

**RULES, RATES AND
REGULATIONS**

FOR THE OPERATIONS OF

**JERSEY COUNTY RURAL WATER,
INCORPORATED**

BE IT RESOLVED, by the Board of Directors of Jersey County Rural Water Company, Incorporated (an Illinois Not-For-Profit Corporation), hereinafter called Company, as follows:

SECTION 1 – APPLICATION FOR SERVICE

Water services shall be furnished only to Company members signing a Water User’s Agreement and filing it with the office of the Company. The following guidelines for new applicants shall be met:

- A. All applicants for new water service shall be approved for service unless the Board of Directors can and does find that the following standards of qualifications are not fulfilled and met for the location and the person or entity in each application for water service:
 - a. Water is available.
 - b. Applicant is capable of following the Company By-laws and Rules and Regulations. The Board of Directors shall have final authority concerning the granting of water service to each Applicant within its sound discretion based upon the aforesaid standards; furthermore, the Board of Directors shall deny water service to all Applicants who fail to comply with any of the aforesaid standards.
 - c. Applicants must provide proof of ownership for the property in question and a valid photo identification.
- B. Applicants signing a rental contract are bound in like manner as owners to the Rules and Regulations prevailing at any given time.

SECTION II – INITIAL CHARGES AND MINIMUM CHARGES

The rates as shown in the rate schedule shall be paid by each member who has signed the Water User’s Agreement, with a minimum bill beginning at the time the Company makes the water service available to the member, regardless as to the date the customer begins using water. Said minimum is due and payable for the entire period of the Rural Economic Development loan held by the Jersey County Rural Water Company, Incorporated. The current tap-on fee, payable per meter, as represented by current rate schedules, shall be charged for each service. Larger meters for purely non-commercial agricultural or residential purposes are available upon request and are at a higher rate. The connection fee for any meter is payable at the time of sign-up. In addition to the above charges, a security deposit to guarantee payment of water bills shall be required by all users. The amount of security deposit is \$100.00 for property owners and \$200.00 for renters. The amount of the security deposit may be changed and may be applicable to any user. The security deposit shall be returned to the payer, or his estate, without interest, upon termination of water service and after all accounts of the payer have been paid. A customer may have a meter removed, which releases them from the minimum bill, for a one-time fee of \$75.00.

SECTION III – COMPANY’S RESPONSIBILITY AND LIABILITY

- A. **OWNERSHIP, INSTALLATION AND MAINTENANCE**

The Company shall install, own and maintain the complete water system, water mains, and service lines to the property line or mutually agreed upon location, subject to the Board of Director’s determination that a particular service is economically feasible to install. The Company shall furnish, install, maintain and own the meter. The meter may be located on the member’s premises as determined by a duly authorized representative of the Company. The meter must be located at a point where it is readily accessible to the Company.
- B. **REFUSAL OF SERVICE**

The Company may at any time refuse additional service(s) to any applicant if in the judgment of the Board of Directors the capacity of the system will not permit such use.
- C. **LIABILITY**

All water service supplied by the Company shall be upon the express condition that the Company shall not be liable, nor shall any claim be made against it for damages or injury caused by reason of shutting off water for repairs, relocation, or expansion of any part of the system or failure of any part, or for concentration of water for such purposes as fire fighting or restricted use of water.
- D. **USE OF WATER ON MEMBER’S PREMISES**

The Company shall reserve the right to use the water from the member’s facilities at any time deemed necessary. No charge shall be made by the member for use of his facilities and no charge shall be made by the Company for the water used by the Company.

SECTION IV – MEMBER’S RESPONSIBILITY

- A. **INSTALLING AND MAINTAINING SERVICE LINES**

The member shall be responsible for installation and maintenance of service lines between the meter and his residence, farm, or business. Such service lines must be at least ¾” in diameter, and must be installed at a minimum depth of 36 inches. Service lines must have a minimum working pressure rating of 160 psi at 73.4 degrees Fahrenheit and must be constructed of one of the following types of materials: copper (Type K), polyvinyl chloride (pvc), polyethylene, or polybutylene. A thermal expansion tank is recommended inside customer’s residence due to the dual check valve in the meter setter. The member will not connect any service line to any other water source. The service line must meet any requirements of the State of Illinois Environmental Protection Agency and Illinois Plumbing Code.

B. PROVISION FOR LOCATION OF METER

The member shall permit the meter to be located upon his property, normally within 5-10 feet of the property line or a mutually agreed upon point. If the meter is to be placed on the same side as the main water line, it will be placed with 10-20 feet of service line inside the property line. Any footage over 20 feet will be at the expense of the customer. If the meter is not on the same side as the main water line, it will necessitate meter installation with a road bore. Said road bore will include no more than 100 feet from the main water line. Any additional footage above the stated 100 feet from the water main line will be charged to the customer at the rate applicable at time of installation. If the property frontage is not readily accessible to a water main, a water main extension will then be installed at the customer's expense after review by Jersey County Rural Water Company, Incorporated manager with an appropriate job estimate. Said main extension must also have the approval of the engineer, the Board of Directors, the Environmental Protection Agency with appropriate written permits, and all required legal easements, with the meter being installed on the customer's property as stated above. After installation, said water main becomes the property of Jersey County Rural Water Company, Incorporated. A surcharge will be placed on the main line extension as per Section V of this book. Customer, at all times, hereby authorizes Jersey County Rural Water Company, Incorporated, its employees, agents, and assigns, access to the water meter and shall not block and/or deny Jersey County Rural Water Company, Incorporated's access to the water meter. In the event customer blocks or denies such access to the water meter, it shall be deemed a violation of these Rules and Regulations.

C. CROSS CONNECTIONS

A cross connection being defined as any connection or structural arrangement between a public or consumer's potable water system and a system of lesser quality through which a backflow can occur.

1. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered cross connections. The air gap, the atmospheric vacuum breaker, and the reduced pressure principle backflow preventor are the only methods approved for use in Illinois public water supply systems. The air gap completely removes the cross connection and is the preferred method of control. Yard hydrants and outside faucets must be protected with vacuum break devices. The majority of new services installed since 1995 have dual check valves in the meter setter and can create thermal expansion. It is a

requirement of Illinois Plumbing Code that all customers must have a thermal expansion tank.

2. The Jersey County Rural Water Company will send out cross connection surveys every three years to protect its customers from possible contamination. A company representative or contractor will inspect the surveys to see if a physical inspection should be done as determined by the survey. Failure to complete the survey will result in terminations of water service until compliance is met. If the company representative or contractor requires a physical inspection it must be done by a licensed cross connection expert/plumber and failure to comply with this inspection will result in termination of water service. This inspection must be paid for by the property owner and must be done in a reasonable period of time at requested by the company. If the cross connection control expert finds connection violations, the violations must be corrected and reported to the Jersey County Rural Water Company in a timely manner if requested, a follow up inspection by the cross connection expert at customer's expense. Failure to correct violations in a timely manner will result in terminations of water service. The cross connection control program is mandated by the Illinois Environmental Protection Agency under Title 35, Subtitle F, and Chapter II-Subsection H. Mandatory reporting of backflow contamination is required to the Jersey County Rural water Company immediately, so proper measures and notification can be followed. The Jersey County Rural Water Company also reserves the right to test any water source on the member's property at any time.

D. MULTIPLE FAMILY DWELLINGS

Any apartment or mobile home park owner has the option of paying a minimum bill at the prevailing rate, with an additional minimum bill for each residence (the number of which will be confirmed by the Manager), plus the water used charge; or paying an installation fee and deposit at the prevailing rate for each residence, which would cause each resident to receive their own water bill.

E. EASEMENTS

The member (as Grantor), by signing the Water User's Agreement gives Company, its subsidiaries, agents, assigns, bulk water suppliers and/or any entity which Jersey County Rural Water Company, Inc. has an equitable Interest (as Grantee), any necessary easements and right-of-way as necessary to allow for the purposes of construction, repair, maintenance, meter reading, or relocation of water service/water mains. The necessity for easement shall be determined by the Board of Directors.

F. DAMAGE TO COMPANY PROPERTY

No person shall tamper, adjust, damage or in any manner interfere with the components or operation of the water system owned by the Company. The shutoff valve on the meter shall be OPENED ONLY BY A DULY AUTHORIZED COMPANY REPRESENTATIVE. Penalty for tampering, damaging, adjusting, or in any manner interfering with the components or operation of the system shall be up to \$500.00 payable to the Company. If the penalty is not paid within 30 days after the amount is determined, the Company shall shut off the water service. The amount of the penalty shall be determined by the Board of Directors. In addition to the penalty, the member responsible shall reimburse the Company for the actual cost of repairing any damage arising from the person's act. Members shall report any known evidence of tampering, adjusting, damaging, or interference with the operation of the system owned by the Company, to a representative or the Board of Directors. Any malicious act or damage to the system that is not appropriately punishable by the foregoing shall be prosecuted through a court of law.

G. SPECIFIED USES OF WATER

Water purchased from the Company may be used for ordinary domestic, industrial or farm use upon the premises of the member provided:

1. No member shall resell or permit the resale of water purchased from the company.
2. If more than one family unit is located upon the premises, then the Member shall make application for each family unit. A separate shutoff valve, meter, and service line shall be installed for each family unit.

H. VIOLATION OF THE RULES AND REGULATIONS

In the event that a member violates any rules and regulations of the Company, or regulations of the Illinois Environmental Protection Agency or in any manner causes the water supply of the Company not to be assuredly safe in quality, clean, adequate in quantity, and of satisfactory mineral character for ordinary domestic consumption, he shall have his water service immediately disconnected by the agents or employees of the Company until the Board of Directors shall have the authority to continue with the disconnection of the member's service until an expulsion of membership is decided upon with the power of decision being with the Board of Director's vote on the matter. Further, the Company shall not be liable for any damages caused by the disconnection of water services as aforesaid.

I. CONDUCT RESULTING IN THE EXPULSION OF MEMBER

In the event that a member's conduct is determined unanimously by the Board of Directors to be offensive, abusive, threatening, malicious, violent, or harmful towards the general welfare of other members or employees of the Company, the Board of Directors shall terminate the

aggravating member's membership, disconnect the aggravating member's water service by the agents or employees of the Company, expel the member, and ban the expelled member from Company property. Further, the Company shall not be liable for any damage caused by the disconnection of water services as aforesaid.

SECTION V – EXTENSION OF MAINS

- A. **DETERMINATION OF THE BEARER OF EXTENSION EXPENSES**
The Board of Directors shall first determine if an extension of a water main is economically feasible based on the estimated cost of the extension and the number of existing potential users that will use water along the extension. If the extension is economically feasible and an Environmental Protection Agency permit is obtained, then the Company may install the extension at the expense of the potential members, with the understanding that if future customers tap on at a later date a surcharged beyond the normal installation fee will be charged for a period of ten years after the line extension and a pro-rated refund will be given to the original customers as to the terms of their surcharge agreement.

Land developments and subdivision developments are not subject to a surcharge refund. The Company shall not approve any extensions to an undeveloped area such as a subdivision being developed or a land development company operating unless there are sufficient existing residents or businesses to make the extension economically feasible.

- B. **REQUIREMENTS FOR NON-COMPANY EXTENSION INSTALLATION**
1. The Company must approve all plans and specifications for any extensions and an Engineer must determine pressure and flow and give approval.
 2. Applicant must present a set of plans by an Illinois Registered Engineer with flow calculations and obtain an Environmental Protection Agency new construction permit.
 3. Ownership, right-of-way, and title must be conveyed to the Company for all extensions installed by anyone other than the Company. The Company will maintain the lines thereafter.
 4. Easements or utility easements in the name of Jersey County Rural Water Company, Inc. must be obtained by the customer at his own expense, and must be filed in an appropriate legal fashion.
 5. No extension will be permitted if in the opinion of the Board of Directors, the Environmental Protection Agency, and the Engineer, the system does not have the necessary capacity to service the proposed extension or the Board of Directors and/or Engineer deems it not feasible.

6. Any main extension will be at least 4 inches or larger diameter pipe with a 200 psi rating. A 12 gauge insulated solid copper wire is also required.
7. All service connections to a water main will be done by the Company after payment of a tap-on fee.
8. Material used on extensions must be approved PRIOR to installation by a representative of Jersey County Rural Water Company, Inc. A spec sheet may be obtained at the Company office.
9. Any main extension done by other than a Company employee must be inspected by an authorized representative of the Company at a rate of \$37.50 per hour, to be paid by the line installer.
10. Surcharge refunds are not applicable to subdivision developments or land developments. A surcharge refund will be given to non-company extensions if not a subdivision or land development, based on paid receipts of cost, but will not exceed the Company bid.

SECTION VI – CHANGE IN OCCUPANCY

A. NOTICE TO COMPANY

Any member requesting a termination of service shall give notice to the Company prior to the time such termination of service is desired. The meter shall be read by the Company and the member will be billed. The person assuming the responsibility for the land, whether owner or renter, will pay the applicable deposit and sign a contract.

SECTION VII – PAYMENT OF BILLS

A. DATE DUE

The meters will be read by a Jersey County Rural Water Company, Inc. employee approximately every 30 days. If weather conditions or other circumstances prevent the reading of the meter the reading will be estimated by Jersey County Rural Water Company, Inc. Water bills are mailed by First Class Mail and will be delinquent the day after the due date printed on the bill. If the due date falls on a Saturday, it will be due the Friday before. If the due date falls on a Sunday, it will be due the Monday after. Failure to receive a bill does not relieve the customer of obligation to pay the bill by the due date. If the customer does not receive a bill, he/she may call the office and determine the amount owed and the due date. If the customer is unable to meet their financial obligation by the due date, the customer must contact the Clerical Supervisor or

Company Manager to make arrangements. If arrangements are not made on or by the due date of the current bill, Jersey County Rural Water Company, Inc. will not accept less than payment of all past due, current and delinquent charges in order to restore water service. If the customer is not a customer in good standing, or has had prior payment arrangements, Jersey County Rural Water Company, Inc. is not obligated to make further payment arrangements. If a customer has a major leak, they may contact the office in order to make payment arrangements in a manner acceptable to both the customer and Jersey County Rural Water Company, Inc.

B. DISCONNECTION CHARGES

Water bill is due and payable by the date printed on each monthly bill and is considered past due if payment is not in the office by the end of the business day. Payments received in the night drop at the beginning of the business day will be considered paid on the previous day. There will be a (10%) ten percent late fee added to any unpaid balance after the due date. A late notice reminder postcard will be sent five (5) days after due date stating that the service will be disconnected on the 11th day past the due date. On the 11th day there will be a delinquent fee of \$65.00 in addition to all past due and current charges payable at the time of disconnection. If the 11th day falls on a Friday, weekend or Holiday the service will be disconnected on the next business day. If the account remains unpaid on the 11th day the service will be subject to disconnection and will not be reconnected until the past due amount including all late fees, the current bill and the delinquent fee are paid in full and the account is brought to a zero balance. All payments received after the disconnection procedure has begun will be in cash or money order – absolutely no checks will be accepted whether written by the customer or by another individual.

C. DISCONNECTION PROCEDURES

On the 11th day delinquent a Jersey County Rural Water Company, Inc. employee will be sent to disconnect water services. No arrangement can be made with said employee, nor will said employee discuss the account with the customer. Customers must contact the office of Jersey County Rural Water Company, Inc. in order to rectify the account. No payments may be accepted by the field employee. There will be no reconnection of services made after regular working hours (Monday – Friday 8:00 a.m. to 4:45 p.m.). There will be no exception to this rule as the on-call field employee has no access to customer records in order to make determinations on the account. If the disconnected customer makes a payment in the night drop without indicating whether or not the water is to be turned back on by a Water Company employee as well as unlocking the meter, the Water Company bears no responsibility for completing the transaction. If the night drop payment is not a payment in full of past due, current and delinquent fees thereby bringing the account to a zero balance,

the Water Company bears no responsibility for restoring water service. Night drop payments do not release the customer from the delinquent fee.

D. THIRTY (30) DAYS DELINQUENT

Water bills remaining unpaid (30) days after due date will constitute a lien upon the real estate or other appropriate legal action. Should there be any damage to the Water Company property relating to the disconnection of water services, the Water Company will pursue prosecution of parties involved.

E. RETURNED CHECK POLICY

Checks returned for any reason shall cause an account for which the check was accepted to be unpaid and subject to disconnection. Appropriate collection procedures and charges will be instituted to collect such account and charges, plus thirty-five (\$35.00) penalty fee for the returned check, plus any bank service charges made. A returned check will be held until the total amount due has been paid by cash or money order. After two returned checks, the member will pay only with cash or money order.

F. METER TESTING

Meters will be tested on a routine basis consistent with American Water Works Association procedures at no cost to the user. Tests will be made in accordance with accepted standards. The Company may remove and test meters at any time it deems desirable.

G. RENTER/OWNER WATER BILL RESPONSIBILITY

The land owner is ultimately responsible for any and all water bills incurred on the property. Jersey County Rural Water Company, Inc. will attempt to retrieve payment from account holder, however, if payment is not received, the land owner will be billed. Should the land owner remain delinquent 60 days after the land owner is billed, a lien or other appropriate legal action will be filed on said property. If the land owner owns more than one property served by Jersey County Rural Water Company, Inc., all memberships in that land owner's name will be disconnected and the memberships will be null and void. The Jersey County Rural Water Company, Inc. reserves the right to refuse service to any member who violates the Rules and Regulations of Jersey County Rural Water Company, Inc. in any way. Any bill remaining on an account, whether owed by the previous or current resident, must be paid before water service will be restored.

H. DAMAGING/DESTROYING COMPANY PROPERTY

Any customer who damages or destroys Jersey County Rural Water Company, Inc. property is subject to prosecution. It is a federal offense to tamper with Water Company property. A \$500.00 fine plus damages and expenses will be assessed to anyone damaging or destroying Water

Company property. The Water Company will prosecute to the fullest extent of the law. Service at the address in question will not be restored until all expenses associated with the tampering, damaging, destruction or otherwise altering Jersey County Rural Water Company, Inc. property, water bills both past due and current and delinquent fees have been paid in full. Jersey County Rural Water Company, Inc. reserves the right to refuse service.

SECTION VIII – RATE SCHEDULE

See current rate schedule for approved water billing rates.

SECTION IX – RELEASE OF INFORMATION

Any customer or other party requesting information other than that customer's own account information (which will not be released to another party other than the customer in question) must apply to the Board of Directors for prior permission. The Board of Directors reserves the right to refuse information to outside parties.

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