member's bill based on the published rate schedule and the amount recorded by the meter. For a new service, WEB Water will begin billing the Member the Minimum Bill when water becomes available at the meter pit. The Minimum Bill will be prorated for any partial months. WEB Water may refuse a personal check from any Member who has previously submitted a non-sufficient funds check. WEB Water may require a non-interest bearing security deposit in amount determined by WEB Water from any Member it deems necessary. WEB Water may use the deposit for any unpaid bill and collection fees. WEB Water will refund any remaining credit balance to the former Member.
- C. Collecting: Water Bills may be paid by Cash, Check, or Credit Card. Water bills are delinquent if not paid or postmarked by the due date. WEB Water follows its Delinquent Accounts Policy for all past due bills. WEB Water will bill the Member a non-sufficient funds charge for any dishonored check and for any other charges it incurs in collecting the past due amount. If the Member elects to have the water turned on after normal working hours or on a weekend or holiday, the Service Call will be billed at the higher Service Call rate.

## **VIII. NO FIRE PROTECTION**

WEB Water is not able to provide, and does not warrant or guarantee that it will provide, sufficient quantities of water to meet Member's fire protection needs. Fire protection or control is exclusively Member's obligation and Member holds harmless WEB Water from any loss Member may suffer resulting from, or in any way attributable to, a fire.

## **IX. WATER SHORTAGE**

In the event WEB Water determines there is a water shortage within its water system, WEB Water will have the right to restrict the water delivery for as long as WEB determines necessary. Member will not be entitled to any offset or reduction of the Monthly Minimum or Usage charges.

## **X. WATER MEMBER'S RESPONSIBILITY**

The Member must:

- A. Maintain the Member Line and the plumbing or other distribution system attached to the Member Line.
- B. Protect WEB Water's equipment. If the Member fails to do so, WEB Water will bill the Member the amount of such loss or damage, the cost of repairs and any associated fees. If not paid, WEB Water may discontinue service.
- C. Install its distribution system in such a manner as to prevent cross-connection, or backflow. If the Member has a non-WEB Water source (i.e. well), then the Member's water distribution system must be designed such that the Member Line and the other source line cannot be physically connected to the Member's distribution system at the same time.
- D. Not construct or place anything in the Easement Area which would limit or prevent WEB Water from accessing and making full and complete use of the Easement Area for the uses specified in the easement. This prohibition includes, without limitation, the construction or placement of structures, decks, patios, retaining walls, driveways, sidewalks, trees, landscaping anywhere within the Easement Area.
- E. Use the water provided by WEB Water only as allowed by Member's classification and Application for Service.
- F. Not resell water except for Bulk Members may resell to those individuals or entities specified in their contract.
- G. Not connect to the WEB Water System or obtain water from the WEB Water System except through its Member Line unless WEB Water authorizes otherwise in writing.

- H. Not construct their system in such a manner that a pump draws directly from the WEB Water System. A tank must be installed between the pump and the WEB Water System to provide a vacuum break.
- I. Submit any complaint in writing to the General Manager.
- J. Provide any fire protection means or mechanisms Member in its sole discretion deems reasonable or necessary.

Disregard of any of the above rules may result in refusal of service or termination of membership.

**XI. LOCK-OFF PROGRAM**

- A. WEB Water will lock-off the service and close the service valve of any Member who has not used any water for one year. WEB Water will not charge the Member a Service Call fee.
- B. Member must continue to pay the monthly minimum, but no longer needs to send in a monthly meter reading.
- C. The Member may begin receiving water by notifying the WEB Water office at least 2 business days in advance of the water availability date. WEB Water will charge a Service Call fee to inspect the Service Line, flush it and reinstate service.
- D. Member may voluntary request WEB Water to implement this program at any time, and pay all applicable fees.

**XII. SUSPENSION/TERMINATION OF SERVICE**

- A. Voluntary – A Member may terminate services as follows:
  - 1. A Member may terminate service at any time by notifying WEB Water and signing the appropriate forms. After termination, the Member must re-apply for service as specified herein if the Member wishes to reconnect.
  - 2. WEB Water may terminate a Member for failure to comply with Rules & Regulations.
- B. Involuntary - WEB Water may suspend or terminate service without notice for any reasonable purpose including, but not limited to, the following:
  - 1. In cases of fraud or abuse
  - 2. Member's violation of WEB Water's Rules and Regulations
  - 3. Emergency repairs
  - 4. Insufficiency of supply due to circumstances beyond WEB Water's control
  - 5. Order by judicial or governmental body having the authority to issue such order
  - 6. Force Majeure, including, but not limited to, terrorism, acts of God, strike, riot, fire, accident, or any unforeseeable or unavoidable cause or circumstance
  - 7. To prevent system contamination through a cross-connection or backflow
  - 8. Tampering with a meter, other measuring device, or any WEB Water equipment or property.

**XIII. RECONNECTION OF SERVICE**

- A. The property owner where the WEB Water Meter Pit is located may request reconnection of the service. Any such Reconnection request will be treated as a new service and will be processed as specified in Paragraph II above and be subject to the Fees specified in Paragraph VI above.
- B. In addition to the other Fees referenced herein, the property owner must pay a reconnection fee determined as follows:
  - 1. New property owner: \$100
  - 2. Same property owner

- i. Good standing: If the property owner was in good standing with WEB Water when the owner terminated service and the termination occurred at least 12 months ago, the reconnection fee is \$200.
- ii. Not Good Standing: If the property owner was not in good standing with WEB Water when the owner terminated service or the owner terminated service less than 12 months ago, the reconnection fee will be \$300.

Board Approved: August 16, 2018