

RULES AND REGULATIONS

RULES AND REGULATIONS FOR THE OPERATION AND CONDITIONS OF
SERVICE OF THE WATER SYSTEM OF COMPTON PUBLIC WATER
AUTHORITY, HEREIN REFERRED TO AS "AUTHORITY"

DEFINITIONS

Applicant. Any individual, firm, partnership, Authority or other agency owning land located within the area applying for water service.

Consumer. Any individual, firm, partnership, Authority or other agency receiving water.

Point of Delivery. The point of delivery shall be at the meter unless otherwise specified in the Water Users Agreement.

Service. The term service when used in connection with the supply of water shall mean the availability for use by the consumers of water adequate to meet the consumer's requirements. Service shall be considered as available when the Authority maintains the water supply at normal pressure at the point of delivery, in readiness for the consumer's use, regardless of whether or not the consumer makes use of it.

Water Users Agreement. The agreement or contract between the consumer and the Authority, pursuant to which water service is supplied and accepted.

Water Service. A water service shall consist of facilities for supplying water to one residence or business establishment.

GENERAL RULES

1. The supplying and taking of water will be in conformance with these Rules and the applicable rate schedule; provided, however, that such rate schedule is subject to change with the approval of the State Director; provided further that, if the total amount derived from the collection of water charges is insufficient for the payment of operating costs, emergency repairs, or debt service, the minimum water rate shall be increased for the first month thereafter in an amount sufficient to pay such operating costs, emergency repairs, or debt service.

2. Applications for service shall be accompanied by a connection fee of \$1,800.00 and a meter deposit of \$300.00 for owner and \$300.00 deposit for Renters. The connection fee will be nonrefundable. The meter deposit will be maintained in a special account to insure payment of water charges. When service is discontinued, any portion of the deposit remaining after current bills are paid will be returned to the consumer.

3. Before installing a service extension and providing water available for use, the Authority may require the applicant to pipe his home and be in readiness to accept service.

4. The consumer shall install and maintain at his own expense a service line which shall begin at his meter set and extend to the dwelling and other portions of his premises.

Service is for Sole Use of the Consumer. A standard water service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell, or sub-meter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission for the duration of the emergency.

Right of Access. Representatives of the Authority shall have the right at all reasonable hours to enter upon consumers' premises to read and test meters, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by consumers.

Continuity of Service. The Authority will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the Authority will not accept responsibility for losses which might occur due to such necessary interruptions.

The Authority does not accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

METERS

Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the Authority, without cost to the consumer. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Waterworks Association by the Authority as often as deemed necessary.

Meter Accuracy. Service meters whose errors do not exceed two percent (2%) fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that at ten percent (10%) load, unless a consumer's rate of usage is known to be practically constant, in which case the error at such constant use will be used.

Meter Location. Meters shall be set in an accessible place on the outside of buildings except where otherwise directed by the Authority. All meters shall be set horizontally and

never connected into a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the Authority.

Bills. Bills will be rendered for service by the 5th day of the month following that in which the service was rendered as set forth in the rate schedule. Service bills not paid by the 16th of the month shall be subject to a ten percent (10%) late charge. Failure of the Authority to submit a service bill shall not excuse the consumer from his obligation to pay for the water used when the bill is submitted. Failure to pay a bill by the 1st day of the month following the month in which the bill is rendered, shall result in the disconnection of the service.

Reconnection Charge. The reconnection charge for restoration of service, if reconnection is authorized and approved, after each suspension of service because of delinquent payment or for other infraction of these Rules, shall be the unpaid amount charged to date against the consumer and a sum to cover the reasonable cost of labor necessary to make such reconnection.

Requested Meter Tests. Meter tests requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent (2%) fast. Otherwise, the consumer for whom the requested test was made will be charged for the cost of making the test.

Consumer's Responsibility. The consumer shall be responsible for any damage to the meter installed for his service on account of any cause other than normal wear and tear.

Change of Occupancy. It shall be the consumer's responsibility to anticipate changes of occupancy and to notify the Authority of such changes; otherwise, the original holder shall be responsible for payment of service. Any balance due a customer on meter deposit will be refunded.

Main Extensions. In extending a water main to serve an applicant, the Authority may, at its discretion, exercise one of the following options:

- (a) If the cost of the extension is less than the average cost of the entire system to each user, and sufficient construction funds are available, the Authority may elect to make the extension upon the applicant's payment of the required connection fee and meter deposit.
- (b) If the cost of the extension is greater than the average cost of the entire system to each user, but funds are available to the extent of such average cost, the Authority may elect to contribute to the extension in the amount of such average cost, and require the applicant to deposit in cash the additional cost in addition to the connection fee. If and as additional consumers are connected to the extension, and as funds become available, all or part of the original consumer's deposit may be returned to him. Any portion of the original deposit

remaining after the expiration of a five-year period will become the property of the Authority. In no case will interest be paid on such deposits.

- (c) In the event that the Authority does not have funds available to pay for construction in the amount of the average cost per member of the entire system, it may require as a condition of extending service, that the applicant deposit in addition to the charge of a connection fee, an amount which may equal the entire cost of the extension. In such an event, the Authority may, as funds become available, return to the consumer that portion of his deposit equal to the average cost of the system per member. No interest will be paid on such deposits.

Services. The Authority will install and pay for all water service pipes from its mains to the meters on property abutting the travelway along which the main is installed. The service pipe shall not be less than 3/4th inch in size. The Authority will also install and pay for the Authority cock, meter, and meter setting. The meter will be set in front of the premises to be served or at the closest point as designated by the Authority.

Applicants Having Excessive Requirements. In the event an applicant whose water requirements are found to exceed the Authority's ability to supply it from existing plant without adversely affecting service to other consumers to an unreasonable extent, the Authority will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover necessary investment in additional plant.

Connection with Private Water System. There shall be no physical connection between any private water system and the water system of the Authority. Representatives of the Authority shall have the right at all reasonable hours to enter upon consumer's premises for the purpose of inspection and enforcement of this provision. Violation of this provision shall constitute cause for disconnection of a consumer's service.

These Rules and Regulations are subject to change from time to time as specified by the Board of Directors. If a provision of the Rules and Regulations conflict with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules and Regulations shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

APPROVED: _____, 2025

By: _____
Roger Jones, President

By: _____
Greg Baccari, Secretary/Treasurer