

GARDNERVILLE WATER COMPANY

Rules and Regulations

[APPROVED & UPDATED: February 11, 2020]

Best Water! Best Service!

Gardnerville
WATER
COMPANY

YOUR WATER COMPANY

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Section I - General Statement

All rules, regulations, rates, charges, fees, programs and resolutions (hereinafter referred to collectively as "Tariffs") of the Gardnerville Water Company, Inc. (the "Utility"), shall apply to water service provided by the Utility to current and prospective Customers located within its service area authorized by the Office of the State Engineer and/or the Public Utilities Commission of the State of Nevada, as amended from time to time. The Utility shall not provide water service to any person or entity which does not comply with all applicable Tariffs, and no director, officer, employee, inspector or agent of the Utility may waive, alter or amend in any respect these Tariffs without the written authorization of the Utility's Board of Directors (the "Board").

When there is a disagreement or dispute related to the application of these Tariffs, or when the application of these Tariffs appears unjust or inequitable, the affected party may petition the Board for relief, citing the Tariff or Tariffs complained of, stating the reason or special circumstances and requesting suspension or modification of the applicable Tariff or Tariffs. The Board may, but need not, find by reason of special circumstances that application of a specific Tariff or Tariffs should be amended, suspended or modified and may, on its own motion and by resolution, amend, suspend or modify such Tariff or Tariffs by stating the reasons or special circumstances for such amendment, suspension or modification.

These Tariffs shall be reviewed from time to time, as determined by the Board, to ensure that they are sufficient to meet the service obligations of the Utility.

September 2016 Revision

Section II - Definitions

The following terms shall have the meanings ascribed to them in this section, which definitions shall apply to the terms herein and in all other Utility Tariffs, programs and the like unless the context otherwise requires:

1. Account: The designation given to a current Customer's billing account but not limited by the change of ownership or tenancy.
2. Annexation: The process of including property within the Utility's certificated service area.
3. Applicant: The person applying for water service, connection or annexation or other consideration by the Utility. An Applicant for connection or annexation must be the Owner of the Premises affected as reflected by the Official Records of the Douglas County Recorder.
4. Application: A written request for water service, connection or annexation to a specific parcel as distinguished from an inquiry as to the availability of, or charges for, such service.
5. Backflow Device: A mechanical device designed to prevent unauthorized water from entering the Utility's system. Reference is made to the Utility's Cross Connection Control Program for further information.
6. Billing Period: The period of time for which a billing is made as designated by the Utility, which need not coincide with the calendar days or months of the year.

7. Building: Any structure or facility containing water consumptive fixtures.
8. Building Permit: The written authorization issued by Douglas County allowing the construction of buildings, improvements, water mains or related facilities or the connection of any building to the Utility's facilities.
9. Commercial or Commercial Enterprise: Any non-profit organization or business operating for profit, whether or not a profit is realized.
10. Commission: The Public Utilities Commission of the State of Nevada.
11. Contractor: Any person duly licensed by the State of Nevada to perform the type of work to be performed by the Utility or its agents.
12. County: The County of Douglas, State of Nevada.
13. Cross Connection: Any actual or potential connection between the Utility's distribution facilities and any water source or system which may cause or potentially cause contamination, pollution or change in water quality.
14. Customer: The person in possession of the Premises served, whether or not the Owner.
15. Date of Presentation: The date upon which a bill or notice is mailed, postmarked or delivered to the Customer by the Utility.
16. Day: A calendar day, as opposed to a business day.
17. Delinquent Account: An account not paid in full within thirty (30) days following the date of presentation.
18. Developer: Any person engaged in or proposing development of real property.
19. Development: A parcel or area of real property being improved and requiring installation of water mains to and on the property.
20. Easement: An acquired legal right for the specific use of land owned by others.
21. Employee: Any individual employed by the Utility exclusive of independent accountants, attorneys, contractors, consultants, engineers and their respective employees.
22. Equivalent Fixture Units: The total number of specific water consumptive devices weighted for public use in commercial or industrial buildings or enterprises compared to the total number of specific water consumptive devices weighted for private use in a typical single family dwelling, which is established at twenty four (24) fixture units.
23. Fee Schedule: That schedule maintained by the Utility reflecting its then applicable rates and charges which the Utility charges its customers for water use, Utility services, annexation fees and other matters. The Fee Schedule is approved by the Board and is subject to change by the Board from time to time.

24. Fixture: A water consumptive device or outlet as defined in the most recent edition of the Uniform Plumbing Code (“UPC”) and connected to the piping of a building connected to the Utility's mains.
25. House Piping: All piping and fittings installed within a building up to and including the last fitting inside or outside the wall.
26. Impact Fee: A fee assessed successful Applicants for a new or modified connection to recover (1) a prorata share of the Utility's investment in existing water facilities and (2) a prorata share of the improvements and alterations to the Utility's existing water facilities and assets and operation thereof.
27. Infrastructure: Means, without limitation, backflow devices, connections, lines, mains, meters, meter pits, pipes, pumps, tanks, valves, and any other equipment or product in any way related to the provision of water service by the Utility.
28. Law: A statute, rule, ordinance or regulation established and enforced by federal, state, county or municipal authorities.
29. Living Unit: Any residence, apartment or other structure to be occupied for habitational purposes by one or more persons and requiring water service.
30. Mains:
 - a. Feeder Main: a water main, regardless of size, which extends from the Utility's existing water facilities to a development but excluding project mains.
 - b. Project Mains: those water mains which are installed specifically to provide service to developments, and generally located within the development's boundaries.
 - c. Public Mains: those water mains which are owned, operated and maintained by the Utility after completion and acceptance by the Utility.
 - d. Private Mains: all water mains not owned and operated by the Utility.
31. Main Extension: The alteration, extension or replacement of water distribution mains and necessary facilities beyond existing mains and facilities of sufficient size and capacity to serve the development exclusive of the mains within a development, but excepting mains through the development designated by the Utility as necessary for the improvement of the Utility's existing facilities or for future developments.
32. Manager: That individual employed by the Utility to oversee and manage the operations of the Utility on a day-to-day basis.
33. May: The word "may" is permissive.
34. Meter Installation: The facility, meter box and related accessories in which the meter is located.
35. Owner: The person who holds legal title to real property served by the Utility.

36. Permit: The authorization issued by the Utility for the connection of a development or building to the Utility's public mains, or to perform work thereon.
37. Person: An individual, partnership, firm, corporation, governmental agency or other organization or entity.
38. Premises: A Customer's property served by the Utility.
39. Service Area: The geographic boundaries served by the Utility.
40. Service Classifications:
 - a. Commercial Service: Service to customers engaged in any business activity, in a profession, in any form of economic or social activity, or service to governmental entities or agencies thereof and for other purposes that do not come directly under any other service classification.
 - b. Emergency Service: Temporary service to provide water to safeguard health and protect property, subject to the conditions governing temporary service, when feasible.
 - c. Irrigation Service: Service used solely for the purpose of irrigation.
 - d. Private Fire Protection Service: Service to customers for which water is delivered to private property through private mains or other Customer owned facilities installed exclusively for fire protection.
 - e. Public Fire Protection: Service for which water is delivered to fire hydrants owned and operated by the Utility for fire protection of the general public.
 - f. Quasi-Residential Service: Service to a residential unit which conducts a commercial enterprise as a secondary use, provided that: i) both the primary and the secondary use are contained within the same structure; and ii) the secondary use is an allowable use within the underlying land use zone as determined by the County.
 - g. Residential Service: Service to a Customer within a living unit.
 - h. Temporary Service: Service for the purpose of excavating, trenching, back-filling, site preparation, grading, construction of developments and subdivisions or commercial projects, and for other purposes incident to the design, building or erection of structures and improvements to real property, or where it is otherwise known in advance that the service will be of limited duration. Temporary Service for non-construction related activities may be arranged between the Applicant and the Utility on a case-by-case basis.
41. Service Connection: The point of connection of the Customer's yard line with the Utility's service lateral at the curb stop valve or meter installation.
42. Service Lateral or Pipe: The connection between the Utility's main and the service connection, including all pipe, fittings and valves necessary to make the connection.

43. Shall: The word "shall" is mandatory.
44. Tariff: The entire collection of the Utility's rules, regulations, rates, charges, fees, programs and resolutions of the Board, however denominated.
45. Temporary Use Permit: A permit issued to a user which allows the permit holder to use water on a temporary basis.
46. Tenant: A person who rents, leases or uses premises owned by others.
47. Yard Line: All piping on the Customer's Premises between the house piping and the Utility's service connection.

September 2016 Revision

Section III - Description of Service

- A. Pressure: The Utility will supply water at the Customer's service connection, dependably and safely in adequate quantities to meet the reasonable needs and requirements of the Customer except that in no sustained, reasonable event should flowing pressures at the Utility's distribution main, under normal conditions, fall under twenty-five pounds per square inch (PSI) nor should the static pressure exceed one hundred twenty-five pounds PSI. During the period of maximum demand at the time of peak seasonal load, the flowing pressure may be no less than twenty pounds PSI and the static pressure may be not more than one hundred fifty pounds PSI.
- B. Quality: Under normal operating conditions, the Utility shall provide water for human consumption and other domestic purposes that meets or exceeds the applicable standards established by law.
- C. Interruption: When emergency conditions are existing or imminent the Utility may interrupt or curtail service for indefinite time periods. The Utility shall endeavor to notify customers in advance of any interruption or curtailment of service due to repairs or other causes, however, advance notice cannot be assured in all cases
- D. Bulk Sale: The Utility may sell water in bulk, such as for water trucks and other equipment, at its office and at other locations as it may determine. The price of such service shall be established by the Board.
- E. Temporary Service:
 1. All prospective temporary water users shall obtain a temporary use permit from the Utility. Generally, a temporary use permit will only be issued upon approval of the potential customer's project and upon full payment of all fees as determined by the Utility as reflected on its Fee Schedule. A temporary use permit will be issued in increments of thirty (30) days. Customers requiring temporary service for periods in excess of thirty (30) days may purchase temporary use permits for longer periods, in advance. A temporary use permit is only valid for the specific project for which the fees have been paid and the permit issued.
 2. No project may receive temporary service for more than six (6) months absent the express approval of the Manager.

3. Upon expiration of the temporary use permit and unless regular service has previously been arranged and approved, the Utility may, without prior notice to the Customer, disconnect service.
4. Upon the occupancy of the building or project, upon issuance of a certificate of occupancy (whether temporary or permanent) by the appropriate governmental entity, or upon the cessation of construction, the temporary use permit will automatically expire. The Utility will not connect regular water service until the Utility has inspected the Premises and full payment for all water used pursuant to the temporary use permit has been received by the Utility. The purpose of the inspection is to verify compliance with the plans presented to and approved by the Utility, and to confirm the number of fixtures within the project.
5. All water used pursuant to a temporary use permit will be charged to the person or entity to whom the permit was issued, at the Utility's then applicable metered rate as set forth in the Utility's Fee Schedule.
6. Temporary water use will be permitted only in conjunction with the use of an approved backflow device installed within three (3) feet of the meter, and before the Customer's first connection. All water used by the Customer must flow through said backflow device. The temporary backflow device shall be subject to the approval of and the ongoing inspection by the Utility, however, the device will be owned, operated, and maintained by the holder of the temporary permit or its designated representative. Only approved backflow devices with current inspection certifications shall be permitted, and water service may be immediately disconnected by the Utility in the event the Customer fails to observe the provisions related to backflow devices or frustrates the intent of this section. Backflow devices are intended to ensure that the Utility's system is not contaminated by temporary users. The Utility shall not be responsible for theft, damage or other loss to the temporary backflow device.

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Section IV - Application for Service

An application is a written or verbal request for service which does not bind the Applicant to take service for a period longer than that upon which the service charge is based; neither does it bind the Utility to serve except under reasonable conditions, after acceptance by the Utility.

- A. Each Applicant wishing to obtain service from the Utility and whose Premises are already connected shall provide:
 1. the name, billing address and telephone number of both the Applicant and the Owner;
 2. the address of the location to be served;
 3. the date that service is desired to begin; and
 4. such other information as the Utility may reasonably require.
- B. If the Applicant is not the Owner, the Owner must acknowledge, in writing, its ultimate obligation to pay for water services provided to the Premises. The Owner shall complete and deliver to the

Utility the Utility's completed "Landlord Tenant Billing Authorization Form." Failure to provide said form will result in all Utility billings being submitted directly to Owner.

- C. Each Applicant shall be required to establish or re-establish credit. Credit shall be deemed established when the party to whom bills are to be sent is the Owner.
- D. Two or more Applicants who join in one application for service shall be jointly and severally liable for payment of bills, but shall be billed by means of single, periodic bills.
- E. The application or the deposit of any sum of money by the Applicant shall not require the Utility to render service until such time as may be reasonably required by the Utility to determine if the Applicant has complied with the Utility's Tariff and as may be reasonably required to install the required water facilities.
- F. The Utility may require a written contract with different terms from Applicants whose usage characteristics require investments in facilities that are atypical or whose water requirements are of a special nature.
- G. A new service application shall be completed no later than seven (7) days after close of escrow following the sale of any property served by the Utility. If the application is not received within that time, a forty-eight (48) hour shut off notice shall be personally served or posted at the Premises. If the required application is not received within forty-eight (48) hours or by the close of the next business day (whichever is later), water service will be disconnected. The reconnection fee provided in Section VII.E. will apply prior to restoration of service.

September 2016 Revision

Section V - Notices

- A. Notice to a Customer shall normally be in writing and will be delivered to or mailed to the Customer's last known address. In emergencies, or when circumstances warrant, the Utility shall endeavor to promptly notify the Customer affected in person or by telephone. A Customer may make notification in writing to the Utility at its office.
- B. An initial notice to disconnect for non-payment shall be personally served or shall be mailed by first class mail to the Customer's billing address on file with the Utility. A second notice shall be served upon the Customer in person at the Premises served or shall be posted on such Premises when personal service cannot be achieved.
- C. Notice of disconnection to third parties may, as a courtesy, be made by the Utility upon the written request of the Owner by mailing a duplicate notice to the address provided by the Owner.

September 2016 Revision

Section VI - Rendering and Payment of Bills

The Utility shall provide bills for service to each Customer for each service location not less frequently than bi-monthly (every sixty (60) days).

A. Procedure:

1. Bills shall indicate the meter reading at the end of the period for which the bill is provided, the date the meter was read, and the volume of water consumed since the previous reading. When the Utility is unable to read the Customer's meter on the scheduled date, the Utility may estimate the Customer's consumption for the billing period subject to adjustment at the time the meter is next read.
2. All volumes of water registered by individual meters serving the same Premises shall be billed separately.

B. Proration of Bills: Service charges are charged (not billed) on a calendar month basis and will not be prorated.

C. Payment of Bills: Bills for service are due and payable upon presentation. Payment may be made at the Utility office or to any representative of the Utility authorized to make collections. At no time will the Utility make demand for, or accept, payment at any physical location other than the Utility's office. Payment of closing bills shall be made at the time of presentation.

D. Responsible Party: The Owner shall be responsible for payment of all bills, regardless of whether a third party was in actual possession of the Premises and regardless of whether the bills were directed to someone other than the Owner.

E. Penalties for Nonpayment:

1. Delinquent accounts shall be assessed a late fee as set forth in the Fee Schedule, plus interest of one percent (1%) per month on all amounts thirty (30) days or more in arrears. Interest shall be compounded monthly.
2. Delinquent accounts that are in arrears for a period of forty-five (45) days or more are subject to disconnection under Section VII.D. Alternatively, in the discretion of the Manager, the Utility may record a lien against the Premises to secure payment of delinquent obligations. All costs related to the preparation and recording of the lien shall be added to the delinquent account, including but not limited to reasonable attorney's fees.

F. Bank Service Charges: A service charge set forth in the Fee Schedule will be imposed on all payments returned for any reason.

G. Remedies Not Exclusive: The remedies provided for herein are not exclusive. The Utility may, in addition to the remedies provided for herein or any combination thereof, utilize all legal means to secure payment of its bill.

H. Items Billed: A bill shall reflect all amounts to be paid by the Customer, including but not limited to, water service and use fees, bank charges, service restoration fees, meter testing fees, etc., when applicable. The Utility may, in its discretion bill items separately.

I. Equal Payment Plan:

1. Upon a Customer having received metered service at the Premises for a period of one year or more, the Customer may elect to be billed in equal amounts as provided for herein.
2. The Equal Payment Plan is available only to residential property owners who directly pay the Utility for water service. Commercial customers and persons renting, or leasing properties are not eligible for this payment option.
3. To determine the amount of the Customer's obligation, the Utility will multiply the amount of all water used at the Premises during the preceding twelve (12) months by the applicable rate for the next year. That product will be divided by six (6), the quotient of which will be the amount billed for each of the six (6) succeeding billing periods.
4. The Customer must complete an authorization form allowing the account to be placed on the Equal Payment Plan.
5. A Customer may return to the regular billing method only upon bringing the account current based on actual water used through the date of change.
6. A Customer may be removed from the Equal Payment Plan should the Customer fail to make two consecutive timely payments.
7. At the end of each twelve (12) month period, any credits or debits to the Customer's account will be reconciled and satisfied, and the average fee for the next twelve (12) months will be determined as set forth above and applied to the account.
8. The Equal Payment amount will be adjusted every December to average actual use during the year.
9. If the rate applicable to the account is changed during the year, the new rate will be applied and billed accordingly.
10. When a Customer incurs other charges in addition to their usage charge, such as bank service charges under Section V.F., or meter testing or service restoration charges, said charges shall become immediately due and payable in full, and shall not be made part of or subject to the Equal Payment Plan arrangement.

September 2016 Revision

Section VII - Disconnection and Restoration of Service

A. Disconnection of Service by Customer.

1. To Discontinue Billing:

- a. A Customer may have service disconnected by giving not less than five (5) days advance notice thereof to the Utility. Charges for service shall continue until the requested date of disconnection or such later date as will provide not less than the required five (5) days advance notice.

- b. When such notice is not given, the Customer may be required to pay for service until five (5) days after the Utility had knowledge that the Customer vacated the Premises or otherwise disconnect water service.
 2. Temporary Disconnection: A Customer may have service temporarily disconnected for non-emergency reasons such as to accomplish changes in yard lines or in the Customer's plumbing system. A minimum twenty-four (24) hour advance notice may be required to schedule temporary disconnection.
 3. Emergency Disconnection: A Customer may have service temporarily disconnected for an emergency, such as a leak or broken pipe. The Utility shall make every effort to shut off and/or restore service as quickly as possible after receiving Customer notification.
 4. When the Customer requests a temporary or emergency disconnection, the disconnection shall be performed by the Utility or its designated agent, but at the Customer's expense.
 5. In the event the Utility damages a Customer's property, the Utility shall not be responsible to repair said damage unless caused by the Utility intentionally or recklessly.
- B. Disconnection without Prior Notice: The Utility may disconnect service to any Customer for noncompliance or violation of the Utility's Tariffs or where any of the following conditions exist:
1. Where the safety of the Utility's water supply is endangered by an unsafe or hazardous condition on the Customer's Premises;
 2. Where the use of water on the Customer's Premises by apparatus, appliance, equipment or other device is determined to be detrimental or injurious to the facilities or services of the Utility or to its other customers;
 3. When ordered by any court or any authorized public authority having jurisdiction;
 4. When the use of water by the Customer or on the Customer's Premises constitutes theft or is fraudulent;
 5. When an event or effect occurs that could not have been reasonably anticipated or controlled which requires disconnection (force majeure);
 6. When the Utility has been unable, despite best efforts, to give such prior written notice under Section VII, C;
 7. When the Customer resells, water provided by the Utility;
 8. When the location where service is provided has been abandoned; or
 9. When disconnection without notice is otherwise permitted by law.
- C. Disconnection with Prior Notice: The Utility may disconnect service to any Customer for noncompliance or violation of the Utility's Tariff upon five (5) days written notice by the Utility of its

intended action. Circumstances under which the Utility may disconnect service include, but are not limited to:

1. Non-payment of bills that are forty-five (45) days or more in arrears;
 2. Failure to make the required installment on a delinquent bill, a required security deposit or to provide a guarantee acceptable to the Utility;
 3. Negligent or wasteful use of water on the Customer's Premises;
 4. Failure to comply with watering schedules and conservation practices and measures adopted by the Utility or promulgated by applicable laws or ordinances;
 5. Failure to comply with the Utility's Tariffs, Bylaws, Safety Program, or other program duly adopted by the Utility, where such failure to comply does not otherwise fall within the provisions of Section VII. B of these Rules; or
 6. Failure to timely submit the proper application following the sale of the Premises as set forth in Section IV.G. of these Rules.
- D. Lock Off Procedure for Non-payment: The Utility shall follow these procedures whenever possible prior to disconnection for non-payment under this section:
1. A bill for service is due and payable upon mailing to the Customer by the Utility. A bill is delinquent thirty (30) days after the date of presentation.
 2. In the event of non-payment, the Utility will, on the next business day following the date the bill was due, mail a notice of disconnection of service for non-payment to the Customer. Said notice will advise the Customer of the delinquency, of the amount owing, and that the Utility intends to disconnect water service to said Customer fifteen (15) days after the date of the notice, unless payment is made in full, including interest and late charges. This notice and the notice described in the next section will include all that information required by NAC 704.393 and other applicable law.
 3. Forty (40) days after presentation, the Utility will cause to be posted at the Premises a five (5) day notice, informing interested persons that service will be disconnected five (5) days thereafter, unless before that time the delinquent bill is paid in full, including late charges and interest. In addition to posting, the notice will also be either hand-delivered to the Customer or mailed to the Customer's billing address by United States Mail, first class, postage prepaid, by a method contemplated to achieve delivery thereof to the Customer at least forty- eight (48) hours prior to disconnection.
 4. Upon compliance with the foregoing procedures, forty-five (45) days after the date of presentation, or a soon thereafter as is practicable and within the sole discretion of the Utility, the Utility may disconnect service to said Premises without further notice.
- E. Program of Deferred Payments

1. Prior to discontinuing service to a Customer, the Utility shall first offer the Customer a program of deferred payment as set forth next.
2. In order to avoid discontinuing service for non-payment as set forth above, the Customer must agree in writing to pay, and must pay:
 - a. the entire balance due within sixty days after execution of the agreement, in three equal payments, with the first payment to be made upon execution of the agreement; and
 - b. all future bills, in full, when due.
- F. Postponement of Disconnection: If the Utility intends to disconnect service for non-payment, the Utility will postpone disconnection if it would occur during a forecasted period of extreme heat in the Utility's service area. "Forecasted period of extreme heat" means any period of twenty-four (24) hours for which the National Weather Service predicts that the outside temperature will be 105 degrees Fahrenheit or higher during that time.
- G. Fee for Restoration of Service: When service has been disconnected under this section, the Utility shall charge the actual cost incurred by the Utility to restore service, but not less than the amount set forth in the Utility's Fee Schedule.
- H. Restoration of Service: The Utility will restore water service to a Customer:
 1. If the Customer has complied with the requirements of the Utility's Rules;
 2. Upon the order of any court of competent jurisdiction, or the Board; or
 3. Upon the receipt of a written statement from a licensed physician or public health official certifying that any termination of water service would be especially dangerous to the health of the resident.
 4. The Utility will endeavor to restore delivery of water during regular working hours on the day of the request. Otherwise, restoration will be made on the regular working day following the day the request is made.
 5. The Customer or its agent shall be present when service is restored if the service has been disconnected for over thirty (30) days. If the Customer or its agent cannot be present at the location when service is restored, a completed Hold Harmless Form must be submitted.

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Section VIII - Refusal of Service

The Utility may refuse service to an Applicant under any of the following conditions:

- A. the Applicant has not obtained the necessary permits for the Premises;
- B. the Applicant's water facilities do not meet the construction standards and specifications established by the Utility;

- C. the Applicant has not paid all of the required fees and charges established by the Utility for the Premises;
- D. the Applicant has not complied with the Utility's Tariff governing service to the Premises;
- E. the Applicant's intended use of the service is determined by the Utility to be detrimental or injurious to the Utility's system or customers;
- F. the Applicant's service installation is determined to be unsafe, hazardous or of such a quality that connection to the Utility's system would jeopardize service to the Utility's customers;
- G. service to the Applicant's Premises has been discontinued for fraudulent use and the Applicant has not corrected all the conditions to the satisfaction of the Utility;
- H. the Applicant's proposed service location is either outside the Utility's service area or the place of use as designated by the State Engineer and there is no reasonable expectation that such limitation may be changed;
- I. the Applicant's proposed service location, or any part thereof, includes an operative or an abandoned but unsealed domestic well; or
- J. a domestic well previously located on the property has not been properly sealed as determined by the Utility.

December 2001 Revision

Section IX - Information Available to the Public

The Utility shall maintain at its commercial office for public inspection during regular working hours the following information regarding the service provided to its customers:

- A. a written description of the quality of water furnished with copies of the most recent water quality tests performed by the Utility, whether the water is filtered or unfiltered and whether the water is treated or untreated;
- B. copies of the Utility's Tariffs and resolutions of the Board;
- C. when optional rates are available for certain classes of customers, the Utility shall, upon request, explain the optional rates and assist the Applicant in selecting the rate schedule best suited for the Customer's service requirements; and
- D. when rates for service are increased or revised, the Utility shall notify all customers affected.
- E. A member may inspect and copy the member ledger and other documents contemplated by NRS 82.181. Prior to inspecting the member ledger, the member shall provide the Utility with the affidavit required by that section, and the member's request may be refused for the reasons provided therein. The above reference to NRS 82.181 refers to that section as it existed on the effective date of these Rules and Regulations, and as that statute may be amended or succeeded from time to time.

- F. The financial and other records identified in NRS 82.186, as amended or succeeded from time to time, are available to a member or other authorized person upon satisfaction of the requirements of that section and may be denied by the Utility as provided therein. The affidavit authorized by that section shall be required before the records may be inspected.
- G. The Board shall periodically approve a financial statement, stating the general financial condition of the utility, which shall be available to any member of the Utility upon request.

September 2016 Revision

Section X - Scheduled and Emergency Interruptions

- A. Whenever the Utility determines that it is necessary to schedule interruption of service, the Utility shall, where feasible, notify its customers to be affected by the interruption and shall indicate the approximate duration of the interruption. Scheduled interruptions shall be made at such hours as will provide the least inconvenience to its customers, consistent with reasonable Utility operations.
- B. Whenever the Utility experiences emergency interruptions, the Utility shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its customers and the general public.
- C. Where an emergency service interruption affects a public fire protection device, the Utility shall promptly notify the public official responsible for fire protection of such interruption and of subsequent restoration of normal service.
- D. The Utility shall not be liable for interruption, shortage, insufficiency of supply, or any loss or damage of any kind or character occasioned thereby, if same is caused by forces beyond the control of the Utility, act of God, fire, strike, riot, war, accident, breakdown, action by governmental body or act of negligence by a Utility employee. By accepting service all customers release Utility of liability for such acts or omissions.
- E. Under disaster conditions, the Utility will cooperate to the fullest extent with the governmental agency having authority in the area.

November 2000 Revision

Section XI - Meters and Meter Tests

- A. Meters. All customers (except bulk purchasers and temporary users) shall be on a fixture count for impact fees and a metered rate for monthly charges.
- B. Tests.
 - 1. At the Customer's request, on notice of not less than one week and not more frequently than annually, the Utility shall test the meter used to measure the Customer's consumption at the Utility's expense.

2. Meter tests more frequently than annually shall be paid for by the Customer at the actual cost incurred by the Utility. In the event that such a meter is found to register more than two percent (2%) fast, the cost of the additional meter test shall be paid by the Utility; otherwise the expense will be paid by the Customer.
3. The Utility tests 2 inch and smaller meters. Such a Customer may request that the meter be tested in the Customer's presence. Larger meters must be sent out for testing. September 2016 Revision

Section XII - Adjustment of Bills for Error

The Utility shall adjust for errors under the following conditions:

- A. Billing Errors: When it is found that an error or omission exists in billing and such error or omission is due to causes the date of which can be reliably established, billing adjustments shall be made according to the following:
 1. Refunds for overpayment shall be computed back to but not beyond the established date on which the error or omission commenced. If that time cannot be reasonably determined, the refund period shall not exceed six (6) months.
 2. Payments for undercharge shall be computed back to but not beyond the established date. In cases where the error or omission is due to the fault of the Utility, the bill for the undercharge shall be retroactive for a period not exceeding six (6) months.
- B. Metering Errors: When it is found that an error or omission exists in metering, the Customer shall receive a refund for the overcharge or shall pay the Utility for the undercharge. Adjustments shall be based upon: (1) the Customer's prior use during like billing periods; (2) the Customer's use during subsequent billing periods correctly metered; (3) metered consumption of similar customers of the same class; or (4) estimated consumption based on the characteristics of the Customer's use or operations. The method used shall be determined by the Utility.
 1. Fast Meters: When the Customer's meter is found to be registering more than two percent (2%) fast, the Utility shall refund to the Customer the amount of the overcharge based upon corrected meter readings for either the period the meter was in use at the Customer's Premises or the preceding six (6) months, whichever is shorter.
 2. Slow Meters: When the Customer's meter is found to be registering more than two percent (2%) slow, the Utility shall bill the Customer for the amount of the undercharge based upon corrected meter readings for either the period the meter was in use at the Customer's Premises or the preceding six (6) months, whichever is shorter.
 3. Non-registering Meters: When the Customer's meter is found to be not registering, the Utility shall bill the Customer for the estimated consumption not registered for either the period the meter was in use at the Customer's Premises, or the preceding six (6) months, whichever is shorter.

- C. Adjustment of Bills Due to Leak: The Utility shall consider adjustments to bills for water leaks on the Customer's side of the water meter where:
1. The leak did not result from a willful or negligent act on the part of the customer
 2. The customer can demonstrate the leak was repaired within 30 days of discovery
 3. The customer has not received a leak adjustment within the past 24 months
 4. The customer completes and submits a "Request for Leak Credit" form, along with proof of the repair, within 30 days of making the repair.

The Utility:

1. Will only issue credit for actual water delivered
2. Will not issue credit in excess of \$500; \$500 is the maximum credit that may be issued
3. Will only issue a credit on the Customer's account, no cash credit may be issued
4. Will not issue credit for leaks related to water features (fountains, ponds, etc.), swimming pools, hot tubs, and water supplied equipment or systems
5. Will not issue credit for more than one billing period
6. Assumes no responsibility for damage, repairs or inspections necessitated by leaks.

February 2020 Revision

Section XIII - Disputed Bills

- A. In the event a Customer believes that its bill is in error, the Customer shall submit a written complaint describing in reasonable detail the nature of the perceived error. The Manager shall investigate the complaint at his earliest opportunity and report his findings to the Customer.
- B. In the event that the Customer's complaint cannot be satisfactorily concluded, the Customer may petition the Board to review the complaint. Upon review the Manager shall notify the Customer of the Board's decision. The Customer shall pay the undisputed amount pending resolution of the dispute. Any unpaid disputed amounts which are determined to be owing shall be subject to late charges and interest of one percent (1%) per month from the original date of presentation and may further invoke the disconnection of service provisions of this Tariff.

September 2016 Revision

Section XIV - Service to Separate Premises and to Multiple Units on the Same Premises under Common or Single Ownership

- A. Each separate service lateral shall be individually metered, except as permitted in this section.
- B. Service to separate Premises under single ownership or control, such as apartments, shall be furnished through separate service laterals unless the Utility permits otherwise for its operating convenience.

- C. Service to buildings or living units on the same Premises or on adjoining premises under single ownership or control may be furnished service, at the option of the Utility, by one of the following methods:
 - 1. Separate service laterals to each unit, provided that the yard lines and building plumbing are not interconnected; or
 - 2. Single service lateral to supply the entire Premises.
- D. Service to connected or attached buildings or living units under separate ownership, such as condominiums or other multi-residence structures, shall be furnished through separate service laterals to each individual unit, unless common service and metering is preferable to the Utility for its operating convenience.

June 2006 Revision

Section XV - Resale of Water

No Customer shall resell water furnished by the Utility except by separate agreement with the Utility. Delivery of water to premises not specified on the Customer's application for service is prohibited and is cause for disconnection.

September 2016 Revision

Section XVI - New Installation of Service Laterals, Meter Installations and Meters

- A. An Applicant seeking to connect to the Utility shall provide the same information as an Applicant for service as set forth in Section IV and, in addition, the following:
 - 1. the name and telephone numbers of the contractor who will install the water facilities at the Premises; known;
 - 2. the assessor's parcel number of the Premises;
 - 3. the size of the yard line and location of desired water service connections;
 - 4. whether the Utility has previously supplied the Premises with water, if known
 - 5. the purposes for which water service is to be used (residential, commercial, etcetera);
 - 6. the square footage and number of equivalent dwelling units to be served;
 - 7. the address to which bills are to be mailed, if different from the Owner's address; and
 - 8. an inventory of the intended fixture units on the Premises, which shall be subject to inspection by the Utility.

- B. Upon receipt of an application for service to an Applicant's Premises located within the Utility's service area and adjacent to the Utility's public mains and facilities or adjacent to project mains within a development of adequate size and capacity to meet the Applicant's service requirements, the Utility may install the required facilities at the Applicant's expense or may permit the Applicant or the Applicant's designated contractor to install the required facilities at the location designated by the Utility in accordance with the Utility's standards and specifications, provided that the Applicant shall:
1. furnish, install and maintain, at the Applicant's expense, the yard piping and related components, connectors and hardware for the service required;
 2. furnish and install, at the Applicant's expense, all service laterals, meter installations, and meters;
 3. furnish and install, at the Applicant's expense, the trench, backfilling materials, paving or repaving;
 4. reimburse the Utility for the Applicant's proportionate share of the cost of mains installed by the Utility under Section XX, Extension of Mains and Facilities;
 5. reimburse the Utility for all costs incurred by the Utility for plan checks, inspection, engineering and attorney's fees and other essential expenses related to the Applicant's installation;
 6. provide the Utility with all required rights-of-way, easements or permits to the satisfaction of the Utility;
 7. provide the Utility with an inventory and map of the facilities installed and a statement of actual construction costs, in reasonable detail, within sixty (60) days of the completion of construction and acceptance by the Utility; and
 8. pay to the Utility, in advance of the date construction is scheduled to commence, all fees and charges in effect at the time the building permits are issued by the County.

September 2016 Revision

Section XVII - Replacement, Relocation or Retrofitting of Existing Service Laterals, Meter Installations and Meters; Responsibility for Equipment and Infrastructure

- A. A Customer making any material change in the size, character or extent of the equipment or operations for which the Utility's service is utilized shall immediately file a new application for additional service. A change in a Customer's service which requires the installation of a different service connection or meter shall be made by the Utility at the Customer's expense.
- B. The Utility shall replace, relocate or retrofit existing facilities adjacent to the Utility's public mains and facilities of adequate size and capacity to meet the Customer's requirements in accordance with the Utility's standards and specifications and at the Utility's expense, provided:

1. the replacement, relocation or retrofitting is made for the operating convenience of the Utility;
 2. the replacement, relocation or retrofitting is required for the continuation of the Customer's current water service requirements;
 3. the replacement, relocation or retrofitting is not for the convenience of the Customer; Utility;
 4. the replacement, relocation, or retrofitting is of equipment owned by the
 5. the replacement, relocation or retrofitting is not required to meet increased water service requirements of the Customer's Premises; and
 6. the replacement, relocation or retrofitting is not made necessary by acts of the Customer that violate the Utility's Tariff or that may cause unsafe, hazardous or injurious conditions that jeopardize the Utility's water system or service to the Utility's customers.
- C. New infrastructure installed according to Utility specifications with prior notice to and approval of the Utility, the ownership of which is offered to and accepted by the Utility, shall be replaced, maintained and repaired by the Utility at its sole expense.
- D. In no event will the Utility be responsible for any replacement, repair or maintenance of any infrastructure located beyond the outlet of the meter serving the Premises.
- E. In no event will the Utility be responsible for the replacement, repair or maintenance of any infrastructure unless such infrastructure is owned exclusively by the Utility.
- F. Replacement, repair and maintenance of existing infrastructure not owned by the Utility shall be the sole responsibility of the Owner. The Utility will not accept ownership of any infrastructure unless, at the time of the proposed dedication, said infrastructure is constructed and installed consistent with current Utility specifications, and is in good condition and operating order, as determined by the Utility in its sole discretion. The decision to accept ownership is also in the Utility's sole discretion.
- G. Current ownership of infrastructure by the Utility may be established only by documentation clearly evidencing the Utility's ownership of the real property upon or within which the infrastructure is located, or of the Utility's affirmative acceptance of the Owner's prior dedication to the Utility of such infrastructure. The mere fact that the infrastructure is before the Owner's meter or is located on real property not owned by the Owner will not establish that the infrastructure is owned by the Utility. Acceptance of infrastructure by the Utility may only be made by the Board and not by any single individual employed by or associated with the Utility.
- H. Any alteration that includes a change of the size of the service line or meter serving the Premises will result in assessment of a connection fee commensurate with the then existing connection fee schedule. Upsizing will result in a charge being due to the Utility; downsizing will result in a fixture credit in favor of the Premises. Fixture credits remain tied to the Premises until used; no monetary credit will be given.

Section XVIII - Private Fire Protection

Upon receipt of an application for private fire protection service to an Applicant's Premises located adjacent to the Utility's public mains and facilities of adequate size and capacity to meet the Applicant's service requirements, the Utility may, in its discretion, install the required facilities at the Applicant's expense or permit the Applicant or the Applicant's designated contractor to install the required facilities without cost to the Utility and in accordance with the standards and specifications established by the Utility and by the governmental agency having jurisdiction, provided the Applicant agrees to:

- A. pay all required fees and charges assessed by the Utility concurrent with approval of the application for service and with subsequent periodic billings;
- B. maintain the facilities on the Premises to the satisfaction of the Utility and all governmental agencies having jurisdiction;
- C. restrict the use of all facilities on the Applicant's Premises to standby fire protection; and
- D. reimburse the Utility for all plan checks, inspection fees and other essential expenses related to the Applicant's installation. The Utility may require advance payment of these expenses as estimated by the Utility.

August 2009 Revision

Section XIX - Public Fire Protection

Upon receipt of an application for public fire protection service, the Utility may install the required facilities at the Applicant's expense, or may permit the Applicant or the Applicant's designated contractor to install the required facilities in accordance with the standards and specifications established by the Utility and by the governmental agency having jurisdiction.

November 2000 Revision

Section XX - Extensions of Mains and Facilities

- A. General: The Applicant shall be responsible for all costs incurred by the Utility to provide the required service to Applicant's Premises or development which may include the alteration, extension, construction or installation of one or a combination of: (1) storage facilities, (2) feeder mains, (3) project mains, (4) public mains, (5) regulator stations, (6) booster pumps, (7) generators, (8) facilities previously installed by the Utility with capacity to serve additional customers, (9) service laterals, meter installations and meters, (10) public fire protection and (11) such other Utility-related infrastructure related to the proposed service. "Cost" means the Utility's actual expenditures for making such extensions and alterations by the least expensive method in accordance with the Utility's engineering and construction standards and specifications and includes regulatory, environmental and other fees, engineering, legal, inspection, material, labor, transportation, cost for removal of existing facilities (less their realized salvage value), associated overhead and other charges which are related to the extension, construction, installation or alteration, including any modification or improvement of, existing facilities.

- B. Conditions for Service: Upon approval of a written application for connection, the Utility may make extensions and alterations of mains and facilities to furnish service to the Applicant's Premises or developments. Also, the Utility may permit the Applicant or Applicant's designated contractor, approved by the Utility, to make such extension and alteration of mains and facilities, without cost to the Utility, and provided the Applicant shall:
1. execute a written agreement with the Utility that shall cover the terms and conditions under which the extension and alteration of mains and facilities shall be made;
 2. obtain all required regulatory, environmental and governmental permits for the development to the satisfaction of the Utility;
 3. obtain and dedicate to the Utility all required rights-of-way and easements for the development to the satisfaction of the Utility;
 4. submit detailed engineering designs, plans, specifications of materials and estimates of cost in accordance with the Utility's engineering and construction standards and specifications for the Utility's review and approval and accompanied by maps drawn to suitable scale showing street and lot layouts, contours or other indications of relative elevations of the areas to be developed;
 5. provide a proposed construction schedule and proposed service date to the satisfaction of the Utility;
 6. furnish all required ownership, property descriptions, plot plans or record of survey information for the development to be served to the satisfaction of the Utility;
 7. when specified by the Utility, install mains and facilities of greater capacity or length than would be required to provide the requested service to the development. The Utility shall reimburse the Applicant for the cost difference between the mains and related facilities to provide the required service and the cost of mains and related facilities installed;
 8. provide a performance bond to the satisfaction of the Utility;
 9. provide and install all trench, backfilling, backfill materials, excavation, breaking of pavement and repaving to the satisfaction of the Utility and any governmental agency having jurisdiction;
 10. perform the installation of all mains and related facilities without undue delay and in an efficient manner and provide for inspection of the installation of all facilities installed to the satisfaction of the Utility;
 11. when construction is performed by the Utility, provide a bond, letter of credit, or guarantee acceptable to the Utility equal to 150% of the Utility's estimated total installed cost of the mains and related facilities to serve Applicant's development whenever installation of the requested extension requires firm scheduling by the Utility more than thirty (30) days prior to construction. Bonds, letters of credit or guarantees provided for this purpose shall be replaced with cash thirty (30) days prior to the scheduled construction date;

12. construct and install all service laterals, meter installations and meters as provided for in Section XVI;
 13. construct and install all required public fire protection devices as provided for in Section XIX;
 14. reimburse the Utility for Applicant's proportionate share of the cost of feeder mains and related facilities previously constructed at the Utility's expense;
 15. reimburse the Utility for all fees, expenses and costs incurred by the Utility for plan checks, inspection fees and other essential goods or services related to the Applicant's application or development;
 16. provide the Utility with an inventory and map depicting the location of the facilities installed ("as-built") and a statement of actual construction costs, in reasonable detail, within sixty (60) days of the completion of construction and acceptance by the Utility;
 17. execute the essential documents to transfer ownership of the installed mains and related facilities to the Utility within sixty (60) days of the completion of construction and acceptance by the Utility; and
 18. pay to the Utility, in advance of the date construction is scheduled to commence, all fees and charges in effect at the time the request or need for extensions of mains and facilities is made.
- C. In the event the Applicant, or the Applicant's designated contractor as approved by the Utility, is permitted to make the extensions or alterations of mains and facilities as set forth above, the Applicant and the Utility may agree that the Applicant may seek reimbursement from future Applicants who utilize the mains and facilities installed by the Applicant. Under no circumstances will the Utility be responsible for reimbursement, however, the Utility will undertake its best efforts to advise future Applicants of the reimbursement obligation. In no event shall the reimbursement obligation extend for more than ten (10) years from the date the new mains and facilities are accepted by the Utility.

September 2016 Revision

Section XXI - Expansion of Service Area to Serve New Development

- A. General: The Utility may consider furnishing service to developments beyond the boundaries of the Utility's existing service area which are deemed acceptable to the Utility, whether they be within or without the official boundaries of any other town, political subdivision, or utility service area. Such service shall be considered on a case-by-case basis and will be subject to the specific approval of the Board. Approval may be granted only if the property is annexed into the Utility's service area. Absent good cause related to the Utility's operating convenience; no annexation will be approved if it would result in the annexation of less than an entire existing parcel. It is declared the Utility's policy that annexation of a portion of a parcel is not in the interest of the Utility. New areas need not be contiguous to the Utility's existing service area.

- B. Content and Submission of Application: The application for annexation into the Utility's service area shall set forth the following:
1. an accurate legal description, proof of ownership, and vicinity maps depicting the location and elevations (5-foot contours) of the development to be served in relation to the Utility's existing service area;
 2. an estimate of the domestic and fire protection water requirements for the development to the satisfaction of the Utility;
 3. a description of the quantity and quality of the water rights proposed to be dedicated to the Utility, if any, to the satisfaction of the Utility;
 4. preliminary engineering plans and specifications describing the improvements and/or alterations to the Utility's existing water facilities and the related cost to provide the expanded water service to the proposed development;
 5. preliminary engineering plans and specifications describing the size and location of feeder mains, project mains, and other necessary facilities and the related cost to provide the expanded water service to the proposed development;
 6. a non-refundable application fee to be determined by the Utility as set forth in the Fee Schedule;
 7. a deposit to cover the estimated cost for legal, engineering and other essential services incurred by the Utility to evaluate the impact that the proposed development will have on the Utility's existing water supplies, distribution facilities and existing customers.
 - a. Annexation deposit schedule is as follows:
 - i. 0 - 10 acres \$10,000
 - ii. 11 - 99 acres \$30,000
 - iii. 100 + acres \$50,000
 8. Such other information as the Utility may reasonably require
- C. Upon receipt of the completed application, Staff will review the completed application and if consistent with the Utility's rules and tariffs, will submit the same to the Board with staff's recommendations. The Utility will advise the Applicant of the date and time of the meeting during which the application for annexation will be considered.
- D. Disapproval of Annexation: When the Applicant's proposal to annex the development is not approved, the Utility shall notify the Applicant in writing of the Board's decision and shall, within sixty (60) days, either refund any unused portion of the deposit or bill the Applicant for the difference between the actual costs incurred and the deposit without interest..

- E. Approval of Annexation: When the Applicant's proposal to annex the development is approved, the Utility shall notify the Applicant in writing of the Board's decision. Within ninety (90) days of the receipt of the Board's decision, the Applicant shall:
1. execute a written agreement with the Utility that shall cover the terms and conditions under which the Utility shall annex the Applicant's development, or the approval shall expire;
 2. provide a non-refundable deposit to cover the Utility's estimate of costs for legal, engineering and other essential services incurred by the Utility to obtain the required regulatory and governmental approvals for annexation of the Applicant's development.
 3. agree to comply with all provisions of the Utility's Tariff and all other reasonable conditions imposed by the Utility;
 4. upon execution of the agreement pay the current annexation fee as reflected on the Utility's Fee Schedule. The applicable fee shall be charged for each gross acre or portion thereof to be annexed;
 5. agree to pay the Utility for the value of the water rights ("water right fee") necessary to serve the development as estimated by the Utility. The Applicant shall further agree that in the event the actual amount of water rights needed to service the development increases from that estimated in the initial agreement, the Applicant shall agree to pay for, prior to connection, additional water right fees sufficient to serve the development as built at the then applicable water right fee. In the event Applicant overestimates the quantity of water required for the development, the actual amount of water rights needed, as determined by the Utility, will be allotted to the development, and the Utility will thereafter credit the Applicant with all amounts overpaid, if any. The Applicant has one year from completion of the development to apply for any credits. The water right fee may be paid to the Utility within ten (10) days of notice of PUC annexation approval at the then current value of water rights as determined by the Utility. Alternatively, should Applicant elect not to pay the water right fee within said ten days, Applicant will be required to pay the water right fee at the time of—and prior to—connection. In this case the water right fee will be based upon the greater of the value of the water rights at time of annexation, or the value at the time of connection as determined by the Utility. The water right fee is not for the purchase of water rights. Rather, the water right fee is compensation to the Utility in recognition that said water rights will be forever committed for use at the new development and not elsewhere. If Applicant's delay in paying the water right fee results in the Utility exhausting its water right inventory to the degree that the Utility lacks sufficient water rights to serve the new development when connection is desired, Applicant will be required to acquire sufficient water rights elsewhere, suitable to the Utility (as determined by the Utility) for dedication to the Utility. In the sole discretion of the Utility, annexation fees and/or water rights fees may be paid in cash, by the dedication of surface or ground water rights, the contribution of offsite system improvements not needed to serve the development, or a combination thereof.
 6. provide to the Utility a new, complete service area map suitable for acceptance by the Commission and other affected entities, and "a place of use" map prior to the final acceptance of annexation; and

7. provide such other information as the Utility may reasonably require.

- F. Failure to Complete: In the event Applicant fails to complete the annexation process within one year from the date of Board approval of the application, and unless the Board has for good cause allowed additional time, the application for annexation shall be deemed withdrawn. Utility shall determine amounts owed to it for work or services performed pursuant to the agreement and shall retain same and shall refund to the Applicant all amounts paid in excess thereof, if any.

February 2020 Revision

Section XXII - Certificated Service Area

The official boundaries of the Utility's service area authorized by the Commission are on file with the Commission and available at the Utility's office.

September 2016 Revision

Section XXIII - Wasteful Water Practices

In order to encourage water conservation, the Utility shall discourage wasteful water practices as provided in this section:

- A. Non-Emergency: Customers who are wasting water shall be subject to the following action: The Manager or his designee will issue a verbal warning to the Customer who shall thereafter have seventy-two (72) hours to remedy the wasteful condition. If the Customer fails to remedy the wasteful condition within said seventy-two (72) hour period, the Utility will post on the Premises or deliver to the Customer a written warning confirming the previous verbal warning and setting forth the nature of the wasteful condition. The written warning will advise the Customer that if the wasteful condition is not corrected within seven (7) days of the posting or delivery of the written warning, the Customer will be charged the sum of ten dollars (\$10) per day until the wasteful condition is corrected. Said charge will be in addition to the Customer's normal bill for services and shall be added to the Customer's account. The Utility may pursue collection of said amounts as it would for a regular bill as set forth elsewhere in these Rules. In addition, the Utility may in its discretion, disconnect service from the Premises.
- B. Emergency Situations: If, in the sole discretion of the Utility a Customer is wasting water in such a fashion as to cause harm or a substantial risk of harm to the Utility's property, proper fire control, or the safety and well-being of its customers or others, the Utility may, without notice to the Customer, immediately disconnect the Customer's service if such disconnection will abate the emergency situation.
- C. Good Faith Repairs: If a Customer is proceeding in good faith to remedy the wasteful condition to the satisfaction of the Utility, Manager may delay the imposition of or otherwise decline to impose the charges or take the action as set forth in this section.

June 2009 Revision

Section XXIV – Theft of Water or Damage to Property; Interfering with Utility Personnel

- A. No person shall obtain any water from the Utility with the intent to avoid payment therefore, by:
 - 1. Opening, breaking into, tapping or connecting with any pipe, conduit, reservoir, fill station, fire hydrant, fire sprinkler service connection, well site, meter, or other apparatus belonging to or used by any other person or by the Utility, and taking and removing therefrom or allowing to flow or be taken therefrom any water, belonging to the Utility or another Customer;
 - 2. Connecting a pipe, tube, or other instrument or appliance with any pipe, conduit, reservoir, fill station, fire hydrant, fire sprinkler, service connection, well site, meter or other apparatus belonging to or used by the Utility or any other person in such a manner as to take therefrom water for any purpose or use without passing through the meter or instrument or other means provided for registering the quantity consumed or supplied;
 - 3. Altering, disconnecting, removing, injuring, or preventing the action of any meter or other instrument used to measure or register the quantity of water used or supplied; or
 - 4. Altering, disconnecting, removing, injuring, or interfering with any meter, fire hydrant, fire sprinkler, service connection, well site, fill station, or other attachment or apparatus belonging to or used by the Utility without its prior consent.
- B. No person shall:
 - 1. Attempt to prevent or prevent any Utility employee, by means of obstruction, threat, force, or violence, from performing Utility related duties; or
 - 2. Willfully or maliciously destroy any Utility property.
- C. Any unauthorized connection or tampering with Utility property including any pipe, conduit, reservoir, fill station, fire hydrant, fire sprinkler, service connection, well site, meter, or any other apparatus belonging to the Utility by or at the behest or direction of any member shall subject that person to fines and possible criminal charges. Any device used to illegally tamper with Utility property or remove water from the Utility shall be confiscated and will not be returned.
- D. Fines for theft of water or tampering with any Utility property or apparatus owned or under the control of the Utility shall be as set forth in the Fee Schedule.

September 2016 Revision

Section XXV – Access to Utility Infrastructure, Meters and Fire Hydrants

- A. Persons owning or possessing property on which a meter pit or fire hydrant is located shall maintain not less than three feet of unobstructed access space in every direction around the entire meter pit or fire hydrant, and not less than five feet of vertical clearance above said six foot circle surrounding the pit or hydrant.

- B. Persons owning or possessing the property on which a meter pit or fire hydrant is located shall grant Utility personnel unrestricted, direct and immediate access to the location from the public right-of-way, or otherwise, and shall not obstruct or allow the obstruction of same by means of any fence, hedge, or other obstacle.
- C. Persons owning or possessing the property on which a meter pit or fire hydrant is located shall ensure that landscape materials taller than four inches are no closer than one foot to the back edge of the pit or hydrant, nor allow any landscaping materials to cover any part of the pit lid or hydrant.
- D. No person owning or possessing property shall landscape it so as to change the elevation of the land within three feet of any meter pit or fire hydrant.
- E. If the Utility finds that any person has failed to comply with any of the requirements of this section, the Utility shall notify the Customer and, if different, the Owner or possessor of the Premises by hand delivery or mail of the violation, and instruct them to comply with the requirements within fifteen days of the date of delivering or mailing the notice.
- F. If the Customer or other persons so notified fails to comply with the requirements of the notice, the Utility may cause the work to be done and charge the costs thereof, together with \$25.00 for administrative costs, to the Customer. Alternatively, the Utility may discontinue service as permitted in these rules until the condition is corrected.

September 2016 Revision

Section XXVI - Persons with Disabilities; Non-Discrimination

- A. The Utility encourages qualified individuals with disabilities to participate in the affairs of the corporation, including, but not limited to, attendance and participation at its public meetings. In the event that a disabled person wishes to participate at any public Utility function, such person should contact the Manager at least three (3) business days prior to the scheduled event. Upon such request the Utility will take affirmative steps to accommodate the person's disability. Depending upon the preference of the person making the request, accommodations may include, among other things, the use of an alternate facility or the participation of the person via telephone or other electronic means.
- B. The Utility does not discriminate based on age, gender, race, religion, creed, color or national origin.