

TRIPP COUNTY WATER USER DISTRICT

MEMBER/USER RULES AND REGULATIONS HANDBOOK Adopted by the Board of Directors February 13, 2017

All Members or water users, are governed by these Rules and Regulations. These Rules and Regulations may change as demands on the transmission and distribution facilities of the District change. As with any utility, your District is subject to the effects of the dynamics of demographic and economic forces. Whether you are new to the District or a veteran, please review these rules and Regulations.

1.00 MEMBERSHIPS: The District may grant membership to the members and maintain the membership in the District files. All changes in membership must be processed through the District office. Memberships are classified and defined as follows:

1.01 HOUSEHOLD TAP: A member having a tap within the TCWUD boundaries from which water is used for human consumption and other household purposes in an inhabited dwelling. The fact that livestock is also watered from this tap does not affect its classification as a household tap.

1.02 RURAL PASTURE: A member having a tap within the TCWUD boundaries from which only livestock is watered and is not used for human consumption or other household purposes. Pasture taps are subject to meter readings and billing as stated in § 4.03 which follows hereafter.

1.03 MUNICIPAL: Any incorporated city or town that enters into a contract with TCWUD to purchase water at a bulk rate.

1.04 & 1.05 SPECIAL and DEVELOPER: Any user who requires a meter larger than a 5/8" x 3/4" meter and with whom a connection fee or special rate has been negotiated. Also, any unincorporated city, town, or village, or "cluster of homes, or trailer homes, or seasonal users or feedyard, with whom the Board may negotiate for the provision of water service.; For purposes of these Rules and Regulations a "Developer" means any person or entity who creates, or intends to create, any number, (including one), of residential sites or residences on any tract of land within the service territory of the District, which residences or residential sites are intended for resale or rental to persons or entities. TCWUD may ask this user to have on site storage to keep adequate pressure throughout this service area. Installation and Maintenance of the inline pumps- storage units and equipment will be the Member's Responsibility. TCWUD will not be accountable for the quality of water after the stub out and going through members own water system.

1.06: TEMPORARY OR EMERGENCY WATER USER AGREEMENT: It is acknowledged that there are occasions when an existing member or temporary member may need emergency service as a result of an equipment failure or livestock stress emergency or a construction project, either road construction or other building project, is in need of a temporary source of water. To address this worthy need, District will consider such temporary or emergency service under the following criteria:

- A. The temporary or emergency user (TU) shall make written application to District requesting specific 24 hour water needs request at a specific location within District's service territory.
- B. TU shall make a cash deposit of \$5,000.00 with the service request. This service request will be submitted to the District's engineer for analysis as to acceptability of the service request and if acceptability, a specific location of the temporary service (hook-up). If the analysis shows the requested service is not feasible as to the usage requested or location, the deposit shall be refunded less the cost of the analysis. The temporary water user may have to have on site storage available.
- C. If the request is acceptable, TU shall pay district for all costs of installation; operation; and, removal, by District's personnel or its contracted installer; a meter rental fee of \$100.00; and, all water through the meter at the rate of \$10.00 per 1000 gallons.
- D. TU shall be responsible for all equipment employed in this service agreement, including the meter, tap, valve or valves.

The agreement shall be in substantially the following form:

This Agreement is made and entered into, by and between Tripp County "Water User District, 1052 west 1st Street, Winner, SD 57580, (District) and the undersigned and identified person or entity, hereinafter referred to as Temporary User or TU, as of the day and date last below written.

It is acknowledged by the parties that this is a temporary contract and is subject to the restriction of the availability of water to TU, at any time that identified adverse consequence or consequences to District's existing regular users/members, especially in quantity or pressure. This may result in specific restrictions of time of day when water may be used by TU or the flow-rate of water at the TU tap may be restricted in whole or in part.

It is further acknowledged by TU that the availability of water under this agreement is subject to the District Engineer's hydro logic review as to location and restricted flow, among other factors. With these acknowledgments in mind, the parties agree as follows:

1. TU shall make application for such temporary service and provide a 24 hour water need/request at a specific location on District's system. This application shall be accompanied by a deposit of \$5,000.00. This service request will be submitted to the District's engineer for analysis as to acceptability of the service request and if acceptability, a specific location of the temporary service (hook-up). If the analysis shows the requested service is not feasible as to the usage requested or location, the deposit shall be refunded less the cost of the analysis.

2. If the request is acceptable, TU shall pay district for all costs of installation; operation; and, removal by District's personnel or its contracted installer, including operator time, mileage and materials; a meter rental fee of \$100.00; and, all water through the meter at the rate of \$10.00 per 1000 gallons. TU may have to have on site storage available.

1.07 APPLICATION FOR MEMBERSHIP:

1.06(1) The member will make application for service, in person, at the office of the District or at a place designated by the Board, and at the same time make the deposit required by the District. A membership will be required for each homestead or pasture tap.

1.07(2) The District may reject any application for service not available under the standard rate, or which involves excessive service cost, or which may affect the supply of service to other water users, or for other good and sufficient reasons.

1.07(3) All applications shall be considered for approval by the Board after the Engineer determines the feasibility and makes recommendations to the Board.

1.07(4) Feasibility of the application may include cost, capacity, use or conditions that have a bearing or effect on the design of the District, its present members or future needs.

1.07(5) Charges of material and special equipment or costs specifically assigned to an application and paid for by the user as a condition of receiving service shall remain the property of the District.

1.07(6) Any added costs for service lines or non-recoverable material associated with installing a new service line, may be estimated and collected prior to the installation of said new service. Such estimates shall reflect current costs and charges applicable to installation and necessary monetary adjustment will be made after completion of the installation.

1.07(7) Special users, developers and municipal users will be considered specifically and separately at the time of the application. Fees and costs will be determined by the Engineer and contracts for such service will be negotiated and implemented.

1.07(8) The District may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. The District may supply service to anyone at such a location where water has been used, when the existing and unpaid water bill has been paid or when satisfactory arrangements have been made.

1.06(9) If the application for service is denied, refused or withdrawn, the District may refund the application fee minus \$125.00, plus applicable sales or gross receipts taxes, for engineering and administrative fees incurred in determining the feasibility of such application.

1.07(10) Application for service received after September 15, in any year, will be considered "subject" to weather and District work load. Additional costs may be added, which may include road crossings, personnel time and mileage, high digging charges, due to limited time to complete the service, other District work, limited District personnel, weather conditions and possible freezing of newly installed lines. Such "late" applications will be scheduled at the discretion of the District.

1.07(11) No extension of any mainline shall be made in, or into, the State of Nebraska, except to solidify the existing distribution District. Users along the existing lines may be added by specific agreement subject to the by-laws of the District and applicable South Dakota statutes.

2.00 MEMBERSHIP FEES:

2.01 When a request for service is received by TCWUD and the request is for service in an area where mainline construction is complete it is an add-on.

2.02 Add-ons will be classified as "Non-member" (someone who has never been served by TCWUD), or "Member", (someone who is presently being served by TCWUD.)

2.03 Application for New or "Add On" Taps:

2.03(1) New tap: \$2,000 tap fee which is (\$125.00 study fee that is Non-refundable; \$1,875.00 which is the hookup fee). The customer will be billed for the installation after new tap is installed.

2.04 INACTIVE TAPS: Inactive taps are those taps which have not been in use or which have been previously disconnected from service.

2.05 REACTIVATION OR REOPENING OF INACTIVE TAPS: Any service which either has never been activated or has been inactive (whether formally disconnected or not), for more than one year may be reconnected provided the Applicant completes the following:

2.05.01: An "Application for Service" shall be completed for the site, the same as if no previous service had been extended to the proposed site, including a new hydraulic analysis; and

2.05.02: Pay back minimums or \$1,600.00; and any other outstanding balance on this account.

2.05.03: The reactivated taps will be paid monthly and read via the Radio Read System.

2.05.04 Upon completion of the above, all meters, valves, pipes and pipelines on the up-stream side of the User's access point on the water meter, becomes or remain the property of the District.

3.00 MEMBER'S RESPONSIBILITY: All piping and appliances downstream of the meter, or in those instances where the meter is installed down stream of the user's connection to District's mainline, such as where the meter is in the user's basement, then from the connection of user's service line to the District's mainline, is the total and sole responsibility of the Member. In addition, the Member must comply with following:

3.01 Piping on the member's premises must be so arranged that the connections are conveniently located with respect to the District's lines and mains.

3.02 The member's meter shall be unobstructed and accessible at all time for reading.

3.03 The member's piping and apparatus shall be installed and maintained by the member and at the member's expense in a safe and efficient manner and in accordance with the District's rules and the regulations of the State Board of Health, which regulations, as they now exist and as they may be amended from time to time, are hereby adopted.

3.04 The member shall guarantee proper protection for the District's property placed on the member's premises and shall permit access to it only by authorized representatives of the District.

3.05 In the event that any loss or damage to the property of the District, any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the member, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the member to the District or any liability otherwise resulting shall be assumed by the member.

3.06 The amount of such losses 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 District. The District may maintain a cause of action for any damages sustained.

3.07 Water furnished by the District shall be used according to the classification of the member. The member shall not sell water to any other person. Water shall not be used for irrigation nor other purposes, except that when water is available in sufficient quantity without interfering with the regular classified use, in the area served, the water may be used for any other purposes. Disregard for this rule shall be sufficient cause for refusal of service or discontinued service. Gardens grown for personal use may be irrigated.

3.08 When a water service outage is caused by circumstances beyond the control of the District and all reasonable efforts to restore water service fail, the user shall be responsible for providing an alternate source of water for individual use in the interim at no expense to the District.

3.09 As related earlier, the water utility operated by the District is a dynamic system; it is the member's responsibility to notify the District's office if any substantial increase of water usage is planned.

3.10, It is the member's responsibility to notify the District if a trailer home or other occupied building is moved into the yard area for use by a family member or employee. The Member shall pay an additional monthly minimum for the additional household serviced through the single meter. All water usage shall be through the single meter and paid in one billing.

3.11 Meter pits, installed by the District, shall not be used by members for non-District plumbing or valves. User shall use the stub out pipe for access. Users who have plumbing in the District's pit will be notified to remove that plumbing. In addition, the offending appliances may be removed by District personnel after 5 days written notice sent by first class mail to the Member to remove the same. District removal shall be compensated by the Member at the rate of time, material and mileage. Further, so long as the notice required herein is given, the fact that Member may be inconvenienced or suffer any alleged personal injury or property damage, shall be no basis for any claim of damage by Member.

3.12 Repairs made by unauthorized persons to equipment and facilities of the District will not be allowed nor reimbursed, except by specific authorization prior to the repair.

3.13 Any act, condition or practice that is determined by the Board to be contrary to the policies of the District, harmful or detrimental to the District's members or representatives, shall be cause for termination of service to the offending Member.

3.14 The user of record shall be responsible for all metered water until notification of transfer is made to the District at the District office, and accepted by District and further to keep the District informed of any changes that may affect service or billing responsibilities.

3.15 The user shall permit access by District personnel to the District's meter, valves, and equipment on the member's property at all reasonable times, or at any time in the event of an emergency. The District will not be responsible for any vegetation or structure on or around TCWUD's Meter Pits – Valve – waterlines, etc.

3.16 By electing to receive water service, a member assumes the responsibility for and agrees to abide by, the policies, rules and regulations of TCWUD and by application for service, agrees to inform himself or herself of the Rules and Regulations of TCWUD and any amendments to the same, as may be adopted from time to time by the Board of Directors. Member is obligated to give TCWUD easement on members land for new construction and maintenance of waterline, valve and meter pits within reason.

3.17 Any request for non-emergency services, such as the activation of seasonal service at a meter, to be performed after 4:30 P.M. or before 8:00 A.M., Monday through Friday, local time at the District Office, or any time on weekends or holidays, shall only be performed after the Member has paid a tap reactivation fee of \$100.00 and any applicable sales or gross receipts taxes.

3.18 The District shall not be liable for damages of any kind whatsoever resulting from water or the use of water on the member's premises, including alleged damage from water pressure, either high or low. The District shall not be responsible for the conduct of third persons or forces beyond the control of the District resulting in any interruption of service.

3.19 The District will pay crop damage caused by water breaks after any construction or contractor warranties expire in the amount determined by the Board based upon county average of actual crop damage; and then only on the written request of the landowner. (By December 31 of the year damage discovered)

3.20 TCWUD utilizes a remote meter reading applications to facilitate customer billing. TCWUD does not monitor the water usage data for customers to determine if there is an unreasonably large water usage by any one customer. The customer shall not rely upon the remote reading application, utilized by TCWUD for billing purposes, as a substitute for their own diligence in monitoring their water usage. The customer is responsible for all metered water. The customer is required to make a physical inspection of the customer's own system on a regular basis to avoid unintended water loss.

4.00 MINIMUMS-METER READINGS-BILLING-COLLECTING:

4.01 Initial and Minimum Charge:

4.01.01 The minimum monthly charge for service commences when the meter is installed and connection is made to the District's waterlines and water service is available to the tap, whether the member uses water or not, and each member must pay the minimum monthly bill from the time water is available.

4.01.02 If water is available to the property between the first and the fifteenth of the month, the standard rate schedule shall be applied. If water is available to the property between the fifteenth and the end of the month, the charge will be added to the water consumption of the following month.

4.02 Meters for each delivery point:

4.02.01 Each member's service must be separately metered at a single delivery point, except for the second house under § 3.10, above.

4.02.02 Metering point is the physical point where the water meter is installed.

4.03 Reading Meters:

4.03.01 Household taps and municipal taps shall be read monthly and the rate schedule adopted from time to time shall be applied to such monthly readings.

4.03.02 Members have the option to replace MXU unit with a satellite unit for a cost of \$360.00 per site to monitor their water usage.

4.03.03 Bills for water will be computed in accordance with the District's published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a member orders turn off less than one month after turn on, the minimum bill to such member for each period shall be equal to the minimum charge for one full months service.

4.03.04 Bills shall be declared delinquent after the 10th day of the month. Thereafter service may be discontinued by the District without notice to the member. When deemed necessary to make a trip to obtain a meter reading for billing purposes, a charge may be added to the member's bill of \$25.00. In the event the member is delinquent and has not paid the billing within the time herein required he shall be assessed an additional ten percent (10%) late charge which shall be ten percent of the previous month's water bill.

4.03.04.01 In the event that a member's bill is delinquent more than two (2) times in any one twelve (12) month period, then the charge for meter readings shall be increased to \$50.00, per meter.

4.03.05 Accounts not paid by the 10th of the month following the month in which due, shall be subject to disconnect. Notice of disconnect shall be made by first class mail.

4.03.06 Accounts will not be considered paid or in good standing until the balance is paid in full and to date.

4.03.07 Monthly or annual accounts, for minimums or water usage, not received or postmarked by the due date will incur a 10% per occurrence penalty. Annual billings are based upon meter readings taken in December of each year, and are due by January 10, of the following year. Pasture taps pay the monthly minimums in lump sum with the previous year's water bill.

4.03.08 The user of record shall be responsible for all metered water until notification of transfer is made at the office and shall keep the District informed of any changes that may affect service or billing responsibility.

4.04 Collecting:

4.04.01 The District may use whatever means which may be available to it, to effectuate recovery of dishonored checks received for payment of water bills, materials and supplies, or any other services performed by the District. Such accounts will be treated as delinquent accounts and the charges applicable to such accounts will be charged including statutory collection charges. Additional expenses, including bank charges, incurred by the District to make payment good, will be borne by the member involved.

4.04.02 Dishonored checks will be presented for payment to the drawer bank and if not honored a written notice, phone contact or personal visit will be made. Dishonored checks will be treated as if no payment has been made, and the statutory charge of \$30.00 will be added for handling of such checks. In the event a member submits more than one check which is not honored by the bank for payment, the District manager may require that said user make all future payments by method other than personal check.

4.04.03 The District may refuse personal checks for payment of amounts due from members who have established an unreliable payment record, or the District may require a security deposit in an amount equal to three months average bill.

4.04.04 The District reserves the right to discontinue its service without notice for the following additional reasons:

4.04.04.01 Any act, condition or practice that is contrary to the policies of the District.

4.04.04.02 Any act, conduct or practice which the Board of Directors determine to be harmful or detrimental to the District, its members or representatives.

4.04.04.03. Fraudulent use or abuse of service privileges.

4.04.04.04 Member disregard or circumvention of rules or policies.

4.04.04.05. Emergency repairs.

4.04.04.06 Insufficient supply of water due to circumstances beyond the District's control.

4.04.04.07 Direct action of public authorities with legal jurisdiction.

4.04.04.08 Strike, riot, fire, accident or any other unavoidable cause.

4.04.04.09 To prevent system contamination through a cross-connection, either unintentional or intentional. This remedy may be at the discretion of the District Manager as the delay to present to the Board of Directors could exacerbate the existing or threatened risk.

4.04.05 The District may, in addition to prosecution by law, permanently refuse service to any member who tampers with a meter or other measuring device, or official seals and locking devices put in place by authority of the District or in the instance of an unauthorized seal or lock on District lines or meters.

4.04.06 The District may proceed to collect any and all indebtedness due it from members, or otherwise, by all means and procedures available under applicable law.

5.00 CHANGE OF OCCUPANCY:

5.01 Not more than fifteen (15) days notice shall be given by the member to the District office in writing to discontinue service or change of occupancy. The New occupant must contact TCWUD office with new address and contact phone numbers.

5.02 The outgoing party shall be responsible for all water consumed up to the time of departure, or the time specified for departure, whichever period is longest, except as may be provided in the water user agreement.

5.03 If in the event the owner wishes to discontinue use, upon notice to the District and payment of his current charges for water, the meter will be removed and tap closed. In event said owner wished to reestablish service at a later date, a new application must be submitted if non-active over one year.

If existing member has not made account current – New member shall be responsible to make such account current before tap will be reactivated.

6.00 COMPLAINTS-ADJUSTMENTS:

6.01. If the member believes his meter reading to be in error, he shall present his claim in person, at the District's office before the bill becomes delinquent (between the 1st and 10th of the month). 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 the payment shall not prejudice his claim.

6.02 Meters will be tested at the request of the member upon payment to the District of the actual cost to the District of making test, provided however, that if the meter is found to over register beyond five (5%) percent of the correct volume, no charge will be made.

6.03 Without written authorization, the member shall not break the meter seal. The District may test or cause to be tested a meter with a broken seal. The member may be subject to payment of the actual costs incurred by the District in making such test.

6.04 The member must make any claim of error when it is first discovered. In no event shall the District be responsible for, nor the member entitled to an adjustment, for more than one month's meter reading or water service irrespective of the extent of the meter error, if any.

7.00 MEMBER AND CONSUMER:

7.01 The manager shall publish an informative newsletter to be delivered to all members, at least semi-annually. The newsletter shall be of purpose to inform and explain pertinent information concerning the District. The July Newsletter shall contain the Consumer Confidence Report, as required by the Clean Water Act.

7.02 Policies and by-laws adopted by the Board of Directors shall be available to current members of record if requested.

7.03 Any record required by statute to be made and kept by the District shall be available for inspection by the public during regular business hours.

7.04 During construction of a major project – land owners have the option to request 20 cents per linear foot on ground from damages incurred during that season. Request form must be filled out and returned to District before December 31st of that year.

8.00 DISTRICT RESPONSIBILITIES:

8.01 It is the purpose and objective of the District to provide a continuing source of water to all members throughout all seasons. In the event of service failure, the District shall make diligent efforts, within economic feasibility, to maintain or restore service as soon as practicable. The District shall, likewise, attempt to encourage all users to utilize practices and procedures to prevent unnecessary outages or freezing of lines and disruption of service. Under no circumstances shall the District be obligated for any expense or damage incurred by its users as a result of outages, freezing, or conditions beyond its control. The District will make practicable effort to restore service to its users.

8.02 The District endeavors to maintain a minimum of 20 psi to each user connection. The District's first priority is to household use. Household demand will be based on a 12 hour daylight period. Livestock demand will be assigned a secondary priority and based on a 24 hour delivery capability. Other users will be on "as available" basis, and shall not interfere with the assigned priorities outlined. In the event of a circumstance or circumstances, which would affect the Districts delivery capabilities or which may require restriction, such restrictions may be imposed to maintain minimum pressure.

8.03 TCWUD will run a service line from its main line to a point not closer than 50 feet from the residence or yard area, whichever is the shortest distance to provide a frost free metering point to the rural farmstead.

8.04 TCWUD will extend the service line to the nearest point of the pasture or boundary line to provide a frost free metering point for rural pasture taps.

8.05 TCWUD will run its service to a point immediately outside the corporate limits of an incorporated municipality. Special members will be serviced as mutually agreed upon.

8.06 When two or more meters are installed on the same farmstead for different members they shall be closely grouped and each clearly designated to which member it applies.

8.07 The District does not assume responsibility of inspection the member's piping or apparatus and will not be responsible therefore.

8.08 If a farmstead utilizes one meter for two or more occupied dwellings then another minimum will be assessed for each additional dwelling plus the water usage rate on the rate chart. If the additional dwellings become unoccupied then the extra minimums may be discontinued upon application of the Member and Board approval. It is the member's responsibility to contact the District office regarding this policy.

8.09 In the event service is lost due to negligence or neglect of a water user, all expense for restoring or attempting to restore service shall be charged to that user and there shall be no suspension of the water bill minimum.