

# Hecla Water Association, Inc.

## RULES AND REGULATIONS

A not-for profit corporation established 1969

Serving rural Lawrence County, Ohio



### I. Service Application

Application for service shall be on the Hecla Water Association's standard forms and made at the association's office with payment of the current tap fee.

When accepted by the water association, the application shall constitute a binding contract between the customer and Hecla Water Association, in conformance with this policy statement, the By-laws of the association, and the applicable rate schedules.

A new application on behalf of another individual will not be accepted unless the determination can be made that the party making the application has the legal authority to do so.

The customer's signature shall be obtained on the contract for water service to establish responsibility for payment of bills at the service address of the application. The new member shall be given a copy of the contract for water service after signing and agreeing to the terms of the document.

Hecla Water Association may reject any application when the customer is delinquent in payment of water bills incurred for service previously supplied at any location.

No person shall be permitted to subscribe for service if the capacity of the water system is exhausted by the needs of its existing customers,

Hecla Water Association may discontinue service or remove the meter for violation of any of the provisions of these rules, by-laws or any other regulation of HWA. Where the meter is there after re-installed, the customer shall first pay the arrears water charges and the current reconnection fee. Reconnection shall be done on the next business day, during regular business hours.

The individual in whose name the application is prepared shall be responsible for payments of all bills incurred.

### II. Initial or Minimum Charges

The current tap fee shall be charged for each new meter installation within the limits set forth. The monthly minimum water charge shall commence when the meter is set. Each meter requires a separate water tap account number and each account number will cover a separate and individual account. Water furnished for a given lot or farmstead shall be used on that lot only. Each service must be separately metered at a single delivery and metering point. HWA may shut off water to a customer who allows a connection to be made to his or her service line for the purpose of supplying water to another customer.

The flat minimum monthly water rate, as set up in the water rate schedule, will be payable each month irrespective of whether any water is used by the customer during the month, and irrespective of seasonal use.

In addition to the collection of regular rates, the water company may collect from the customer a proportionate share of use fees or impositions.

### III. HWA Responsibility

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

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 connect with the HWA water system at the nearest available place if the water system shall be of sufficient capacity to permit the delivery of water. If the water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with a delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by HWA.

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

**TERMS USED** - HWA = Hecla Water Association. COMPANY also applies to Hecla Water Association. OWNER applies to the property owner.

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**IV. HWA's Liability**

HWA does not assume the responsibility of inspecting the customer's piping or apparatus, save and except the required Ohio Environmental Protection Agency cross connection inspection; and will not be responsible therefor.

HWA reserves the right to refuse service unless the customer's lines or piping are installed in such manner as to prevent cross connection or backflow.

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

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

**V. User's Responsibility**

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

If HWA is called upon to provide additional meters, each place of metering will be considered as a separate and individual account. The customer shall provide a place of metering which is unobstructed and accessible at all times. If the meter reader cannot read the meter due to debris, vehicle parked on meter or the meter is blocked in some manner, a service charge will be applied to the account. If a vehicle must be towed by HWA in order to have access to the meter, the customer will be responsible for towing charges.

The customer's piping and apparatus shall be installed and maintained by the customer at the customer's expense in a safe and efficient manner and in accordance with HWA rules and regulations and if full compliance with sanitary regulations of the State Board of Health and the Ohio Environmental Protection Agency. A pressure reducer and a backflow preventer must be installed on the customer's side of the service connection.

The customer shall guarantee proper protection for HWA's property places on the customer's premises and shall permit access to it only by HWA personnel.

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

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 HWA.

Water furnished by HWA may be used for domestic consumption by the customer, members of their household and or employees only. The customer shall not sell or give the water to any other person without approval of HWA. The owner/member shall remain responsible for all billings, water usage, and losses of any nature incurred. Water shall not be used for irrigation, fire protection or other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption, then the water may be used for any other purpose. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

**VI. Extensions to Mains and Services**

HWA may supply service for temporary purposes, provided that there is water available in excess of regular needs, and provided that HWA has available material and equipment necessary to supply said service. Each customer for such service must pay in advance to HWA the estimated cost of labor and materials and cost of removing such service.

HWA will construct extensions to its water lines to points within its area; but HWA shall not be required to make such installations unless the customer pays to HWA the entire cost of the installation.

All line extensions shall be evidenced by contract signed by HWA and the person advancing funds for said extension.

No water supplies for public use shall be constructed or operated within the limits of HWA, except as approved by the Board of Directors. The term 'public use' shall signify the use or distribution of industrial or potable water when applied to the needs of two (2) or more separate customers.

**VII. Access to Premises**

Duly authorized agents of HWA shall have access, at all reasonable hours, to the premises of the customer for the purpose of installing or removing HWA property, inspecting pipes, reading or testing meters or for other purpose in connection with HWA service and facilities.

Each Customer shall grant or convey, or shall cause to be granted or conveyed to HWA 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 HWA's water facilities and lines, so as to be able to furnish services to the customer.

No person or persons shall deposit, or cause to be deposited any matter or material into any reservoir, tank or water pipe, or employ the water services of HWA in such manner as to permit the entry of polluting matter into the water supply thereof, as per Federal Law of the Safe Drinking Water Act Section 1432 which states; any person who tampers with a public water system shall be imprisoned for not more than 5 years, or fined in accordance with title 18 of the United States Code or both.

**VIII. Change of Occupancy**

If you purchase a residence with Hecla Water Service, you are required to bring a photo ID and proof of ownership to the Hecla Water office in order to transfer service. There will be no deposit required, however, if the meter is locked, there will be a service fee to restore the service.

Not less than one working day notice must be given to HWA to discontinue service or to change occupancy.

If any owner / member has a property that is occupied by a renter or persons leasing or purchasing on a land contract, the water service shall remain in the name of the owner / member. All billings, water usage, and losses of any nature shall be the sole responsibility of the property owner. All current accounts with deposits will remain in the renter's name until time of departure, or when their account has been closed, deposit credited and final bill processed.

**IX. Meter Reading - Billing - Collections**

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

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Bills for water will be figured in accordance with the HWA's water rate schedule and will be based on the amount consumed for a period covered by the meter reading, except where a customer orders turn-on, the minimum bill to such period shall be equal to the minimum charge for one full month's service.

Charge for service commences when meter is installed, whether used or not.

Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or the same or different customer's or for the same or different services.

Bills are mailed the last business day of each month with the payment due by the 15th of the following month. If the 15th falls on the week-end or holiday, payment must be received in the office the last business day prior to the 15th to avoid a 10% penalty on the net bill amount.

All bills not paid on or before the past due date shall be termed delinquent and service on the account may be discontinued without further notice. Notice of this rule is printed on the water bill.

Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the customer from payment. The water company is not responsible for postal mail delivery.

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

#### **X. Leak Adjustments**

Each account is permitted one leak adjustment per calendar year. The leak must be repaired and the consumption back to an average usage. Up to three consecutive billing cycles may be taken into consideration, however, the adjustment will be processed in one lump sum when the usage is back to normal. The formula for calculating the adjustment shall be as follows: The customer is responsible for their average bill, the first \$50 lost on the leak and 75% of the balance, per billing cycle. Customers who have large balances after receiving a leak adjustment may set up a payment plan through the billing office. Payment amounts will be set at the discretion of the billing office and must be paid by the 15th of each month to avoid penalties. There will be no adjustment for water used for pools or seasonal use. Meters with leaks not repaired in three billing cycles may be disconnected. Leak adjustments are not automatically applied to an account. The customer must call the billing department to make arrangements for an adjustment.

#### **XI. Suspension of Service**

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

HWA reserves the right to discontinue its service without notice for the following additional reasons:

To prevent fraud or abuse, including two residences on one meter.  
Consumer's willful disregard of HWA's rules.  
Emergency repairs.  
Insufficiency of supply due to circumstances beyond HWA's control  
Legal process.  
Director of public authorities.  
Strike, riot, fire, flood, accident or any unavoidable cause.

#### **XII. Meter Tampering**

Tampering with a meter in anyway will result in the possible pulling of the meter from service. A \$50 to \$100 charge and any water used must be paid before service is restored. Any HWA property damaged will be added to the water bill for the property.

Violators may be prosecuted under Ohio Law from the Ohio Revised Code - section 4933.18. The penalty for the misdemeanor (less than \$500 in damages and theft of water) is a fine of \$1,000 and repeat offenders can be given a term of incarceration, at the discretion of the court.

HWA may in addition to prosecution by law, permanently refuse service to any customer who tampers with a meter or other measuring devices.

#### **XIII. Hydrants**

All maintenance shall be performed or approved by HWA. Cost of said maintenance shall be billed to the township, or village in which the hydrants are located, unless otherwise approved in writing by the board of directors.

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

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

Any person violating any provision of these Rules and Regulations shall be liable to a fine to be paid upon conviction of such violation, as provided by law.

#### **XIV. Complaints - Adjustments**

If a customer believes the bill to be in error, he or she shall present his or her claim, in person or in writing to the office of HWA 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 hereto provided. The customer may pay such bill under a protest and said payment shall not prejudice his or her claim.

Upon written request of any customer, the meter serving said customer shall be tested by HWA. Such test will be made without charge to the customer if the meter proves to be greater than 2% fast. Otherwise, a charge will be made if the test indicates meter accuracy within the 2% limit or less. The customer may be required to witness the test. The charge is for residential size meters. Larger meters will be tested on a cost plus basis and charged if the meter proves not to be fast by more than 2%.

HWA will make special meter readings at the request of the customer for a fee, provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.

# Hecla Water Association, Inc.

3190 SR 141, Ironton, Ohio 45638

Emergency Service Number

(740) 533-0528 or 886-8863

FAX No. (740) 533-0003

## The Drinking Water Professionals

**Call Before You Dig - It's an Ohio State Law!**  
**Ohio Revised Code - Section 3781.28**

**1 - (800) 362-2764**

Call the Ohio Utilities Protection Service (OUPS) two (2) working days before you dig. An order for a line locate will be faxed to the Hecla Water Office and an HWA service person will locate the line to prevent any accidental breaks in the water line.

Don't take a chance by guessing where you think the water line is located. Not calling the OUPS phone number before digging up a water line will result in an unnecessary break leaving residents of that area without water service while it is repaired.

The cost of any repairs of water line breaks will be charges to the party responsible for digging up the line, without a prior request for a water line locate.

### XV. Abridgement or Modification of Rules

No promise, agreement or representation of any employee of HWA shall be binding upon HWA except as it shall have been agreed upon in writing, signed and accepted by the officers of HWA.

No modification of rates or any of the Rules and Regulations shall be made by any agent of HWA.

These Rules and Regulations may be modified or amended at any time by HWA and thereupon be binding upon all customers.

## Water Conservation Notices

In the event a critical resource shortage exists, the HWA board of directors have adopted a water management plan.

**Stage 1** - When moderate but limited supplies of water are available, HWA shall call upon the general population to employ prudent restraint in water usage, and to conserve water voluntarily by whatever methods available. At that time, there will be temporary hold on the purchasing of water taps.

**Stage 2** - When very limited supplies of water are available, HWA shall order curtailment of less essential usage of water, including, but not limited to, one or more of the following: 1.) The watering of any vegetation; trees, grass, plants 2.) The washing of vehicles or any mobile equipment. 3.) The washing of driveways, parking lots, office buildings, or other outdoor surfaces. 4.) The operation of any ornamental structure making a use of water. 5.) The filling of swimming pools/and or wading pools, or the refilling of said pools after the effective date of order. 6.) The use of water from fire hydrants for any purpose other than filling fire trucks. 7.) The serving of drinking water in eating establishments, unless requested by the individual; as well as a freeze on water hook-ups or new water taps sold.

**Stage 3** - When critically limited supplies of water are available, HWA shall institute mandatory restrictions on each customer as follows: 1.) Industrial, institutional, commercial, governmental, wholesale and all other non-residential customers shall be allotted a percentage reduction of water based on that customer's average monthly consumption. 2.) Individual residential customers shall be limited to a specific amount or percentage of water per billing period. In the event any customer exceeds the maximum allotted monthly water usage, said customer shall be charged and shall pay \$10.00 (ten dollars) for every one thousand (1,000) gallon consumed above the allotted amount.

**Stage 4** - When only crucial supplies of water are available, HWA, by regulation and order, restrict the use of water to purposes which are absolutely essential to life, health and safety. In the event any customer exceeds the maximum allotted water usage imposed, said customer shall be charged and shall pay \$10.00 (ten dollars) for every one thousand (1,000) gallon of water consumed above the allotted amount; and upon conviction of any person in violation, shall upon conviction thereof, be subject to a fine of not less than \$100.00 (one hundred dollars), nor more than \$1,000 (one thousand dollars). Each act or each day's consumption in violation shall be considered a separate offense. In addition, HWA may suspend water service to any person violating the provisions of this resolution on more than one occasion, regardless of whether such person had been previously convicted of such offense. If such water service is so terminated, no service shall be restored until such time that all fines, fees and penalties imposed under this regulation have been paid in full. Additionally, no service shall be restored until such times that a reconnection fee has been paid in full.

Whenever HWA shall promulgate regulations and issue orders directing restriction or curtailment of the use of water as provided herein or shall seek suspension of water service as a result of a violation, the subject of the order or suspension shall have the right to appeal the decision of HWA. The board may appoint a temporary board of appeals to grant a reasonable opportunity to present, in writing or in person, an argument against such decision.

