

East Monroe Water Corporation

Rules and Regulations

I. Service Classification **There shall be no distinction of this category.**

II. Service Application

- A. Any person, including any body politic and/or corporate, holding property, having need of and within reasonable accessibility to the services operated by the Corporation may become a member of this Corporation upon the approval of the Board of Directors. However, no person otherwise eligible shall be permitted to subscribe for, or obtain membership if the capacity of the Corporation's water system is exhausted by the needs of its existing members.
- B. Upon approval of the Board of Directors a person admitted to membership shall sign an agreement for the purchase of water as may be provided by the Corporation. A fee for such membership shall be paid as covered in the attached schedule of Rates of Charges. Only members are eligible to purchase water from the Corporation.
- C. A recorded easement covering the area in which the Corporation lines or meter are to be installed must be furnished to the Corporation by the member, prior to installation of any line or meter.
- D. The Corporation may reject any application for membership when the applicant has previously been a member of this Corporation and upon surrendering membership was delinquent in payment of bills incurred for services previously supplied by the Corporation.
- E. Violation of any of the provisions of these Rules and Regulations, or Corporation Bylaws will permit the Corporation to remove the meter and discontinue service. When the meter is thereafter reinstalled, the member shall pay the Corporation the reconnection fee and the minimum monthly bill multiplied by the number of months the water was out of service up to 12 months. Also, any member that voluntarily asks to have service discontinued and then later requests membership reinstatement within a 12 month period shall also pay the Corporation the reconnection fee and the minimum monthly bill multiplied by the number of months the water was out of service.
- F. The individual in whose name the membership certificate is issued shall be responsible for payment of all bills incurred in connection with the service rendered.
- G. Each application for metered service shall include a meter membership fee of \$100.00, even though the applicant is a member of the Corporation. Such fee is refundable upon termination of service and payment of all charges due the Corporation.

III. Initial or Minimum Charges

- A. The flat minimum monthly rate, as covered in the attached schedule of Rates and Charges, will be payable irrespectively of whether any water is used by the member during any month.

- B. If the Corporation is required to remove the meter for any reason, service will only be restored upon payment of fees as covered in II-E above.
- C. A tap fee as covered in the attached schedule of Rates and Charges shall be made for each new meter installation, regardless of location. Each meter requires a separate meter reading sheet and a separate account will be established for each meter.
- D. Water furnished for a given lot or farm stead shall be used on that lot or farm stead only in accordance with the following conditions:
 - 1. Each building, residential or commercial, requiring water shall be metered separately from any other such building on that lot.
 - 2. Separate meters will **not** be required for each building on a bonafide farm except when more than one residence is located on that farm; which is this case item 1 above will apply.
 - 3. A minimum of one (1) commercial meter shall be required at each campground or trailer park for supplying water to campsites which are **not** used as full time residences.
 - 4. Each mobile home or trailer established as a full time or permanent residence or for commercial use shall be metered separately regardless of location.
 - 5. A single building used for multiple residence or a single building used jointly for commercial and residential occupancy will **not** require metering of individual units, unless so required by the owner.
 - 6. Condominiums which are individually owned shall be metered as separate units.
- E. In addition to the collection of regular rates, the Corporation may collect from the member a proportionate share of any privilege, sales or use tax impositions, based on gross revenue received by the Corporation.

IV. CORPORATION RESPONSIBILITIES

- A. When it is necessary to provide steel casing to conform with County, State or Federal regulations when crossing under roads to reach a member's premises the cost of installing the steel casing shall be paid by the member.
- B. The Corporation will install, own and maintain a meter housing, meter and shut-off valve at each delivery point (meter location).
- C. To insure proper service, reading and maintenance the meter location will be determined by the Corporation, however the desires of the member will be considered in determining this location.
- D. The member shall provide, own and maintain the service line between the meter location and his point of use, as covered in Section VI of these Rules and Regulations.

V. Corporation's Liability

- A. The Corporation does not assume the responsibility of inspecting the member's piping or apparatus and will not be responsible therefore.
- B. The Corporation reserves the right to refuse service unless the member's lines or piping are installed in such a manner as to prevent cross-connecting or back-flow.
- C. The Corporation shall not be liable for damage of any kind whatsoever resulting from water or use of water on the member's premises, unless such damage results directly from negligence on the part of the Corporation. The Corporation shall not be responsible for any damage done or resulting from any defects in piping, fixtures or appliances on the member's premises. The Corporation shall not be responsible for negligence of a third person or persons beyond the control of the Corporation resulting in any interruption to service.
- D. Under normal conditions the members will be notified of any anticipated interruptions to service. If there is an interruption of service, the Corporation shall have no liability for financial damages of any nature claimed by a member, water user or any person or entity allegedly caused by a resulting "Boil Order" or the interruption itself.

VI. Member's Responsibility

- A. Piping on the premises of the member must be so installed that the connections are conveniently located with respect to the Corporation's water lines.
- B. The member shall provide a location for metering which will be unobstructed and accessible at all times.
- C. 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 Corporation Rules and Regulations; and in full compliance with sanitary regulations set forth by the Indiana State Board of Health. The member shall be responsible for insuring that all required back flow prevention devices are inspected annually by a state-licensed inspector, and for delivering copies of the inspection reports to the Corporation for archiving.
- D. The member shall guarantee proper protection for the Corporation's property placed on the member's premises and shall permit access to it only by authorized representative of the Corporation.
- E. In the event that any loss or damage to the property of the Corporation or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the member, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the member to the Corporation and any liability otherwise resulting shall be assumed by the member.
- F. The amount of such loss or damage or the cost of repairs shall be billed separate and apart from the water bill and if not paid, service may be discontinued by the Corporation.

- G. Water furnished by the Corporation shall be used for consumption by the member, his household, and employees only. The member shall not sell water to any other person. Water shall not be used for irrigation, fire protection, or other purposes; except that when water is available in sufficient quantity without interfering with the regular domestic consumption. Disregard of this rule shall be sufficient cause to discontinue or refuse service.
- H. If a customer requests for his convenience or by his actions requires that utility facilities be redesigned, re-engineered, relocated, removed, modified, or reinstalled, the utility may require the customer to make payment to it of the full cost of performing such service.

VII. Extensions to Main and Service Lines

System for Planning and Constructing a Line Extension

Event No.	Event Description	Responsibility	Unit Cost to Client
PROJECT PHASE 1 (Preliminary Planning)			
1-A	Prepare application for line extension. Client pays \$25 application fee.	Client	\$25.00
1-B	Conduct pressure/flow rate survey at locality where line extension is to be installed. This information is presented to the EMWC Board of Directors at the regular monthly board meeting. The process stops here if the pressure/flow rate checks indicate lower than required pressure and flow rate to meet the needs of all users on the system. (Included as part of \$25 application fee).	EMWC Field Supervisor and Bd. of Dir.	
1-C	Prepare Preliminary Construction Plan, if pressure/flow rate check conducted in Event 1-B is satisfactory.	EMWC Field Supervisor	\$35/hr.
1-D	Review Preliminary Construction Plan with client and obtain approval.	EMWC Field Supervisor	\$35/hr.
1-E	Prepare Hydraulic Study. This study takes into consideration the preliminary construction plan prepared in Event 1-C. Client engages engineer for this study and pays Engineer's fee.	Engineer and Client	Engineer's Fee

Event No.	Event Description	Responsibility	Unit Cost to Client
1-F	Conduct Rock Survey - over proposed route of line extension. This Event must be completed before a cost estimate is prepared to ensure that rock removal cost is included in the cost estimate.	EMWC Field Supervisor	\$35/hr.
1-G	Prepare Preliminary cost estimate. This preliminary cost estimate is based on the preliminary construction plan prepared in (Event 1-C), the hydraulic survey in (Event 1-E) and the rock survey in (Event 1-F).	EMWC Field Supervisor and Office Coordinator	\$35/hr.
1-H	Review and Approval of Preliminary Cost Estimate by EMWC Board of Directors prior to review and approval by client, at regular monthly board meeting.	EMWC Bd. of Dir.	
1-I	Review and Approval of Preliminary Cost estimate by Client.	Client	
1-J	Prepare IDEM Construction Permit. Client engages engineer to prepare permit and bears the cost of the preparation of this permit (45-60 working days required for processing permit).	Engineer	Engineer's Fee

PROJECT PHASE 2 (Easements)

2-A	Obtain Private Easements. These are easements required by EMWC to allow the company to construct a line extension over private property. Client prepares these easements and submits to EMWC with membership application.	Client	
2-B	Obtain County and State Easements. These are easements for construction of a line extension across or under county and state property and roads when required.	EMWC Field Supervisor	\$35/hr.

Event No.	Event Description	Responsibility	Unit Cost to Client
2-C	Obtain DNR Easements. These are Easements for construction of a line extension across DNR controlled properties, when required.	EMWC Field Supervisor	\$35/hr.
2-D	Collect all Easements is required for the construction of a line extension over proposed route, as shown in construction plan, and submit to EMWC Office Coordinator for preparation for client and EMWC Board of Directors meeting.	EMWC Field Supervisor and Office Coordinator	\$35/hr.

PROJECT PHASE 3 (Final Preparations)

3-A	Receipt of IDEM Construction Permit. This event initiates Phase Three of the project.	EMWC Office Coordinator	
3-B	Prepare Final Construction Plan and Cost Estimate.	Office Coordinator, Field Supervisor	\$35/hr.
3-C	Client wanting hookups must complete membership applications for approval by Board of Directors. All fees for membership (\$100 each) and meter sets (\$650 each) must be paid in advance.	Client	\$750 per Member and per meter
3-D	Review an Approval of Project by EMWC Board of Directors and Client. This meeting is held for the purpose of reviewing the final construction plan, the final cost estimate, the IDEM permit, all easements (Event 2-D) and fees (Event 3-C) by Board of Directors and the Client at regular monthly board meeting before project is approved and construction is allowed to begin.	EMWC Board of Directors, Field Supervisor, Office Coordinator and Client	

Event No.	Event Description	Responsibility	Unit Cost to Client
3-E	Prepare Contract	EMWC	
3-F	EMWC/Client sign Contract	EMWC President, Secretary & Client	
3-G	Advance Payment is made by Client prior to the start of construction. Payment is given to EMWC Office Coordinator for processing before construction can begin.	Client	Pay in Full

PROJECT PHASE 4 (Construction)

4-A	Obtain Utility Line locations. All line extension must be located prior to the start of construction.	Supervisor & responsible Utilities	
4-B	Construct Line Extension.	EMWC Field Supervisor	
4-C	Test Line. The line extension must be tested in accordance with IDEM procedures and standards.	EMWC Field Supervisor	
4-E	Prepare As-Built drawings. A final drawing of the line extension must be made for record purposes. The location of the line in the ground must be measured and, when feasible, these measurements are to be transferred to the Aerial Photo prints as a permanent record. If an Aerial Photo print is not available, an accurate drawing should be prepared.	EMWC Field Supervisor	

VIII. Access to Premises

- A. Duly authorized agents of the Corporation shall have access, at all reasonable hours to the premises of the member for the purpose of installing or removing Corporation property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities. This shall also include access to inspect for any potential cross-connection configurations in the member's plumbing which might lead to contamination of the public water system.
- B. Each member shall grant or convey, or shall cause to be granted or conveyed to the Corporation 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 placing the Corporation's facilities and lines to furnish service to the member.

IX. Change of Occupancy

- A. Not less than three (3) day notice must be given in person or in writing to the Corporation to discontinue service or to change occupancy.
- B. The property owner shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.
- C. A reconnection fee (see Schedule of Rates and Charges) will be billed to the incoming owner to cover the cost of meter reading and clerical record keeping necessitated by the change in occupancy.

X. Meter Reading - Billing - Collection

- A. Bills for water will be figured in accordance with the Corporation's published rate schedule and will be based on the amount of water consumed during the period covered by the meter readings. However, when the member orders a connection or turn-on, the minimum bill from the connect date to the next meter reading shall be equal to at least the minimum charge for one full month's service.
- B. Charges for water service will start on the date the meter is installed, whether or not any water is actually used.
- C. Readings from different meters will not be combined for billing purposes, irrespective of the fact that said meters are for the same or different premises, or the same or different members, or for the same or different services.
- D. Bills are due when rendered and become delinquent if not paid within seventeen (17) days after the mailing date. A late payment charge will be added for delinquent bills in the amount of ten (10) percent.
- E. If a member has not paid his/her bill by the time the next bill is mailed, he/she will be notified that the bill must be paid in full within fifteen (15) days. If not paid, the member will be notified that he/she has ten (10) days to pay in full or water service will be discontinued. If the member fails to meet this deadline, service will be discontinued and only will be restored upon payment of the debt in full, plus such other charges as described in the corporation's bill of tariff.

- F. A reconnection fee must be paid by the member prior to the restoration of service as covered in Section II-E and X-C.
- G. A collection fee will be billed to the member as shown in the schedule of Rates and Charges for all checks which are returned to the Treasurer by the bank as "Uncollectable".
- H. Failure to receive bills or notices shall not prevent bills from becoming delinquent, nor relieve the member from payment.

XI. Suspension of Service

- A. When services are discontinued and all bills paid, Membership certificates will be purchased by the Corporation at the cost originally paid by the member purchasing the certificate prior to (effective date of these revisions).
- B. Certificates of membership will be issued in the name of each new applicant for service upon receipt of the membership fee stated in the Schedule of Water Rates and Charges.
- C. Service disconnected for non-payment of bills will be restored only after all bills and the "Reconnect Fee" shown in the schedule of Rates and Charges have been paid in full.
- D. The Corporation reserves the right to discontinue its service without notice for the following reasons:
 - 1. To prevent fraud or abuse.
 - 2. Emergency repairs.
 - 3. Insufficiency of supply due to circumstances beyond the Corporation's control.
 - 4. Legal process.
 - 5. Direction of public authorities.
 - 6. Strikes, riot, fire, flood, accident or any unavoidable cause.
- E. The Corporation may in addition to prosecution by law, permanently refuse service to any member who tampers with a meter or other measuring device.

XII. Complaints - Adjustments

- A. If a member believes his bill to be in error, he shall present his claim, in person or in writing, to the Board of Directors. The member may pay such bill under protest and said payment shall not prejudice his claim.
- B. The Corporation shall make a test of meter accuracy upon written request by a customer. A second test of the customer's meter may be requested after twelve (12) months. The customer may be required to bear the full cost of any subsequent test of his meter if requested at less than thirty-six (36) months after the preceding test, if error of the meter is found to be in compliance with Rule 9, Public Service Commission of Indiana (11/28/77). A written report giving the results of such tests shall be made to the customer within 10 days after the test is complete and a complete record of the same shall be kept on file in the office of the utility. Any appeal, in regard to the results of the customer's meter test, shall be filed with the Public Service Commission of Indiana within (5) days of the date of the report.

- C. If the seal of a meter is broken by other than the Corporation's representative or if the meter has been tampered with the customer will be billed an estimated amount based upon past usage.
- D. If a meter has stopped or malfunctioned through no fault of the customer the customer will be billed only the monthly minimum charge.

XIII. Abridgement or Modification of Rules

- A. No promise, agreement or representation of any employee of the Corporation shall be binding upon the Corporation except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Corporation.
- B. No modification of rates or any of the Rules and Regulations of the Corporation shall be made without the approval of two-thirds (2/3) of the entire Board of Directors.
- C. The word "Member" used herein applies to members of the **East Monroe Water Corporation** as defined in the Bylaws thereof.

Attachment: Schedule of Rates and Charges applying to the members of East Monroe Water Corporation, identified on page 8, showing the approval of the Board of Directors.