

CHAPTER 3

RULES AND REGULATIONS

3.01 CONTRACT FOR WATER SERVICES- CUSTOMER ACCEPTS SERVICE. The rules and regulations contained in this Chapter shall constitute and be considered a part of the contract with every person, company, or corporation who is supplied with water services from the South Highway Water District, and every person, company or corporation, hereinafter called a “customer” who accepts and uses water service shall be held to have consented to be bound thereby except Buncombe Water District.

(A) **Not Liable for Interrupted Service.** The South Highway Water District will endeavor at all times to provide a regular and uninterrupted supply of service, but in case of supply of service shall be interrupted, or irregular, or defective, or fail from causes beyond its control, or through ordinary negligence of employees, servants or agents, the South Highway Water District shall not be liable therefor.

(B) **Using Utilities Without Paying.** Any person using water services from the South Highway Water District without paying therefor, or who shall be found guilty of breaking any water meter, or taking water from an open hydrant or meter or any other device, scheme, or method of removing water from the system without properly measuring the amount of water taken or paying for water so taken shall be prosecuted for theft and be liable to the South Highway Water District.

The South Highway Water District in all cases in which water used shall have been obtained without properly measuring the amount of water used shall be empowered and authorized to estimate the amount of water used based upon the facts, evidence, and circumstances present and bill the customer for said water services, which shall be no less than \$50.00. There will be a \$75.00 charge to the customer if the meter is turned on by anyone other than service personnel.

(C) **Destroying or Obstruction of Property.** A person deemed guilty of defacing, obstructing, tampering, injuring or destroying in any manner, limiting the use or availability of any fixture, meter, or any property of the South Highway Water District, or erecting signs on the property of South Highway Water District without permission, shall be prosecuted under the laws of the State of Illinois and be liable to the South Highway Water District.

(D) **Services Obtained by Fraud.** All contracts for water service must be made in the name of the head of the household, firm, or corporation using the spelling of that person or firm’s name. Attempts to obtain service by the use of other names will be considered a subterfuge and service will be denied. If service had been discontinued because of non-payment of bills or any unpaid obligation, and service again has been obtained through subterfuge, misrepresentation or fraud, that service will be promptly disconnected and the whole or such part of the advanced payment, as may be necessary to satisfy the unpaid obligation shall be retained by the South Highway Water District and credited to the proper account.

(E) **Failure to Receive Bill.** Failure to receive a bill shall not excuse a customer from his obligation to pay within the time specified. Should the department be unable to bill a customer for services used during any month, the billing next made shall include the charges for services used during the unbilled month. A month shall be considered as that period approximately thirty (30) days.

(F) **Discontinuing of Water Services.** Water services shall be deemed to have been supplied to any premises connected to the water system until the consumer shall have given notice to the South Highway Water District and the water service shall have been physically terminated by the district. The water bill for any portion of the month for which services have been provided by the district shall be no less than the minimum bill for one month.

(G) **Removal of Meters.** All meters shall remain the property of the department and may be removed from the customer’s premises at anytime without notice for the purpose of testing and repairing the same or upon discontinuance of service. Upon discovery of any unlawful act by a customer, his agent, or employee herein prohibited or upon failure to comply with any other rules and regulations of the South Highway Water District, such service shall be disconnected.

(H) **Payment Penalty.** All bills for water services shall be due and payable upon presentation. The net rate shall apply if a bill is paid by the due date of the month of billing, otherwise the gross rate shall apply which includes penalty.

(I) **Delinquent Notice- Final Notice.** If a water bill is not paid within twenty-five (25) days after the date of the bill, the customer shall be given a five (5) day final notice, and if the bill remains unpaid after the expiration of this time, the services shall be discontinued. There shall be a \$75.00 delinquency charge to the customer for all delinquent water bills which are not paid by the final payment date on the disconnect/past due notice.

(J) **Lien on Property.** In the event the charges for water services, including any penalty then due are not paid within forty (40) days after the rendition of the bill for such service, such charges and penalties shall constitute liens upon the real estate for which such services are supplied, and the Secretary is hereby authorized and directed to file sworn statements showing such delinquent charges in the office of the Recorder of Deeds of Jackson County, Illinois and the filing of such statements shall be deemed notice for the payment of such charges and penalties for such services.

(K) **Reconnect Charge.** If a water service is disconnected to any customer for non-payment of a bill, service shall not be reconnected to that customer until all charges and penalties have been paid, or a payment plan has been arranged.

(L) **Resale.** No water shall be resold or distributed by the customer thereof from the South Highway Water District supply to any premises other than that for which application has been made and the meter installed, except in cases of emergency, or pursuant to a written contract with the South Highway Water District. (Rental including water not metered)

3.02 **LIABILITY FOR CHARGES.** The owner of any lot, parcel of land or premises receiving water services, the occupant of such premises and the user of the services shall be jointly and severally liable for the payment of the services to such lot, parcel of land or premise and all services are rendered to the premises by the South Highway Water District only on the condition that such owner, occupant and user shall be jointly and severally liable therefor to the South Highway Water District.

3.03 **ESTIMATED CHARGE.** Whenever any meter, by reason of its being out of repair, or from any cause, fails to properly register the water passing through the same, the customer shall be charged at the rate shown for the corresponding time of the previous year. If no record of the previous year exists, then it shall be the duty of the Secretary to estimate the amount of water consumed during the time the meter fails to operate, and the consumer shall be charged with such estimated amount,

3.04 **CONSUMER LISTS.** It is hereby made the duty of the District Office to prepare or cause to be prepared a complete and accurate list of all premises and properties receiving water services, showing the name and address of the occupant, and the owner of the same. The list shall be kept up-to-date, and shall be corrected from time to time to allow changes in the occupancy or ownership of any such property or premises.

3.05 **METERS TESTED BY REQUEST.** A customer of the South Highway Water District may request in writing a meter be tested for accuracy which test will be made by a qualified person. Should a customer request a test for accuracy and the meter be determined to be accurate, the customer shall pay for said test; should a customer test for accuracy and the meter be determined to be inaccurate, the expense for the test shall be paid by the South Highway Water District. An accurate meter to replace an inaccurate meter shall always be provided by the South Highway Water District. Any test made solely at the request of the South Highway Water District shall be the expense of the District. Customers requesting a test for accuracy shall pay the estimated cost of such test in advance to the South Highway Water District, who shall immediately refund same if the test determines the meter to be inaccurate.

3.06 **INACCURATE METER.** The quantity of water recorded by the meter shall be accepted as correct by both the customer and South Highway Water District, except when the meter has been found to be registering inaccurately or has ceased to register. In either case, the meter will be promptly repaired by the South Highway Water District, and the quantity used will be determined by the registration of the meter in the same period for the preceding year.

3.07 **WATER DEPOSITS**

- A) **Non-Owners-Residential.** When any application is made for water services in accordance with the provisions of this Chapter he shall deposit with his application the sum of One Hundred Dollars (\$100.00) for water service.
- B) **Owner-Residential.** If the applicant is the record owner of the property for which service is requested, he shall deposit with his applications the sum of Forty Dollars (\$40.00).
- C) **Small Commercial.** When any application is made for water services in accordance with the provisions of this Chapter the agent for the Commercial Property shall deposit with his application the sum of One Hundred Fifty Dollars (\$150.00) for water service
- D) **Commercial-Large Using Units.** When any application is made for water services in accordance with the provisions of this Chapter the agent for the Commercial Property shall deposit with his application the sum of One Thousand Two Hundred Dollars (\$1200.00) for water service.
- E) **Security for Payment-No Interest.** The deposit made under the provisions of this Chapter shall be held by the South Highway Water District as security for the payment of water used by the applicant upon the premises to which his application pertains, and may be so applied when any default is made in the payment in the water bill in accordance with this Chapter. All interest shall belong to the South Highway Water District and no interest shall belong to the customer.

3.08 **SERVICE CHARGES.** A service charge of Twenty-Five Dollars (\$25.00) will be charged to any customer for miscellaneous requests of service to the South Highway Water District for any work outside the normal responsibility of the District. (i.e. turning off the water at the meter in order for the customer to do plumbing work in their home.)

3.09 **USING UNIT DEFINED.** All persons or families residing in a building under one (1) roof, be it an apartment or homes converted into more than one (1) dwelling place, are each a using unit and each family or individual resident residing therein shall be deemed an individual customer, and such homes or apartments or dwelling shall be metered and billed according to the number of families or individual residents residing therein. In the event an individual customer also has a commercial water use on the premises, then said customer shall pay the minimum monthly bill for multiple using units.

3.10 **NO CONNECTION TO INDIVIDUAL'S LINES CONNECTED TO DISTRICT'S LINES-EXCEPTION.** Heretofore in some areas, the South Highway Water District has consented to persons connecting to the line of an individual because

it is not economically feasible to connect to the lines of the South Highway Water District, as at Midland Hills. All lines connecting to the District will be checked and a record made to insure compliance with all health, environmental protection agency and other governmental laws and rules. Hereafter, in such instances, including the present instances now existing, the minimum monthly bill for multiple using units shall be paid and all parties whether owners or users shall be jointly and severally liable for water costs and maintenance from the metering point connection to the Water District lines. No other parties shall be allowed to connect to said lines or any other like lines hereafter without written permission, showing approval by the engineer of the South Highway Water District that same complies with all health and environmental rules and laws, given subject to the agreement of all persons using the line to be jointly and severally liable for the water costs and maintenance cost of the line from the metering point connecting to the Water District line; and further subject to the agreement that the water shall not be disconnected by the District or anyone else as long as one person on said line wants same and is willing to pay for the water costs including maintenance of said line. All persons now connected to such lines will be deemed to have agreed that water shall not be disconnected by the South Highway Water District or anyone else as long as one person now on said line wants water and is willing to pay the water costs including maintenance of the existing line unless said persons unanimously agree to disconnect from the lines of the South Highway Water District and do so on or before June 1, 1979.

3.11 **APPLICATION FOR TAPS AND SERVICE CONNECTIONS TO WATERWORKS SYSTEM.**

An applicant desiring a water service connection with the waterworks system of the South Highway Water District shall file a written application at the District Office, signed by the owner of the property for which the service connection is desired, or by the duly authorized agent of such owner. The application shall be accompanied by payment of the fee hereinafter prescribed to cover the cost of such service connection and meter; that in the event such application is made by an agent for the owner, the application shall also be accompanied by the written authority of the owner to the agent for the making of the application.

3.12 **ALL SERVICE TO BE BY METER.** All water service, whether for domestic, commercial or industrial use shall be metered. All meters shall be so placed and installed so as to render the same accessible at all times for the purpose of reading or repairing, and so as to be free from danger of freezing. Meters outside of a building shall be set in a suitable meter box, approved by the South Highway Water District. Water will not be turned on for new connections until the meter has been installed and all other requirements of the Chapter on the part of the property owner have been fully complied with.

3.13 **METERS TO BE OPEN TO INSPECTION.** All water meters and water fixtures, connections and appurtenances on private property connected with the Waterworks system of the South Highway Water District shall be open to the inspection of the proper officers and employees of the South Highway Water District at all reasonable hours.

3.14. **RESERVED.**

3.15 **METERS DAMAGES BY HOT WATER.** Whenever a meter is found to have been damaged by hot water being forced back into it from the consumer's hot water or heating apparatus, or for any other cause within the control of the consumer, the consumer shall pay the South Highway Water District for the actual costs of the removal, repairing and replacing of the damaged meter and all previous water bills shall be corrected on an estimated basis to cover such period as it appears that the meter was out of order for such damage.

3.16 **WATER DISTRICT NOT LIABLE FOR INTERRUPTION OF SUPPLY.** The South Highway Water District shall have the right to shut off the supply of water whenever it is necessary to make repairs, improvements, enforce rules or for any other operating reason. In all cases, if possible, as reasonable notice as circumstances allow, will be given to consumers, but in emergencies, the water may be shut off without notice. All hot water faucets shall be left open during any shut off to prevent damage to plumbing. Such necessary work will be done as rapidly as may be practical and whenever feasible at such times as will cause the least inconvenience. The South Highway Water District shall not be held responsible for or liable because of any shut-off of supply for any direct or resultant damages to any person, company or consumer to any pipe, fixtures or plumbing.

Water for steam boilers, gas engines, ice plants, or other industrial use, will not be furnished by direct pressure from the mains, but only to tanks holding ample reserve supply. Should any equipment be supplied direct from the mains, then in case of any shut-off of water, the South Highway Water District will not be held responsible or liable for any direct or resulting damage because of interrupted supply, insufficient pressure, or otherwise.

Whenever water mains, pipes and service connections are taken up, shut off or interfered with by reason of any street or road improvements, the South Highway Water District will endeavor to maintain service so far as reasonably possible, but will not be directly or indirectly liable for any interruption, poor pressure, or damage of any kind either to consumers adjacent or to other consumer affected thereby.

The South Highway Water District expressly stipulates with all its consumers and other persons that it will not insure or be responsible or liable in any manner for any losses, or damages, direct or resultant by reason by any fire, and all water service furnished shall always be conditional upon acts of God, inevitable accidents, fire, strikes, riots, war, or any other cause not within the reasonable control of the South Highway Water District.

3.17-3.18 **RESERVED.**

3.19 **CROSS CONNECTIONS.** No consumer or other person shall connect in any manner, any water pump, or other apparatus taking water from any other water supply source, or any foreign liquid or material, to any main or pipe supplied water by the South Highway Water District, even though such connection may be protected by check valves or closed gate valves, because of the danger of polluted water or liquid being forced back into the mains and pipes of the South Highway Water District. Any consumer or other person having or making any such cross-connection, closed or open, shall be deemed sufficient to hold the consumer or other person solely responsible and liable for any and all expense, claims, or suits for damages either direct or resultant that resulted, or could have, in any possible manner, been caused by such cross-connections.

3.20 **INSPECTION.** The South Highway Water District shall have access to all portions of the premises of the consumer at any reasonable time for inspection of the use of water, and the consumer's pipes, fixtures, plumbing, and any other apparatus, in any manner connected to the water system of the South Highway Water District. The South Highway Water District shall have the right and options to demand change or stopping of use to require any repair, change, removal, or improvement of any pipe, fixture, plumbing, or other apparatus that would in any manner affect the water supply or system of the South Highway Water District, or the supply or fixtures of other consumers.

3.21 **INSTALLATION.** No owner or plumber shall be permitted to install water pipes into any two (2) distinct premises or tenements, unless separated and distinct stop-cocks shall be placed on the outside of such premises, nor shall any pipe be constructed to cross lots and/or buildings to adjoining premises.

3.22 **DANGEROUS USAGE.** The South Highway Water District shall have the right to refuse water service, or to discontinue water service without notice at any time to any consumer, if the Water District finds any apparatus or appliances, the operation of which will be detrimental to the water system of the South Highway Water District, or to any or all of its consumers. Standpipes, hydrants, gate valves and any other apparatus that cause water hammer or any danger to the water system of other customers' plumbing shall be immediately replaced or removed upon notice from the South Highway Water District, or at its option, the South Highway Water District may immediately discontinue the service without notice and without any liability for direct resulting damages therefrom.

3.23 **ALLOCATION OF MAINTENANCE COSTS BETWEEN USER AND WATER DISTRICT.** Any repairs to service lines or taps of the District's facilities to meter shall be paid by the District while any repairs to lines from the meter to the building or other facilities of the customer or owner shall be at the sole expense of the customer and/or owner of the premises.

3.24 **SHORTAGE AND PURITY OF SUPPLY.** The South Highway Water District shall not be held responsible for, in any manner liable to any person, company, consumer, or public body for any claim or damage either direct or resultant because of any shortage of water supply, any shut-off of water supply for any reason, any bursting or leakage of either the consumer's or the Water District's mains, pipes and fixtures, any pollutions or impurity in water supply, or any fire or water damage.

3.25 **NON-COMPLIANCE WITH RULES.** If any consumer fails to comply fully with any of the rules and regulations in force, the South Highway Water District shall notify the consumer of such failure. If the consumer does not remedy same, as the rules provide, and within a reasonable time, the South Highway Water District shall have the right to discontinue service. Except in cases of non-payment, emergency, necessity, or as otherwise provided, the South Highway Water District will not discontinue service for violation of any rules until five (5) days after notice has been given and violation has not been remedied.

3.26 **RULES TO BECOME PART OF CONTRACT.** All of the rules and regulations concerning the use of the facilities of the water plant and the consumptions of water shall be adopted and the same shall become a part of the contract with every consumer and every water consumer shall be considered to take water from the South Highway Water District, subject thereto and bound thereby.

3.27 **RESERVED.**

**South Highway Water District
111 Cedar Creek Road
Makanda, Illinois 62958**