

RYKER'S RIDGE WATER CO., INC.

RULES AND REGULATIONS

1. Service Classification.

- a. There shall be no distinction of this category.

11. Service Application.

- a. Any bonafide occupant of a single family dwelling, or of each residential unit in an auto court, duplex, or multiple dwelling building; or person holding property having reasonable accessibility to the source of water and who is in need of having water supplied to his place of occupancy or property may be a member of this Company by signing a water users agreement with the company. Persons who receive the approval of the Board of Directors may be admitted to membership upon signing such agreements for the purchase of water as may be provided and required by the Company, provided that no person otherwise eligible shall be permitted to subscribe for or require a membership of the Company if the capacity of the Company's water system is exhausted by the needs of existing members. A fee of One hundred (\$100.00) dollars shall be paid per membership and before service is rendered.
- b. The Company may reject any application for membership when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, if such bill has remained unpaid for forty-five (45) days or more.
- c. Upon violation of any of the provisions of these rules, by-laws or any other regulation of the Company, the Company may remove the meter and discontinue service. Where the meter is Thereafter reinstalled, the member shall first pay the Company a re-installation charge of Fifty (\$50.00) dollars.
- d. The individual who signs the water users agreement shall be responsible for payment of all bills incurred in connection with the service rendered. In the case of rental property, the owner of the property will be held responsible for any bills left by renters.

111. Initial or Minimum Charge.

- a. The flat minimum monthly rate, as set up in the water rate schedule for the year, is to be paid irrespective of whether any water is used by the member during any month.
- b. The flat minimum monthly rate, as set up in the water rate schedule for the user, is to be paid irrespective of seasonal use. In the event the Company is required to remove the meter for non-payment of water bills or upon request of the member user, the Company shall charge, in addition to the reinstallation charge of Fifty (50.00) dollars, a sum equal to the minimum monthly charges which would have been incurred had not the meter been removed or the sum of two hundred (\$200.00) dollars whichever is the lesser amount.
- c. A tap fee of nine hundred fifty (\$950.00) dollars for short service plus (+) road bore \$1500, shall be made for each new meter installation where a 5/8 by ¾ inch meter is used regardless of location. Each meter requires a separate meter reading, and each meter reading shall cover a separate and individual account.

- d. Water furnished for a given lot or farmstead shall be used on that lot only. Each member's service must be separately metered at a single delivery and metering point. All commercial use, including storerooms and stalls for business purposed, shall be metered separately from any residential use, and vice versa.

1V. Company's Responsibility.

- a. The Company will install, maintain and operate a main distribution pipe line or lines from the source of water supply and service lines from the main distribution line or lines to the property line of each member of the Company at which points designated as delivery points, meters to be purchased, installed, owned and maintained by the Company. The Company shall pay the cost of the service line or lines from the main distribution line or lines of the Company to the property line of each member. The Company shall have the sole exclusive right to use any cut-off valve.
- b. Each member shall be entitled to one and only one (1) service line from the Company's water system unless otherwise approved by the Board of Directors and provided that the member shall be required to pay the prevalent tap fee for each service line. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the Company's water system at the nearest available place of the water through a service line at that place without interfering with the delivery of water through a prior service line. If the Company's water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the Company. Each member will be required to dig or have dug a ditch, to purchase and install, and to maintain such portion of the service line or lines from property line of member to his own dwelling or other place of use on his premises at his own expense, provided that the Company may, if the Board of Directors so elect, purchase the pipe for, and install such portion of such service line or lines, the cost of which will, however, be paid by the individual members.

V. Company's Liability.

- a. The Company does not assume the responsibility of inspection of the member's piping or apparatus and will not be responsible therefore.
- b. The Company reserves the right to refuse service unless the member's lines or piping are installed in such manner as to prevent cross-connections or back-flow.
- c. The Company shall not be liable for damages of any kind whatsoever resulting from water or the use of water on the member's premises, unless such damage results directly from negligence on the part of the Company. The Company shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the member's premises. The Company shall not be responsible for negligence of the third person, or forces beyond the control of the Company resulting in any interruption of service.
- d. Under normal conditions, the member will be notified of any anticipated interruptions of service.

V1. Member's Responsibility.

- a. Piping on the premises of the member must be installed so that the connections are conveniently located with respect to Company lines and mains.

- b. If the Company is called upon to provide additional meters each place of metering will be considered as a separate and individual account.
- c. The member shall provide a place of metering, which is unobstructed and accessible at all times.
- d. The member shall furnish and maintain a private cut-off valve on member's side of the meter. The Company shall provide a like valve on the Company's side of such meter
- e. The member's piping and apparatus shall be installed and maintained by the member at the member's expense in a safe and efficient manner and in accordance with the Company rules and regulations and in full compliance with sanitary regulation of the State Board of Health.
- f. The member shall guarantee proper protection for the Company's property placed on the member's premises and shall permit access to it only by authorized representatives of the Company.
- g. In the event that any loss or damage to the property of the Company or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the member, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the member to the Company and any liability otherwise resulting shall be assumed by the member.
- h. The amount of such loss or damage or the cost of repairs shall be added to the member's bill and, if not paid service may be discontinued by the Company.
- i. Water furnished by the Company shall be used for domestic consumption by the member, members of his household, and employees only. The member shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, nor other purposes, except that when water is available in sufficient quantity, without interfering with the regular domestic consumption, then the water may be used for any other purpose. Disregard for this rule shall be sufficient cause for refusal of discontinuance of service.

V11. Extensions to Mains and service.

- a. The Company will supply service for temporary purposes, provided that the Company has water available in excess of the Company's regular needs, and provided the Company has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Company the Company's estimate of cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.
- b. The Company will construct extensions to its water lines to points within its area if sufficient water is available but the Company shall not be required to make such installations unless the member pays to the Company the entire cost of the installation.
- c. All lines extensions shall be evidenced by contract signed by the Company and the person advancing funds for said extension.

V111. Access to Premises.

- a. Duly authorized agents of the Company shall have access, at all reasonable hours, to the premises of the member for the purpose of installing or removing Company property, inspecting piping, reading or testing meters or for any other purpose in connection with the Company's water facilities.

- b.** Each member shall grant or convey, or shall cause to be granted or conveyed to the Company a permanent easement and right of way across any property owned or controlled by the member wherever said permanent easement and right of way is necessary for the company's water facilities and lines, as a condition to furnishing of service to member.

1X. Change of Occupancy.

- a.** Not less than three day's notice must be given in person or in writing to the Company to discontinue service or to change occupancy
- b.** The outgoing party shall be responsible for all water consumed up to the time of departure or time specified for departure, whichever period is longest. If rental property the owner may be held responsible.
- c.** A charge of twenty-five (\$25.00) dollars will be made for each meter for each turn-on or cut-off, other than change of occupancy.

X. Meter Reading – Billing – Collecting.

- a.** Meters will be read and bills rendered monthly, but, the Company reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable. The Company may ask the members to enter meter reading on their bills.
- b.** Bills for water will be figured in accordance with the company's published rate schedule and will be based on the amount consumed for the period covered by the meter readings except where a member orders turn-on, the minimum bill to such member for such period shall be equal to the minimum charge for one full month's service.
- c.** Charge for service commences when meter is installed and connection made, whether use or not.
- d.** Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different members, or for the same or different services.
- e.** Bills are due when rendered, and are delinquent after seventeen (17) days.
- f.** In 30 days the Member will receive normal bill with due date. On next month bill late fee will be added and due date stated on bill. If delinquent amount is not paid in 10 days service will be disconnected without further notice.
- g.** Failure to receive bills shall not prevent such bills from becoming delinquent nor relieve the member from payment.
- h.** Return Check Charge of Fifty (\$50.00) dollars will be applied for any returned check by your bank.

X1. Suspension of service.

- a.** When services are discontinued and all bills paid, memberships will be refunded by the Company.

- b. Upon discontinuance of service for non-payment of bills the membership will be applied by the Company toward settlement of the accounts. Any balance will be refunded to the member, but if the membership is not sufficient to cover the bill, the Company may proceed to collect the balance in the usual way provide by law for the collection of debts.
- c. Service discontinued for non-payment of bills will be restored only after bills are paid in full, and a service charge of Fifty (\$50.00) dollars is paid for each meter disconnected.
- d. The Company reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. If a condition dangerous to like, physical safety or property exist; or,
 - 2. Upon order by any court, or other duly authorized public authority; or,
 - 3. If fraudulent or unauthorized use of water is detected and the utility has reasonable grounds to believe the affected customer responsible for such use; or,
 - 4. If the utility's regulating or measuring equipment has been tampered with and the utility has reasonable grounds to believe that the affected customer is responsible for such tampering.
- e. The Company may in addition to prosecution by law, permanently refuse service to any member who tampers with a meter or other measuring device.

X11. Complaints – Adjustments.

- a. If the member believes his bill to be in error, he shall present his claim, in person or in writing, to the Board of Directors before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service. The member may pay such bill under protest and said payment shall not prejudice his claim.
- b. The Company will make special meter readings at the request of the member; if such special reading discloses that the meter was over-read, no charge will be make.
- c. If the seal of a meter is broken by other than the Company's representative or if the meter fails to register correctly or is stopped for any cause, the member shall pay an amount estimated from the record of his previous bills and/or other proper data.

X111. Abridgement of Modification of Rules.

- a. No promise, agreement, or representation of nay employee of the Company shall be binding upon the Company except, as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Company.
- b. No modifications of rates or any of the rules and regulations shall be made by any agent of the Company.
- c. The word "Company" used herein applies to Ryker's Ridge Water Co., Inc. The word "Member" used herein applies to the members of said Company.

The foregoing rules and regulations were originally adopted by the Board of Directors of Ryker's Ridge Water Co., Inc. on the 19th day of September 1962 and duly amended on the 25th day of May 2024.

Roger Ward, President
Sharon Schafer, Secretary