

RULES AND REGULATIONS

Pursuant to Section 61-16.1-09 of the North Dakota Century Code, the Board of Managers of the Greater Ramsey Water District (hereinafter referred to as Board) hereby adopts the following Rules and Regulations of the Greater Ramsey Water District water system (hereinafter referred to as GRWD). The Board may, from time to time, amend and revise such Rules and Regulations, as it deems necessary to continue the efficient operation and management of the system.

I. OBJECTIVES:

- A. To conduct the business affairs of the GRWD in a manner that will result in a successful and efficient operation.
- B. To treat all water users alike with respect to recurring situations.
- C. To provide high quality service to the water users of the GRWD at the lowest possible cost, consistent with sound business practices.
- D. To make known to the water users the rules and regulations of the GRWD.
- E. To create a favorable image among the water users and general public.
- F. To promote the maximum beneficial utilization of water among the users.
- G. To represent at all times the interests of the water users in a fair and equitable manner.

II. DEFINITIONS:

Member: All water users who meet the requirements of these Rules and Regulations shall be members of GRWD.

Main Line: Pipeline generally paralleling public right-of-way and section lines and making up the supply and distribution system of GRWD. Mainlines will generally be located such that it serves or may serve more than one user.

Service Line: The pipeline running from the main line to the curb stop.

Water Service Connection Point: The point at which the water user's private system is connected to the curb stop.

Residential Development: A tract of property that has been properly subdivided into residential lots for resale to individual homeowners.

Yard Area: The area of a farmstead, rural residence, cabin, place of business, commercial feedlot, house lot, or other accepted and approved service location which contains buildings, fences, wells, buried pipes, buried wires, sewers, or other obstructions such that the installation of buried waterline by large high production trenchers or plows is rendered impractical or very difficult.

Tenant: A person paying the water bill for a water service location on property not owned by that person. Tenants desiring service will need a completed water users agreement and waterline easements completed by the property owner.

Restricted flow user: The flow of water from the water service connecting point must be restricted to a flow of 5 gpm.

Unit of water: The unit of water measuring 12,000 gallons per month. A unit of water applies to Expansion Initial, Expansion Late and Ramsey County Rural Utility – user classes of applicants and is used for design and to establish the minimum monthly charge of such classes of applicants. Initial and late applicants are exempt from the use of the units of water used to determine the minimum monthly charge.

Temporary Disconnect: Any interruption of water service not of a permanent nature.

Constant Flow: Uniform delivery of water throughout a 24-hour period by using a flow restrictor device.

III. TYPES OF USERS:

GRWD will maintain membership lists in its files. Water users shall be classified according to the type of water service connection. All changes in water user type must be processed through the GRWD's office. The types of water users shall be classified as follows:

Standard User: A water user hook-up located on the member's property and being allocated 1 unit of water.

Non- Standard User: A water user hook-up located on the member's property and being allocated more than 1 unit of water and up to 3 units.

Expansion Pasture Tap User: Pasture taps cannot have any permanent plumbing fixtures plumbed after the water service connecting point. Pasture taps are restricted flow users.

Pasture Tap User – Shallow Meter pit: Pasture taps - smp may have permanent plumbing fixtures plumbed after the meter assembly. SMP'S must be constructed in such a manner that the meter assembly is located outside of the structure being served. The meter assembly shall be no greater than 1' below the existing ground grade and protected by the means of a decay resistant box with an access lid. The assembly must be removed prior to freezing temperatures. SWP's are allowed for seasonal cabins and campers.

Contract User: A water user hook-up will be provided service based on a Water Purchase Contract. A Water Purchase Contract shall negotiated between GRWD board and the user.

In the event there is any question as to the classification of a water user, the Board shall retain the right of determining the class.

A standard user may be reclassified to a non-standard user under the following conditions:

1. The monthly use of over 1 unit of water over a 6 month period and the use is determined to be detrimental to the system.

2. Serving additional households on the same property through one meter.

IV. APPLICATION FOR WATER SERVICE:

- A. Potential water users will make application for water service, in person or by mail, to the GRWD office.
- B. GRWD may reject any application for water 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 which shall be specified to the applicant.
- C. GRWD may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the premises of the owner have been served water, and have not paid the same, GRWD shall not be required to render service to anyone at said location where the water bill has not been paid, until said water bill has been paid, or until satisfactory arrangements have been made.
- D. For a violation of any of the provisions of these rules relating to application for service, GRWD may at the expiration of seven days after mailing a written notice to the last known address of the water user, require the meter to be returned and disconnect service. If the water user is a tenant, GRWD shall also give notice to the landowner, and provide an opportunity to correct any past due accounts for such service location. If the water user thereafter requests that the meter be reinstalled, the water user shall first pay to GRWD a minimum service charge in the sum of \$25.00 plus actual expenses and install the meter prior to turning on the service. The actual expenses shall be determined by an hourly rate set by the Board
- E. **TENANT AND LANDLORD:** The property owner shall be liable for all charges made to the service location and will be required to pay the charges which are charged to the property service location which are not paid by the tenant or renter before further service is rendered to the said service location.
- F. Developers will be required to submit a plot of the development to GRWD prior to actual application of membership to determine number of memberships needed as describe in Section X. New Residential Developments.
- G. Contract users will be required to sign a Water Purchase Contract prior to final engineering design approval or construction as determined by the Board.
- H. The provisions of these rules governing the suspension of services may be applied by the Board, as they deem appropriate.

V. CLASSES OF APPLICANTS:

Applicants for service shall be classified according to the date of and circumstances surrounding their application as follows:

Initial: An applicant who made a commitment on an application form prior to the initial sign-up deadline of August 15, 1990.

Late: An applicant who made a application after the initial sign-up deadline of August 15, 1990 and who had the opportunity to make application prior to the deadline. A mailing list in the GRWD office dated July 12, 1990 will be used to determine whether applicant had an opportunity to sign-up prior to deadline. This classification

also applies to all applications made after January 15, 1992 and before completion of the GRWD expansion project.

Expansion Initial: An applicant who made a commitment on an application for Ramsey County Rural Utilities Expansion Project prior to the initial sign-up deadline of February 1, 2002.

Expansion Late: An applicant who makes a commitment on an application for Ramsey County Rural Utilities Expansion Project after the initial sign-up deadline of February 1, 2002 and before completion of the GRWD expansion project.

Ramsey County Rural Utility – User: An applicant who made a commitment on an application for Ramsey County Rural Water after construction is complete on all watermains as shown on plans for Ramsey County Water System Expansion Project – as built.

Tenant: An applicant who applies for service at a water user hook-up for which there is already a membership owned by the property owner and who has been given a written authorization from the property owner.

VI. MEMBERSHIP AND HOOK-UP FEES:

The GRWD has established a combination membership and hook-up fee for applicants. These fees shall be non-refundable unless the water system does not become a reality or it is determined by the Board that the hook-up cannot feasibly be served. The combination membership and hook-up fees shall be as follows:

Initial: Applicant received water service under the initial GRWD project- **\$200.00**

Late Applicants: Applicant received water service under the initial GRWD project- **\$300.00**

Expansion Initial: Applicant received water service under GRWD expansion project. - **\$400.00**

Expansion Late: Applicant received water service under GRWD expansion project. - **\$800.00**

Ramsey County Rural Utility – User: Applicants must pay for all materials and labor needed to install waterline to provide proper water service to the applicants property. - **\$800.00**

VII. MINIMUM MONTHLY CHARGE:

A minimum monthly charge will be made to all water users to recover the local cost of the system's distribution system. The amount of the minimum monthly charge will be set by the Board prior to delivery of water to the system. Adjustments in the minimum monthly charge may be made by the Board from time to time to reflect revenue needed for payback.

VIII. METER DEVICES AND INSTALLATION:

Each water service connection in the GRWD system will require a water metering device, a pressure-reducing valve, and a backflow preventor. A telephone based call inbound automatic meter reading system shall be incorporated into GRWD system. The cost of the reader and installation will be borne by the user.

A meter deposit of \$150.00 shall be required of tenants applying for service. This charge shall not apply to those tenant users who paid the initial hook-up fee. The

deposit is not negotiable, does not accrue interest, and can be redeemed only at the GRWD office, provided all amounts due and owing GRWD are paid in full and service is discontinued to that water user. Where GRWD finds that the request for a deposit refund is questionable, GRWD may require the applicant for refund to produce the deposit receipt properly endorsed.

GRWD will furnish each standard user with a $\frac{3}{4}$ inch X $\frac{5}{8}$ inch meter, a $\frac{3}{4}$ inch pressure reducing valve, and a $\frac{3}{4}$ inch backflow preventor. The details of the connection for contract users will be described in the Water Purchase Contract. All water users except **PASTURE TAP- SMP** shall provide a suitable frost-proof place for a meter on the water user's premises; all meters shall be unobstructed and accessible at all times for reading.

GRWD reserves the right to require the installation of a meter pit at any water service connection to facilitate operation and maintenance of the system.

GRWD will furnish each non-standard user with a proper sized meter in accordance with units of water being used, pressure reducing valve, and backflow preventor. The details of the connection for contract users will be described in the Water Purchase Contract.

GRWD will furnish each contract user all metering equipment as stated in the water purchase agreement.

GRWD will furnish each expansion pasture tap user with a proper sized meter in accordance with units of water being used, pressure reducing valve, and backflow preventor. GRWD reserves the right to require the installation of a meter pit at any water service connection to facilitate operation and maintenance of the system.

IX. NUMBER OF SERVICES PER METER:

Each permanent residence or business facility, which has separate property ownership will require one combination membership and hook-up fee, have one meter, and pay one monthly minimum charge. **THIS IS A STANDARD USER.**

Out-buildings on farmsteads, and homes located on the same property may receive service through one meter located at an adjacent water service connection. The property owner will be responsible for all trenching, pipe installation, and plumbing past the water service connection point. **THIS IS A NON-STANDARD USER.**

When two or more meters are installed on the same premises for different water users, they shall be closely grouped and each clearly designated as to which water user it applies.

GRWD reserves the right to refuse service unless the water user's line or piping are installed in such a manner as to prevent cross-connection, or backflow from other sources.

X. NEW RESIDENTIAL DEVELOPMENTS:

- A. Applicants for service which are planning a new residential development will be required to pay for system improvements needed to provide the necessary water capacity. The developer will provide the necessary service lines and distribution system within the development area. These improvements will be dedicated to GRWD when construction is complete. The developer must supply a 2 year warranty on parts and labor for all system improvements needed to provide the necessary water service.
- B. The developer will be required to provide a membership if a guarantee of capacity for all lots within the subdivision is desired. The manager, engineers and board of directors will determine the number of memberships needed and the monthly base for each membership to guarantee the capacity needed for the development area. If no guarantee is desired, the development area will be served on a first come, first served basis.
- C. Plans and specifications for the distribution system provided by the developer must be approved by the GRWD project engineer and applicable State agencies.

XI. GRWD'S RESPONSIBILITY AND LIABILITY:

GRWD shall not be liable for damage whatsoever resulting from water or the use of water on water user's premises unless such damage results directly from negligence on the part of GRWD. GRWD shall not be responsible for any damage done by or resulting from any defects in the piping, fixtures, or appliances on the water user's premises.

GRWD shall not be responsible for negligence of third persons or forces beyond the control of GRWD resulting in any interruption of service; nor shall GRWD be liable for damage of any kind whatsoever resulting from snow melt or rain water runoff.

- A. For standard water users hook-ups whose service connections are included in the engineering plans, GRWD will install a service line from its main line to a point within 75 feet of the water meter installation, at which point the GRWD will install a curb stop. The location of the curb stop will be determined by the project engineer in consultation with the property owner.
- B. For "late" water user and "Ramsey County Rural Utility User" hook-ups whose service connections are not in the engineering plans, GRWD will provide the meter assembly as described in Section VIII(C) for installation by the water user or licensed plumbing contractor. The water user shall be responsible to pay for all other materials and labor involved with the service connection. The materials used to connect to the existing main must be purchased from GRWD.
- C. For "contract" water user hook-ups, the details of the connection will be described in the Water Purchase Contract

XII. WATER USER'S RESPONSIBILITY:

- A. Piping on the water user's premises must be arranged so that the connections are conveniently located with respect to GRWD's lines or mains. The water user shall furnish, install, and maintain the portion of the service line from the curb stop to the

water user's metering point. GRWD will furnish to each water user a meter assembly, including meter, remote meter readout, pressure reducing valve, and a backflow preventer. Installation of each of these items shall be the responsibility of the water user and installed according to specifications furnished by GRWD.

- B. All classes of applicants will responsible for maintaining the portion of the service line from the main line to the meter, excluding the curb stop and box. To determine where the responsibility lies if a problem is encountered within this area , GRWD will turn the curb stop off. If the leak stops, it shall be the user's responsibility and if the leak continues, it shall be GRWD's responsibility.
- C. If the water user's piping on water user's premises is so arranged that GRWD is called upon to provide additional meters, each place of metering will be considered as a separate and individual membership.
- D. The water user shall provide a suitable frost-proof place for a meter, except pasture tap-SMP and shall furnish and maintain shutoff valves on both sides of the meter equipment.
- E. The water user's piping and apparatus shall be installed and maintained by the water user and at the water user's expense, in a safe and efficient manner and in accordance with GRWD rules and regulations and in full compliance with the sanitary regulations of the ND State Health Department.
- F. The water user shall guarantee that GRWD property be placed on the water user's premises and shall permit access to it only by authorized representatives of GRWD.
- G. In the event that any loss or damage to the property of GRWD or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the water user, his agent, or employees, the cost of the necessary repairs or replacement shall be paid by the water user to GRWD and any liability otherwise resulting shall be assumed by the water user.
- H. The amount of such loss or damage or the cost of repairs shall be added to the water user's bill and if not paid, services may be disconnected by GRWD.
- I. Water furnished by GRWD shall be used according to the classification of the water user. The water user shall not sell water to any other person.
- J. In regard to watering livestock, the water user may be required to provide a constant flow valve or other device acceptable to GRWD, so that water will be more uniformly delivered to the livestock throughout a twenty-four hour period. This policy may also be applicable to water users using water for spraying or other high water usage, which cause undo hardship to other members of GRWD.
- K. The water user shall maintain the setting of the pressure reducing valve at not greater than 45 psi.

XIII. METER READING - BILLING - COLLECTIONS:

- A. Billing will be done on a calendar month basis by GRWD. Each water user will read their meter on the first day of each month and remit the reading on the monthly bill card along with payment due indicated on the card, for water used in the prior month, to the GRWD office or it's agent. GRWD will use this meter reading to calculate the next month's charges, according to the approved rate schedule established by GRWD.

- B. During the initial construction of the system, each water user shall be notified in advance of the time water service will be available. The minimum monthly charge for service commences at the beginning of the first full month after water is available at the water service connection point whether any water is used or not.
- C. If GRWD is not involved in providing funding for installation of the water service line for the water user, minimum monthly charges for water service shall not commence until the meter is received by the water user, or their designee, from the GRWD office. The minimum monthly charge shall be prorated for the month the meter is received.
- D. A remote meter readout device will be installed by the water user, however, in the event that a difference occurs in the amount of water use recorded by the remote readout device versus the meter, the reading on the meter shall govern.
- E. Water bills shall be considered delinquent after the 15th day of the month for services billed. All delinquent bills are subject to a ten dollar (\$10.00) late charge. After two months of unpaid utility bills, water service will be subject to disconnection and GRWD will send a disconnect notice to the water user and to the property owner if the water user is a tenant. Approximately ten (10) days will be allowed from the date of the disconnect notice for full payment to be received by GRWD. When deemed necessary to make a trip to obtain a meter reading for billing purposes, a service charge shall be added to the water user's bill.
- F. Readings 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 for the same or different services. Estimated bills will be rendered for water users who fail to submit a meter reading when required. A charge of five dollars (\$5.00) shall be applied to customers billing for each time that a meter reading is not provided by the due date. If a reading is not supplied to GRWD for two consecutive billing cycles, GRWD may deploy personnel to obtain the reading. The cost to obtain the reading shall be borne by the user and will be calculated by the approved rate schedule for a service call.
- G. GRWD shall verify all meter readings at least annually. GRWD may obtain readings as often as it feels necessary.
- H. Hi-lo pressure gauges may be installed in service lines to assist system management to monitor system hydraulics.
- I. GRWD may use whatever means available to them to effectuate recovery of bad checks received for payment of water bills, materials and supplies, or any other services performed by GRWD. Such accounts will be treated as delinquent accounts and the charges applicable to such accounts will be charged. Additional expenses incurred by GRWD to make payment good will be borne by the water user. A charge of twenty-five dollars (\$25.00) shall be charged on all checks returned from the bank.
- J. GRWD may refuse personal checks for payment of amounts due from water users who have established an unreliable payment record; or GRWD may require a security deposit (which will not accrue interest) in an amount sufficiently equal to three month's average bills. As a requirement of membership, GRWD reserves the right to check credit references before accepting application for service, renewing service, or to continue water service.

XIV. CHANGE OF OCCUPANCY/TRANSFER OF MEMBERSHIP:

- A. Not less than seven (7) days notice shall be given by the water user to GRWD office in person or in writing, to discontinue service or change occupancy.
- B. 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.
- C. In the case of the property being sold, or ownership transferred, the GRWD membership and water service connection will remain with the property. A member selling property on which a service connection is located shall relinquish his or her membership in GRWD. A member may transfer his membership to a new property location only upon prior approval of the Board.

XV. ACCESS TO PREMISES - EASEMENTS - CROP DAMAGES:

- A. Duly authorized agents of GRWD shall have access, at all reasonable hours, to the premises of the water user for the purposes of installing or removing GRWD's property, inspecting piping, reading or testing meters, or for any other purposes in connection with GRWD's service and facilities.
- B. Each water user shall grant or convey, or shall cause to be granted or conveyed, to GRWD, a permanent easement and right-of-way for GRWD water facilities and lines, so as to be able to furnish service to the water user and other members.
- C. If GRWD obtains an easement through condemnation, all costs incurred for said condemnation will be attached to the parcel and must be paid prior to any membership being accepted by GRWD on such parcel. For any portion of parcel involved in condemnation proceedings, the amount of payment toward condemnation cost will be determined on a per foot basis.
- D. GRWD will reimburse for crop damage resulting from the construction of GRWD expansion project features. GRWD will pay crop damages resulting after the project feature is constructed, in operation, and the warranty period covered by contract documents has ended. Compensation shall be based upon the crop damage schedule as adopted by motion of the board of directors. If a landowner is in dispute of the crop loss payment, he or she may submit the documentation to support the amount of loss for final board review.

XVI. CURB STOPS - RELOCATIONS - WET TAPS:

- A. The following conditions will prevail for "late" applications and GRWD-user involving extension of main lines. (Mains will only be extended for standard and contract user hook-ups.) GRWD reserves the right to make the final determination as to whether or not the application for service will be approved.
- B. Request for relocation of GRWD's facilities to accommodate the needs of members or others shall be done only if there is an agreement entered into which provides that the cost of such relocation is borne by the beneficiaries of such relocation.
- C. Any new connection to be made to GRWD's water lines, where there is not an existing curb stop, or the previously installed water line and curb stop were not kept serviceable due to a termination of membership, will be termed a "wet-tap" hook-up. Wet-taps shall be accomplished by the use of GRWD approved material, installed by qualified workmen, and then only in the presence of GRWD personnel.

- D. GRWD will provide the tapping saddle, and curb stop assembly for the wet-tap. The new member, however, is responsible for the cost of this equipment plus the cost of installation.
- E. Prospective members requesting service from a service line already in service may not proceed until it has been determined by GRWD that an adequate supply and capacity is present.

XVII. COMPLAINTS - ADJUSTMENTS

- A. If the water user believes his or her meter reading to be in error, he or she shall present his claim at the GRWD's 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 water user may pay such bill under protest and said payment shall not prejudice his claim.
- B. Meters will be tested at the request of the water user upon payment to GRWD of a meter testing fee of twenty-five dollars (\$25.00), provided, however, that if the meter is found to be over or under-register beyond three percent (3%) of the correct volume, no charge will be made.
- C. Without written authorization, the water user shall not break the meter seal. GRWD may test or cause to be tested a meter with a broken seal. The water user may be subject to pay the actual cost to GRWD of making such test.
- D. All adjustments to a member's monthly bill must have prior approval by the manager.

XVIII. SUSPENSION OR TERMINATION OF SERVICES:

- A. When services are permanently discontinued and all bills paid, the meter deposit, if any, will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by GRWD toward settlement of the account. Any balance will be refunded to the water user but if the deposit is not sufficient to cover the bill, GRWD may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills shall constitute a disconnection and will be restored only after bills are paid in full and provided water capacity is still available. Payment should include the accumulated monthly minimum charges since the date service was discontinued, any requested deposits, a service charge of twenty-five dollars (\$25.00), and installation charges for each meter reconnected.
- D. When water service is disconnected at the request of the water user, the water user waives his or her rights to membership in GRWD and the rights to water service at the meter location in question. Any application for water service at a later time will be considered and treated as a new membership and will only be served if it is determined that water capacity exists to serve the location, if the user agrees to pay a reconnection cost of either the amount of minimum monthly charges accumulated since the time of disconnection of the meter at the location plus actual reconnection cost.
- E. GRWD reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.

2. Water user's willful disregard of GRWD's rules.
 3. Emergency repairs.
 4. Insufficient supply of water due to circumstances beyond the GRWD's control.
 5. Legal processes.
 6. Direction of public authorities.
 7. Strike, riot, fire, accident, or any unavoidable cause.
 8. To prevent system contamination through an unintentional or intentional cross-connection.
- F. Interruption of service to the members shall be planned whenever practical so that it will be of the least inconvenience to the members, and when possible, shall be planned far enough in advance so that the members may be notified.
- G. GRWD may, in addition to prosecution by law, permanently refuse service to any water user who tampers with a meter or other measuring device.
- H. Any water user whether a landlord or tenant who does not have his or her or its delinquent water account or legal charges paid in full after reasonable notice is given to pay the same by GRWD or its management shall have their membership terminated and any and all guarantee of water service in the future to said location shall also be terminated. Any curb stop to service said location shall be disabled. Sixty day notice to pay up to the water user shall be considered reasonable notice. Any future application for water service at the terminated membership location shall be treated as a new membership application.

XIX. THEFT OF SERVICES:

Consumers using water :

- a. Without installing a meter assembly furnished by GRWD.
- b. Tampering with meter to interfere with meter performance and accuracy.

Shall be Subject to:

- 1) Automatic fine of \$1000, which is to be paid with 72 hours after notification. Service shall be terminated if the fine is not paid in full.
 - 2) Second violation will result in automatic termination of membership and water service.
- A. Consumer shall be subject to \$1000 fine for turning on consumer's curb stop valve after service had been shut-off for nonpayment of past due account, including conditions listed in under XIX suspension or termination of service.
- B. Fine must be paid within 72 hours after notification. Service shall be terminated if fine is not paid in full.
- C. Second violation will result in immediate termination of membership and water service.
- D. Consumers shall be subject to \$100 fine for serving additional households on the same property or consumers through one meter without prior permission from GRWD.
- E. Fine must be paid within 72 hours after notification. Service shall be terminated if fine is not paid in full.

- F. The board of directors has the option to increase the amount of any of the penalties in cases they determine to be more flagrant than others.
- G. The board of directors also reserves the right to completely disconnect a member who flagrantly violates the rules and regulations of GRWD.
- H. The board of directors and management reserves the right to uses prudent discretion in enforcement of all penalties and collection of delinquent accounts.
- I. All terminated memberships will forfeit all rights to GRWD and be subject to fines and penalties according to GRWD's Rules and Regulations.