

## REGULATIONS GOVERNING WATER SERVICE

### PART 9 CONDITIONS OF SERVICE

#### 9-1 GENERAL PROVISIONS:

9-1.1 MAINTENANCE OF SERVICE – The District will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of water to the consumer, and to avoid any shortage or interruption of delivery of same. The District will not be liable for interruptions, shortage, insufficiency of supply, or any loss or damage occasioned thereby, if same is caused by accident, act of God, fire, strike, riot, or any other cause not within its control.

9-1.2 SUSPENSION OF SERVICE – The District, whenever it finds it necessary for the purpose of making repairs or improvements to the water system may suspend service temporarily. In all such cases, a reasonable notice thereof, as circumstances will permit, will be given to the consumer. The making of such repairs or improvements will be done as rapidly as practicable, and, if practicable, at such time as will cause the least inconvenience to the consumers.

9-1.3 PRESSURE – The signing of an application for a service connection or for service will be prima facie acceptance and consent to such conditions of pressure and service as may from time to time exist, under the current operating practices on the water system at the location of the service connection.

The District assumes no obligation to deliver water to elevations higher than its existing facilities serve. Where premises are situated at such an elevation that the applicant cannot be assured of a dependable supply from the water system and/or the desired rates of flow and/or pressures required by the particular operation to be conducted on the premises cannot be assured by the District, the applicant, in consideration of District approval of a service connection, accepts such service as the District is able to render from its water system. The applicant agrees to conduct, if necessary, and maintain at its expense on its premises a tank and/or a booster pump of sufficient capacity to furnish an auxiliary supply of water at such times as pressure in the water system may be insufficient to supply the premises with water and to execute a written release to the District for all claims for failure to furnish an adequate water supply.

Due to topography, and other causes, the pressure is not uniform over the territory the water system serves. The District may change to different pressures in various areas served. However, it will be the aim and attempted function of the District to maintain adequate pressure at all existing services. Consumers dependent upon a continuous water supply should provide adequate storage for emergencies.

Consumers having water heaters, boilers, or other devices requiring a continuous water supply, should take all necessary action to prevent damage to such devices as a result of the shutting off of the water supply.

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The District will not be responsible for the delivery of water through private pipelines or for any damage resulting from the operation of same.

9-1.5 LIABILITY – The consumer waives any and all claims of any nature against the District and releases the District from any liability for damage to the consumer's system and appliances from any cause whatsoever. The consumer further waives any and all claims of any nature against the District and releases the District from any liability or losses or damage to consumer's property involving quantities, quality, foreign material, time or occasion of the delivery of water by the District.

9-1.6 OBSTRUCTION TO METER BOX – The meter and meter box are the property of the District and the consumer shall not damage or interfere with them.

9-1.7 DAMAGE TO METER BY HOT WATER – The consumer shall be liable for damage to the meter caused by hot water from the premises. Should such damage occur the consumer will be notified to correct the plumbing conditions causing such damage and will be charged for the cost of repairs to the meter. Should the condition not be corrected and the meter repair bill not paid within 10 days after notice, service to said premises may be discontinued, and service will not be restored until the bill is paid, together with a charge for restoration of service, as provided for in Subsection 7-3.

9-2 CHANGES IN EQUIPMENT – A person making any material change in the size, character or extent of its equipment or operations, or whose change in operations results in a large increase in the use of water, shall immediately give the District a written notice of the nature of the change.

### 9-3 NOTICES:

9-3.1 TO CONSUMER – Notices from the District to a consumer will normally be given in writing, and either mailed or delivered to its last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

9-3.2 TO DISTRICT – Unless written notice is specifically required by these Regulations, notices from the consumer to the District may be given orally or in writing, at the District's office.

9-4 CONFLICT WITH DISTRICT FACILITIES – Any person making improvements or changes on its property which will result in cutting, refitting, relocating, raising or lowering of any facilities which are a part of the water system, shall make application to the District for the relocation of such facilities. The charge for relocation of the facilities is provided for in Section 5-9.

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9-5 RESALE OF WATER – No person shall enter into any contract or agreement to resell water it receives from the District. No person shall export water received from the District from the premises as described in the application for service.

9-6 UNAUTHORIZED USE OF WATER OR THE WATER SYSTEM – It is a violation of these Regulations:

a. Fire Protection Meters

- 1) To tap or make any connection into the water system for public or private fire protection services;
- 2) To operate or attempt to operate a fire hydrant except for the suppression of fire;
- 3) To cause or permit the waste of water from the water system or to maintain or cause or permit to be maintained any leaky outlets, apparatus or plumbing fixtures through which water is permitted to waste;
- 4) To use water for washing sidewalks and driveways in a manner that prevents the usual and customary use of public streets and sidewalks by others;
- 5) To permit water sprinklers to spray onto sidewalks and streets or to permit water to run from the consumer's property onto public sidewalks and streets to cause risk and/or damage to the public or to public and private property;
- 6) No one, except a properly authorized agent of the District, shall turn water on, on any property, without a written permit signed by an authorized officer of the District.

b. Private Wells

The District owns the surface and subsurface water rights in certain portions of the District. Within these areas, it shall be a violation of these regulations to construct or operate a water producing well for any purpose without first obtaining written permission to do so from the District's Board. It shall be the obligation of the property owner to make written application for a determination that the property where a well is proposed to be drilled is or is not subject to this provision.

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9-7 DISTRICT OWNERSHIP – Service connections are the property of the District. They will be maintained, repaired and replaced by the District, when rendered unserviceable through fair wear and tear. However, where replacements, repairs or adjustments of any service connection or portion thereof are caused by the act, negligence, or carelessness of the consumer, or any member of its family or person in its employ, any expense caused to the District thereby will be charged against and collected from the consumer.

9-8 GROUND WIRE ATTACHMENT – Any person is liable for any damage to the water system or District personnel which may be occasioned by the attachment of any ground wire or wires to any plumbing which is or may be connected to the water system.

9-10 QUICK CLOSING VALVE:

9-10.1 OPERATING CONDITIONS – No person shall install or use a quick-closing valve or other device when such valve or device during its operation causes a water hammer or an abrupt change of pressure in the water system. When such a condition exists, the consumer will be required to discontinue use of such valve or device immediately upon notification by the District.

9-10.2 NOTICE OF CORRECTION – If the notice of correction of such condition is not complied with, service will be discontinued until the correction is made by a proper installation to eliminate all such water hammer or abrupt change in pressure.

9-11 CHECK VALVE – If the placing of an approved check valve or other device on the consumer's side of the meter is necessary for the safety and protection of the consumer's system or appliances, such approved check valve shall be immediately installed by and at the expense of the consumer. This requirement may be in addition to those provided for in Part 11.

9-12 RESPONSIBILITY FOR EQUIPMENT – The consumer shall, at its own risk and expense, furnish, install and keep in good and safe condition all of the equipment that may be required for receiving, controlling, applying and utilizing water. The District will not be responsible for any loss or damage caused by improper installation of such equipment, or the negligence, want of proper care of wrongful act of the consumer or of any of its tenants, agents, employees, contractors, licensees or permittees in installing or maintaining, using, operating or interfering with such equipment. The District will not be responsible for damage to property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter.

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No person, other than a District officer, agent or employee, shall remove, tamper with, alter and/or damage any part of the District's water system and the consumer whose meter is being served shall be responsible for the District's cost of repair, replacement or restoration of any part of its system thus removed, tampered with, altered or damaged which is located on the property serviced by said meter.

Removal, tampering, alteration and/or damaging as described in the preceding paragraph shall be a ground for termination of service to said meter.