

Greenacres County Water and Sewer District

# **REGULATIONS**

## **GOVERNING WATER SERVICE**

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### **BOARD OF DIRECTORS**

\_\_\_\_\_, President

\_\_\_\_\_, Vice President

\_\_\_\_\_, Secretary/Treasurer

\_\_\_\_\_, Member

\_\_\_\_\_, Member



## TABLE OF CONTENTS

	<u>Page</u>
Introduction.....	1
Regulation 1 – Definitions.....	1
Regulation 2 – General Provisions.....	5
Regulation 3 – Availability of Water Service.....	5
Regulation 4 – Conditions and Uses of Service.....	8
Regulation 5 – Extensions of the District’s Base System.....	14
Regulation 6 – Fire Hydrants.....	20
Regulation 7 – Customer’s Installation.....	20
Regulation 8 – Meters.....	23
Regulation 9 – Billing.....	24
Regulation 10 – District’s Installation.....	27
Regulation 11 – Water Sample Testing.....	28
Regulation 12 – District’s Record and Accounting System.....	28

GREENACRES COUNTY WATER AND SEWER DISTRICT

REGULATIONS GOVERNING WATER SERVICE

**INTRODUCTION**

Water supply service is furnished within the Approved Water Service Area of the Greenacres County Water and Sewer District, situated in Flathead County, in the State of Montana. The District is subject to the By-Laws adopted by the Directors of the District, state laws applicable to a county water sewer district, and all regulations enacted by the Board of Directors.

The following Regulations Governing Water Service of the Greenacres County Water and Sewer District are binding upon all existing users of the District. All parties are hereby bound by these Regulations.

The intent of the District to achieve, through these Regulations Governing Water Service, is an efficient, economical and safe water supply service. The District respectfully requests cooperation from everyone concerned in attaining a high quality of water supply service to all customers.

**REGULATION 1 – DEFINITIONS**

Whenever the following words and phrases appear in this Regulations Governing Water Service, or in application or contract for water service, they shall be given the meaning attributed to them by this Regulation unless specifically indicated otherwise. When not inconsistent with the context, words used in the present tense shall include the future, the singular shall include the plural, and the plural the singular.

**1.1 APPROVED WATER SERVICE AREA** – The term “Approved Water Service Area” as used herein shall mean the geographical area which the District has officially designated as the area it intends to supply water service to.

**1.2 APPURTENANCE** – A right, privilege, or improvement belonging to and passing with a principal property.

**1.3 BASE SYSTEM** – The term “base system” as used herein shall mean the District’s water supply system that is in existence at the time an application is submitted to the District by a customer who is requesting an extension of water service. The base system includes the source of supply, transmission and distribution lines, and appurtenances, pumping station, reservoirs, and all other property, equipment, buildings, and structures under the ownership or direct control of the water District.

**1.4 BOARD** – The word “Board” as used herein shall mean the Board of Directors of the Greenacres County Water and Sewer District.

**1.5 COUNTY** – The word “County” or “Flathead County” as used herein shall mean the Flathead County of the State of Montana.

**1.6 CROSS-CONNECTION** – The term “cross-connection” as used herein shall mean any connection and/or arrangement, physical or otherwise, between the District water supply system and the customer’s installation. Any foreign source of water supply, plumbing fixture, tank, or any device through which it may be possible for potable and non-potable water or other substances to enter into any part of such potable water system is also a cross-connection.

**1.7 CUSTOMER** – The word “customer” as used herein shall mean any individual or other legal entity owning the property receiving water service from the District.

**1.8 CUSTOMER’S INSTALLATION** – The term “customer’s installation” as used herein shall mean all equipment from the curb stop on customer’s side of the point of delivery, except the District’s water meter and any other equipment owned by the District.

**1.9 DISTRICT** – The term “District” as used herein shall mean the Greenacres County Water and Sewer District.

**1.10 EXTENSION** – The term “extension” as used herein shall mean the act or process of extending, adding to or enlarging the District’s base system to provide water service to a prospective customer, or a group of prospective customers, and said extension shall be construed in accordance with these Regulations and all of the District’s standards of design and construction.

**1.11 GALLONS** – The term “gallons” as used herein shall mean the unit of measure used by the District when computing the amount of water consumed or that passes through a meter.

**1.12 INDIVIDUAL EXTENSION** – The term “individual extension” as used herein shall mean an extension of the District’s base system to provide service to an individual customer, and said water extension is to be constructed in accordance with these Regulations and the District’s main extension standards.

**1.13 IN-TRACT FACILITIES** – The term “in-tract facilities” as used herein shall mean the water mains, sewer lines, and appurtenances installed within the subdivision, or any other similar type parcel of land and which are to be owned by the District upon completion of construction of said facilities.

**1.14 METER** – The word “meter” as used herein shall mean the instrument, including any auxiliary devices and equipment, used to measure the amount of water delivered to a customer and which are owned by the District.

**1.15 MONTH** – The word “month” as used herein shall mean an interval of approximately 30 days between consecutive meter reading dates and not necessarily a calendar month.

**1.16 OFF-SITE FACILITIES** – The term “off-site facilities” as used herein shall mean the water mains and appurtenances installed for the purpose of connecting in-tract facilities with the nearest point in the District’s base system at which adequate capacity is available to meeting the domestic and fire flow requirements of the in-tract facilities.

**1.17 OVERHEAD** – The term “overhead” as used herein shall mean all those elements of indirect cost necessary in the production of an article or the performance of a service, such as operating an office, installing a customer’s installation, installing a water main, etc., and which are of such nature that the amount applicable to each unit of production or service cannot be determined readily or accurately and are usually therefore allocated on some estimated basis. Usually they relate to those objects of expenditure which do not become an integral part of the finished product or service such as rent, light, supplies, management, supervision, etc.

**1.18 POINT OF DELIVERY** – The term “point of delivery” as used herein shall mean the point at which the District’s facilities connect physically to customer’s facilities, the location of which shall be designated by or satisfactory to the District and, unless otherwise designated in the service agreement, shall be located at the District’s curb stop which is normally connected via service pipe to the District’s water main located in the street or public right-of-way or easements that abut the property to be served.

**1.19 PREMISES** – The term “premises” as used herein shall mean a private home or house, or property may be deemed a premises by the District, provided that:

1. All of such buildings are on the same lot or adjoining lots and said lots form a continuous plat which is not separated by any type of public right-of-way.
2. All the property to be served is under one ownership and/or under single control with respect to compliance with these Regulations; the responsibility for payment of the water bills; and the responsibility for maintenance, repair and replacement of customer’s installation; and
3. The owner of the property to be served, prior to being granted water service by the District, agrees in writing to comply with these Regulations and, in addition, said owner further agrees that he will, at his expense, install an individual water service building located on his property prior to even further subdividing and selling said property as individual parcels of land.
4. In the event it is determined by the District that it is impractical to construct an independent and separate water system to serve each building within a group of buildings which are located on a single parcel of land under ownership by a single entity, then in that event the District may allow more than one separate

building to be served by a single water main. However, the District's approval shall not be given in such circumstances until the property owner:

- a. Provides the District with a copy of appropriate title memorandums and properly executes a multiple building service covenant, records the same with the County Clerk and Records, and subsequently provides the District with a copy of the recorded document; and
- b. Pay the District the appropriate special agreement fee or as the same may be amended from time to time.

**1.20 RATE SCHEDULE** – The term “rate schedule” as used herein shall mean a formal statement approved by the Board of the rates, charges and conditions for a particular class or type of service.

**1.21 READILY ACCESSIBLE** – The term “readily accessible” as used herein shall mean safely and easily reached during regular daytime working hours and not subject to being under “lock and key”, “fenced in”, “covered up”, and otherwise obstructed.

**1.22 SERVICE AGREEMENT** – The term “service agreement” as used herein shall mean the agreement or contract between the District and customer pursuant to which water service is supplied and taken.

**1.23 SERVICE LINE** – The term “service line” as used herein shall mean the underground line from customer's side of curb stop.

**1.24 SERVICE PIPE** – The term “service pipe” as used herein shall mean the pipe from main line to the curb stop, and owned and maintained by District.

**1.25 SHALL, WILL, MAY, REQUIRED AND SHOULD** – The words “shall”, “will”, “may”, “required”, and “should” as used herein indicate the status of the regulation. “Will”, for instance is a requirement. “Should” is recommended. “May” is at the discretion of the Board or the customer. “Shall” and “required” are mandatory wherever used herein.

**1.26 SPECIAL FACILITIES** – The term “special facilities” as used herein shall mean the base system facilities other than water mains, fire hydrants, and appurtenances that are required specifically to assure satisfactory service to customers of the District. Examples of special facilities are pumping plants, reservoirs, lift stations, and backflow prevention devices which may be required to serve a relatively small geographical area within the Approved Water Service Area of the District.

**1.27 SPRINKLING** – The word “sprinkling” as used herein shall mean the applying of water to gardens, lawns, shrubs, trees, sidewalks, or for washing vehicles, buildings or other equipment or structures.

**1.28 WATER MAIN** – The term “water main” or “main” as used herein shall mean the pipe laid in the street or other right-of-way or easement for the distribution of water to a customer or customer’s installation; a line designed or used to service more than one premises constitutes a water main as defined and used herein.

**1.29 WATER SERVICE** – The term “water service” or “service” as used herein shall mean the supplying of water, either directly or indirectly, from the District’s base system, or the availability of water supplied either directly from the District’s base system, at the point of delivery and also the water so delivered or used.

## **REGULATION 2 – GENERAL PROVISIONS**

**2.1 COVERAGE** – These Regulations govern the supplying by the District and taking by customers of water service in the Approved Water Service Area of the Greenacres County Water and Sewer District. They are subject to revision from time to time after approval by the Board, and supersede all other Board-approved regulations governing water service by whatever term designated which may heretofore have governed the supplying and taking of water service within the Approved Water Service Area of the Greenacres County Water and Sewer District.

**2.2 PURPOSE** – These Regulations Governing Water Service are intended to define good utility practice which can normally be expected, but are not intended, to exclude other accepted standards and practices not covered herein. They are intended to insure adequate service to the users and to protect the District from unreasonable demands.

**2.3 INFORMATION AVAILABLE TO PROSPECTIVE MEMBERS** – There shall be made available to prospective members, through requests to the Board, copies of these service regulations, the approved rate schedules of the District, standard extension and introduction of water service agreement forms, and service standards of the District.

**2.4 WAIVER OF REGULATIONS** – In any case where compliance with any of these Regulations introduces unusual difficulty, such regulation may be temporarily waived by the Board upon application of the District or the customer. If in any case compliance with a regulation would cost more than the results of such compliance are worth, such regulation may be permanently set aside by the Board. The waiver of any regulation shall not bar the District from applying these regulations in the future.

## **REGULATION 3 – AVAILABILITY OF WATER SERVICE**

**3.1 SERVICE AGREEMENTS** – The District contracts with owners of property or their legally authorized agents. A customer or prospective customer is required to sign one of



the District's standard extension or introduction of water service agreement forms prior to granting of water service by the District. The extension or introduction of water service agreement forms are a request for an extension of the District's base system or for a customer's installation only, and said agreement forms do not constitute a contract for extension of service until such are accepted and approved by the Board.

**3.2 APPLICATIONS FOR WATER SERVICE** – Applications for the extension of the District's base system or for the introduction of water service shall be made to the Board on printed extension or introduction of water service agreement forms approved and furnished by the District for that purpose. Extension or introduction of water service agreement forms must be signed by the owner of the property to be served or his legally authorized agent.

The District may set forth a time limit for construction completion in all such type agreements. The construction of installation of the proposed extension or customer's installation must be completed within the time period designated by the District in the agreements or the agreements regarding same shall be deemed by the District to be null and void.

Applicants requesting an extension of the District's base system shall pay to the District at the time the application is filed with the District the appropriate extension application fee. Such fee shall be adequate to cover the District's expenses in processing the application as well as updating the District's records to reflect the facilities so extended under the extension application in question.

Special service agreement fees such as, but not limited to, Rights-of-Way Agreements and Special Covenant Agreements, unless otherwise provided for, shall be the actual cost of all legal, engineering, title, and recording fees attendant thereto. Said fees shall be due and payable to the District upon execution and/or recording of such agreements.

**3.3 WATER SERVICE AREA** – The Approved Water Service Area is the current geographical area which the District has officially designated as the area it intends to supply water service. Water service shall not be granted by the District to any prospective customer unless the property to be served by an extension and/or customer's installation is located entirely within the Approved Water Service Area of the District. The District may, at the discretion of the Board, provide for enlargement of the boundaries of its Approved Water Service Area for the specific purpose of including an additional area to be served by the District. However, the Board must first be satisfied that the District has adequate facilities to provide water service to the new area without reducing the overall quality of service to members within the existing Approved Water Service Area of the District.

**3.4 GRANTING OF WATER SERVICE WITHIN THE DISTRICT'S APPROVED WATER AREA** – If the District's base system extends to, fronts, and abuts the property where service is desired, as well as at the District's normal point of delivery, and said base system is adequate and suitable as to pipe size, water supply and pressure for the

service desired by the customer or prospective customer, then water service shall be granted by the District to any prospective customer who:

1. Fully and truly sets forth all purposes for which water service may be required and that said purposes comply with these Regulations;
2. At the time of applications pays to the District all applicable fees, deposits, and charges required by the District for the type of water service applied for;
3. Provides the District with a legal description of the total area to be served by the proposed extension and/or customer's installation, and said area to be served is located entirely within the District's Approved Water Service Area;
4. Has participated in the cost of the construction for the base system with which customer's installation is to make connection at the point of delivery;
5. Properly executes the required number of copies of the District's standard extension or introduction of water service agreement forms and submits same to the District for the Board's approval; and
6. Grants to the District the required right-of-way, permits and licenses for the District to provide the service being requested by the customer and in accordance with the provisions of Regulation 5-8 of these Regulations.

**3.5 SPECIAL CONDITIONS** – Prospective customers requesting water service for property that has never participated in the cost of the construction of the District's base system shall be required to execute and submit a special extension agreement form to the District for the Board's consideration and approval. In the event the existing base system extends to the District's normal point of delivery for the customer's installation, the District may grant the prospective customer water service, provided said customer complies with all other provisions of these Regulations, and in addition may be required to contribute prospective customer's pro rata share of the cost, based on the previous fiscal year, of the base system so utilized to provide domestic and potential fire protection water service to said customer. Customers or prospective customers requesting water service for property that is located beyond the existing base system of the District will be required to extend at their expense the base system of the District in accordance with these Regulations prior to being granted water service by the District.

**3.6 ADMINISTRATIVE HEARING BEFORE THE BOARD** - In the event an application or other approval for any act permitted under these Regulations is not approved, and the proponent has been so notified either orally or in writing, the proponent may proceed in the following manner to the Board:

1. Information Required: At least ten (10) days before the next succeeding, regularly scheduled Board meeting, the proponent shall notify the Board Secretary, in writing, of his desire to put the matter before the Board and

simultaneously present to the Board Secretary any and all additional information the proponent desires to present to the Board at said meeting.

2. Scheduling: The Board Secretary shall schedule the matter to be heard at such next succeeding Board meeting.
3. Hearing: At the hearing, the Board shall hear the matter informally, with the President of the Board controlling procedure. The proponent shall first present his side, then the Board Secretary, or District agent, his information. If either party desires to present anything further, the President shall conduct such further proceedings as may seem fair and expeditious. After presentation by both parties is complete, the Board shall deliberate. In the event the Board deems further time advisable, it shall notify the parties of the date on which its decision will be announced, in no case to be more than 30 days, unless the Board is in doubt and desires further hearing on the matter. In any event, the Board may not engage in hearings on the matter for a total time span from the date of initial hearing to final hearing date in excess of 120 days. In all cases the Boards' decision shall be rendered in not more than 30 days following the final hearing day.
4. Nothing herein is intended to preclude the Board and President from altering established procedure to achieve the end of speedy and fair disposition of matters before it.

## **REGULATION 4 – CONDITIONS AND USE OF SERVICE**

**4.1 SUPPLYING OF SERVICE** – Service will be supplied by the District to all customers within its Approved Water service Area only under and pursuant to these Regulations, and any modifications or additions hereto lawfully made, and under such applicable rate schedules and contracts as may from time to time be lawfully established.

No person shall drill a private water well for any purposes within the boundaries of the District.

**4.2 DISTRICT RESPONSIBILITY** – The sole obligation of the District shall be to supply water service to the customer only under the terms and conditions of the service agreement with the customer. The District shall have the right to discontinue such service pursuant to these Regulations and/or the service agreement.

**4.3 WASTE OF WATER** – Waste of water is prohibited, and customers must keep their fixtures, appliances and other equipment in good order at their own expense and all waterways closed when not in use. Leaky fixtures and appliances must be repaired at once without waiting for notice from the District.

**4.4 UNAUTHORIZED TURN-ONS, TURN-OFFS, AND CONNECTIONS** – No one other than District employees or agents, in the performance of duties for the District, shall turn off the water to any customer’s premises at the curb stop without having first obtained the written approval from the District. The curb stop will not be turned on by the District to serve any premises unless the customer or his agent is present at the premises at the time the District turns said water on.

Persons not authorized by the District shall not open, close, turn, or interfere with, or attach to or connect with, any fire hydrant, water main, valve or other appurtenance belonging to the District.

No connections whatever shall be made by anyone to the customer’s installation between the water main and the customer’s water outlets for any purpose without written authorization from the District.

Under no circumstances shall anyone, without written authorization from the District, connect to the customer’s installation to serve any separate structure on or off the customer’s premises.

In the event any customer or potential customer, or his plumber or contractor, violates the Regulation, the District may thereafter deny service until all damages or costs incurred have been reimburses to the District.

**4.5 INTERRUPTIONS OF WATER SUPPLY** – The utility will exercise reasonable diligence in supplying satisfactory and continuous water service, but cannot and does not guarantee a constant and uninterrupted water supply. Water pressures will vary because of differences in elevations and water demands. In most locations, and under normal operating conditions, the static pressure supplied by the District shall be between 35 and 100 pounds per square inch gauge (psig), except for fire flow conditions under which 20 psig is allowed.

Whenever necessary for the purpose of making repairs, extensions, replacements, enlargements, or other improvements to its system, the District shall have the right to temporarily suspend the delivery of water and, in such cases, the District will give reasonable notice if circumstances permit. Whenever an interruption of service can be foreseen, the District will attempt to schedule its activities to minimize service disruptions. Any interruption will be of as short a duration as practicable under safe operating conditions.

**4.6 GENERAL DISTRICT LIABILITY** – Any temporary failure of the District to supply water service by reason of accident, acts of God, or otherwise, shall not render the District liable. The District may adjust the bill up to a pro rata abatement of service charges.

**4.7 RESALE OF WATER** – The District’s approved rate schedule covers the sale of water for the sole and exclusive use of the customer. Service shall be used by the customer only for the purposes specified in the service agreement, contract, or applicable

rate schedules. Customer shall not re-meter, share, sell or permit other individuals to use such service or secure water through customer's service line by hose or other devices for the purpose of supplying water to said individual's property without the prior approval of, and written permission from, the Board.

**4.8 RIGHTS-OF-WAY AND PERMITS** – A customer, or prospective customer, shall grant to the District without charge all rights-of-way, permits, licenses and inspection certificates necessary for the installation, maintenance, repair, replacement, enlargement, removal or use of any or all pipe, equipment or materials used to supply and deliver water to said customer.

**4.9 ACCESS TO CUSTOMER'S PREMISES AND RIGHTS-OF-WAY** – Acceptance by customer of water service supplied directly or indirectly from the utility's base system shall constitute agreement that authorized employees or agents of the District bearing proper credentials and identification shall have access to the customer's premises at all reasonable times for any purpose related to water service under rules, regulations, Articles of Incorporation and By-Laws of the District. Duly authorized employees or agents of the District bearing proper credentials and identification shall be permitted to enter on and use all private properties through which the District holds a duly negotiated District right-of-way. Entry on and use of the aforementioned rights-of-way shall be for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, replacement, enlargement, operation and maintenance of any portion of the District's water system located within the rights- of-way easements, and shall be done in full accordance with the terms of the duly negotiated easement agreement pertaining to the property involved.

No person shall obstruct such rights-of-way in any manner whatever which prevents the untrammled use of the rights-of-way by duly authorized employees or agents of the District, unless such obstructions are specifically permitted by the public authority having jurisdiction in the case of public rights-of-way, or under the terms of the easement agreement with respect to District right-of-way easements.

**4.10 SPRINKLING** – The District may specify the hours and days during which sprinkling by any customers supplied water from the District's base system will be permitted and will give notice thereof through the newsletters, billing invoices, or posting at a public place, at the start of the sprinkling season, or whenever conditions require a change.

When a District employee or agent discovers any customer violating the hours or days for sprinkling service, he shall deliver to such customer a copy of the notices of hours and days of sprinkling and shall advise the customer that he is in violation of these Regulations. After being advised of a violation of this particular Regulation, the customer is subsequently found in violation of the same Regulation again in any season, he will be notified by registered mail that one more violation will result in discontinuance of water service to said customer.

**4.11 EMERGENCY RESTRICTIONS** – In the event of a major emergency that requires the immediate curtailment of the use of water supplied either directly or indirectly from the District’s facilities, the District shall have the authority to impose on any or all customers such restrictions as may be deemed necessary for the protection of its customer’s health and welfare.

**4.12 NO FREE SERVICE** – The District shall not supply free water or free work or services to any customer or group of customers, unless approved by the Board of Directors.

**4.13 VARIATIONS IN SERVICE** – The water pressure and capacity of the District’s facilities may vary in different areas. As protection against the installation of unsuitable fixtures and equipment, customers must ascertain from the District the type of service available at their point of delivery. As an example, in some areas customers may be requested to install, at their expense, pressure-reducing devices on their fixtures and appliances because of high water pressures that exist in the District’s base system.

**4.14 CROSS-CONNECTIONS PROHIBITED** – Furnishing of water service to any customer or prospective customer shall be contingent upon said customer’s furnishing a type of connection which is approved by the District as capable of protecting the District’s water supply from backflow. It shall be prohibited for the owner or occupant of any premises using water supplied, either directly or indirectly, from the District’s base system to continue an active cross-connection or to cross-connect such water supply with a foreign source of water or with any appliance, appurtenance, hose, pipe or other fixture in such a manner that there is a possibility that potable and non-potable water or other substances from such sources may flow, be siphoned, or be forced into the Districts’ base system under any condition.

**4.15 MISCELLANEOUS DEVICES** – When it is deemed by the District that such devices are necessary to protect the District facilities and water supply, the District may require any customer to install, as a condition of water service and at customer’s expense, and approved pressure reducing valve, backflow prevention device, pressure relief valve or any other similar type device at a location suitable to the District. The customer shall be responsible for the testing, operation, maintenance, repair and replacement of all such devices as recommended by the manufacturer.

The following devices have special restrictions, or are not allowed on the customer’s installation side:

1. All persons having boilers on their premises shall meet Uniform Plumbing Code (UPC). A backflow prevention device, that meets UPC, must always be placed between the boiler and the District’s mains to prevent backflow from the boiler.
2. Booster pumps are not allowed as they could adversely affect the ability of the District to provide adequate pressure to the system for water delivery.

**4.16 SEASONAL CONSTRUCTION, SHORT-TERM OR TEMPORARY SERVICE –**

Contractors, builders, or owners are required to take out a District permit for the use of water for building and other purposes in construction work. Customers are warned not to allow contractors to use their fixtures unless they produce a permit specifying the premises on which the water is used.

Pursuant to Regulation 9.8 of these Regulations, the District may require prospective customers to pay in advance the estimated cost of connecting, disconnecting, installing and removing the facilities required for rendering seasonal, construction, short-term or temporary water service, including service provided from fire hydrants. However, all facilities for providing water for the aforementioned purposes shall be metered.

**4.17 PLUMBING INSPECTIONS REQUIRED –**

The plumbing upon any property which is to be connected with the District's water system shall comply with the building codes in effect at the time of the inspection. As a condition and a prerequisite for the continuing use of the District's water system, a District employee or agent may, upon demand, inspect the plumbing on such property and require the owner or occupant to comply with the latest codes.

No water will be furnished to serve any buildings, structures or other properties located within the Water Service Area of the District, unless the plumbing to and including any required meter in said buildings, structures, or other properties has been inspected and approved by the District.

**4.18 TERMINATION OF SERVICE BY CUSTOMER –** Customer shall, under normal conditions, give the District at least three (3) business days notice, Saturdays, Sundays, and holidays excluded, to terminate service, unless a longer notice of termination is provided for in the Service Agreement.

**4.19 DISCONTINUANCE AND REFUSAL OF SERVICE BY THE DISTRICT –** The District may refuse service or may discontinue service to any customer or prospective customer, when application by such member may subject the District to abuse, fraud, theft or as follows:

A. Without Notice:

1. In the event of any condition determined by the District to be hazardous.
2. In the event customer uses equipment in such a manner as to adversely affect the District's equipment or the District's service to others.
3. In the event of any unauthorized use of diversion of service or when any evidence of tampering with the District's meter, or interference with the proper functioning thereof, is found. (Section 69-4-1101 through 69-4-1104, Montana Code Annotated (MCA) 2007, provides criminal sanctions covering such acts.)
4. Upon receipt of orders from government authority to discontinue service.
5. In the event of major leaks in service lines, at the discretion of the District.

B. Upon Not Less Than 24 Hours' Notice:

1. For violation of and/or noncompliance with any applicable federal, state, District or other local laws, regulations and codes, including regulations implemented by the Board.
2. For failure of the customer to permit the District reasonable access to facilities owned by the District.
3. For failure of the customer to fulfill his contractual obligations for service.

C. Upon 72 Hours' Written Notice:

1. For nonpayment of the District's service bill following reasonable attempts by the District to effect collection or settlement.

D. Upon 10 Days' Written Notice:

1. Waste of water is prohibited, and leaky fixtures must be repaired at once without waiting for written notice from the District, and if not repaired after 10 days' notice is given by the District to the customer, the water may be shut off. (See Regulation 4.3 of these Regulations.)

E. As May Otherwise be Provided for in the Regulations Contained Herein:

1. The District may refuse or discontinue water service to any customer or prospective customer for such reasons and under such conditions as may be specified elsewhere in these Regulations.

Whenever service is discontinued under this Regulation, or in accordance with the provisions of any other Regulation contained herein, customer shall not be entitled to have service restored until all requirements of these Regulations have been fully complied with by said customer. The District may also require customer to pay all costs of discontinuing and re-establishing water service.

**4.20 TURN-ON AND TURN-OFF OF WATER SERVICE** - When an introduction of water service for any new premises is desired by a customer, the curb stop shall remain in the "OFF" position and remain off until a request for water service is received and the water is subsequently turned on by an authorized District representative. A turn-on order for a new permanent customer's installation shall be issued by the District only upon written application by the owner of the premises to be serviced and after the representative of the District has approved in writing that all provisions of these Regulations have been complied with during the installation of the plumbing to serve said premises.

When it is desired to have the water turned on to a previously served premises, after it has been turned off for any reason by the District, the turn-on will be made upon receipt by the District of a verbal or written application. The District may require that the conditions set forth in the above paragraph apply to any turn-on.

The District may require any customer, or his agent, that has requested a turn-on to be present at the premises when said turn-on is accomplished by the District. The District may charge said customer a fee for such turn-on.



Any unpaid water service charges, penalties or fees against any prospective customer will be required to be paid at time of application for a turn-on by said customer, or an arrangement for payment satisfactory to the District shall be made before water is supplied to the premises in question.

After receipt of a written application of the District, any water service will be turned off and current fee assessed when such turn-off can be accomplished at a time convenient to the District.

Whenever a request is made to the District by a customer for a special turn-off, turn-on, or temporary discontinuance of water service to any premises and which necessitates immediate action and is not in the nature of an emergency as determined by the District, the service requested may be classified as a special service in accordance with the fees established.

**4.21 TURN-ON, TURN-OFF LIABILITY DISCLAIMER** – The District shall not be liable for any damage to persons or property that may result from the turn-on or turn-off of the water service by the District pursuant to these Regulations or from the service being left on when the premises may be unoccupied.

## **REGULATION 5 – EXTENSIONS OF THE DISTRICT’S BASE SYSTEM**

**5.1 APPLICABILITY** – All extensions of the District’s base system within the District’s Approved Water Service Area shall be made under the provisions of this Regulation unless specific authority is first obtained from the Board to deviate there from.

**5.2 APPROVED WATER SERVICE AREA** – The District is not obligated nor required to provide service beyond its Approved Water Service Area until the District enlarges its Approved Water Service Area boundaries in accordance with state law and can be assured that the water system can meet the increased demands. Any costs or expenses incurred by the District to extend or enlarge the water service area shall be paid for by the applicant.

**5.3 APPLICATION FOR EXTENSIONS** – Application for extension of the District’s base system shall be made in writing to the District on forms furnished and approved by the District for this purpose. All applications for extensions of the District’s base system shall be signed by the owners of the property to be served by said extensions or their duly authorized agents and, in addition, the applicant shall pay to the District, at the time an application is submitted to the District for their consideration, the appropriate application fees charged by the District for such service.

Extensions of facilities under ownership by parties other than the District which are presently receiving water from the District’s base system or which are proposed to be connected with the District’s base system when construction of the facilities are

completed shall in all cases be subject to the District's approval prior to commencing of such construction, as well as subject to any other conditions that may be legally imposed by the District prior to its granting permission of said construction.

Only if the Board has approved inclusion of an area in the Water Service Area boundaries shall the Board approve any extension, regardless of the ownership, into such area and then only if other requirements of these Regulations are met by the applicant for such extension.

**5.4 EXTENSION STANDARDS** – The District shall determine the size, type, quality of materials, depth and location of all extensions to its base system. The District shall establish appropriate standards for use in the design and construction of said extensions. All extensions to the District's base system shall be in compliance with the standards so developed by the District, whether such extensions are within or without the Service Area of the District.

**5.5 EVALUATION OF EXTENSIONS WITHIN APPROVED WATER SERVICE AREA** – The District shall grant extensions of its base system within its Approved Water Service Area in a non-discriminatory manner. In addition, the following considerations shall also govern the granting by the District of all extensions of its base system within this Approved Water Service Area:

1. An extension of the District's base system shall be self-supporting and shall not be a liability on the District nor the District's present members;
2. Sound engineering, economic and business principles shall be used by the District to determine the feasibility and reasonableness of any extension to its base system;
3. Extension of the District's base system shall be approved by the Board only if the District finds its present facilities are adequate to provide service to the new area without reducing the overall quality of water service of existing members of the District.
4. Extensions of the District's base system shall in all cases comply with the provisions of this Regulation, the standards of design and construction promulgated by the District in accordance with said regulation, and such other rules and/or regulations the Board and the customer may from time to time lawfully adopt; and
5. If a proposed extension of the District's base system is found by the Board to be of such size and length, and the water consumption and revenues would be so minimal, that the District's obligations of maintenance and repair are disproportionately great and would impose a burden on other District customers, the Board may decline the extension.

**5.6 WATER SERVICE AREA BOUNDARY EXTENSIONS** – Extension of the District’s base system within the Approved Water Service Area boundary may be considered by the Board only under the following conditions and circumstances:

1. That the proposed extension of the District’s base system shall comply with all the applicable provisions of Regulation 5.5 above, as well as all other applicable provisions of these Regulations;
2. That all federal, state and local laws relative to the construction and use of water for human consumption are complied with by the applicants, or their agents, who have requested the extension in question;
3. That the cost of construction of the facilities to be extended will be borne by the applicants requesting the extension of the District’s base system unless the District specifically requests the oversizing of the facilities and agrees to participate in the cost of construction.

In addition, the applicants shall agree to pay to the District an assessment for capital improvements to the base system, which will be determined by the Board. Said assessment shall be payable, in full, to the District by the applicant prior to connection of applicant’s facilities to the District’s base system.

Firelines, additional customer installations, or an enlargement of a customer’s installation shall be considered by the District as special services, and the appropriate capital improvement fees for such special services will be computed on an equivalent basis by the Board and shall be due and payable to the District as required for domestic services.

4. By approval of an extension, the District only gives the applicant the assurance that, with respect to the planned construction as commitment, subject to compliance with all laws, codes, ordinances and regulations, upon completion and compliance with these Regulations the District will permit a connection with the District’s base system of the proposed extension;
5. Payment of water used as a result of the extension of the District’s base system shall be in accordance with the District’s approved rate schedules or as they may be changed from time to time by the Board;
6. That the owners of the property to be served agree that non-compliance with these Regulations or failure to pay water bills shall permit the District to terminate and suspend water service to the property in question until such conditions are rectified;
7. That the applicant’s service and extension agreements are non-assignable to other property;

8. That the owners of the property to be served by the proposed extension agree to be bound by the laws governing water and sewer districts and rules and regulations of the District governing such service and, in addition, any amendments to such laws governing water and sewer districts, and rules and regulations that may from time to time be lawfully made.

**5.7 POINT OF CONNECTION OF EXTENSIONS** – The location of the point of connection of extensions to the District’s existing base system shall be determined only by the District. Such determination shall be based upon findings that reasonable District standards are followed in fixing the location of the point of connection and that no substantial deterioration of the overall quality of water service to existing customers will result from permitting such connection. In addition, fire suppression water in sufficient quantities and pressures to service the new extension shall also be considered in fixing the location of the point of connection.

**5.8 EXTENSION RIGHTS-OF-WAY, EASEMENT RIGHTS-OF-WAY, GRADES, AND PERMITS** – The District is not required to allow extensions of its base system in other than public streets, rights-of-way, or easements, nor when final grades have not been brought to those officially established by public authority for said streets or rights-of-way. Applicants requesting extensions of the District’s base system shall be responsible for securing at their expense all rights-of-way and/or permits that may be required in order to construct, operate, maintain, repair, enlarge or replace the facilities to be extended. All rights-of-way agreements shall be subject to the District’s approval and shall meet the District’s standards for such type of agreements, and said agreements shall be granted to the District.

**5.9 OVERSIZING OF EXTENSIONS** – The District, at its discretion, may direct the applicant requesting an extension to the District’s base system to install larger facilities than that reasonably required to serve the area included in the applicant’s extension agreement; however, in such an event, the District will be obligated to pay for the additional cost of materials over and above the cost prevailing for those materials of the size actually required to be constructed by the applicant, as determined by the Board.

**5.10 OWNERSHIP, OPERATIONS AND MAINTENANCE OF EXTENSIONS** – The ownership, operation, and maintenance of extensions to the District’s base system shall be as provided herein:

1. The ownership of extensions of the District’s base system shall be as follows:
  - a) The ownership for all extensions of the District’s base system constructed within public streets and rights-of-way, shall be vested solely in the District, or arrangements made through the RSID, if used, to transfer in accordance with subparagraph d below.

- b) The ownership for all extensions of the District's base system constructed at the District's sole expense shall be vested in the District regardless of their relative location.
- c) The ownership for an extension of the District's base system constructed by private contract shall be conveyed to the District by the applicant requesting the facilities so extended. The District shall undertake the operation of extensions to its base system immediately after approval and acceptance by the Board. The District will assume maintenance and responsibility after the contractor's warranty expires, which is one year after approval date.
- d) That if the improvements are build by a Rural Special Improvement District, that the RSID agrees to enter into an agreement with the County of Flathead to cause the facilities to be transferred to the District upon paying off the RSID bonds.

**5.11 FINANCING EXTENSIONS** – When the Districts' base system is to be extended to serve a prospective customer, or a group of prospective customers, said customers shall be required to pay all costs of said extension unless the District specifically requests oversizing of the facilities to be extended in accordance with the provisions of Regulation 5.9 of these Regulations Governing Water Service.

All in-tract facilities required to serve a subdivision of other type development, including connecting loops and cross-tie mains, as well as the mains in, to, around and through said subdivision or development, shall be installed at the expense of the prospective customer or group of prospective customers, requesting the extension of water service. Said prospective customers shall extend and loop the base system to avoid dead-ends, unless otherwise approved by the Board, to the farthest point or points of their subdivision development.

All off-site facilities required to be installed to serve a prospective customer's, or group of customers', property shall be installed at said prospective customer's expense. All individual extensions shall be installed at the expense of the prospective customer requesting said extension in a manner approved by the Board.

When, to make service available or provide additional service to a customer or prospective customer, or a group of said customers, and special facilities need to be constructed, the District may require said customer or group of customers to enter into a special extension agreement with the District wherein said customers may be required to finance the construction of the special facilities prior to being granted water service or additional water service form the District.

All extensions of the District's base system shall be made to the farthest limit of the property to be served. In all cases, the District shall determine the size of extension to its base system; however, in no case shall any water main less than eight (8) inches in

diameter be placed in the District's base system when said main must provide fire suppression water. If the District's engineers specify that a six (6) inch water main is adequate, the Board may waive this requirement for the eight (8) inch main and approve a six (6) inch main. In addition, the District shall not grant nor construct free extensions to serve any prospective customer or group of prospective customers.

**5.12 EXTENSION CONTRACTS** – All contracts negotiated with the Greenacres County Water and Sewer District will be reviewed by the District engineers and attorneys and will be signed by all parties prior to the start of construction.

**5.13 WATER MAIN CONSTRUCTION FEES** – Prospective District customers requesting a connection to a water main, which abuts and fronts their property and which was installed by the District, may be required to pay to the District a water main construction fee prior to being granted a connection to said water main. The fee shall be assessed, as near as can be possibly determined by the District, on the bases of the proportional benefits accruing to the property in question and the current cost of installing said water mains. The District will require a down payment of 60% of the cost and a letter of credit assuring payment of the 40% balance prior to the start of construction. When the District, at its expense, installed the original water main in question, the District may account for and use said construction fees so collected in the same manner as they would any other District general revenue.

**5.14 CONTRACTOR FOR CONSTRUCTION** – All construction will be accomplished by a contractor approved by the Board of Directors.

**5.15 CONSTRUCTION COMPLETION DATE** – Construction on all water line extensions must commence within two (2) years from the date the agreement has been signed by the Board of Directors. If construction has not started within the two years, the agreement will be considered null and void and the applicant must renegotiate the agreement and the request for water service.

**5.16 EXTENDING COMMITMENT UPON PAYING SERVICE FEE** – The applicant can extend the two (2) year commitment by using the water service. Use of the water service shall be established by either:

1. Implementing the water extension by hooking into the existing system and creating an individual water membership for the extension in accordance with the rules and regulations of the District upon which lot or contemplated lot of the area to be served by the proposed water extension; or
2. By paying all of the applicable fees required for a water service connection to be put to use, such as paying the required maintenance assessment, the cost of extending the water lines to the land or subdivision, the cost of any charges of the District required for servicing the property, the cost of minimum base monthly charge for each water service connection.

**5.17 REIMBURSEMENT** – The District agrees to adopt a schedule to charge new customers a fee for hooking onto new extensions. Said fee will be commensurate with the benefit derived by the new customer which was paid for by the one making the original extension. The funds collected shall, if practical, be remitted to the owner making the original extension if he still owns the land. Said right cannot be assigned to a third party without prior approval from the District.

**REGULATION 6 – FIRE HYDRANTS** – reserved for future use

**REGULATION 7 – CUSTOMER’S INSTALLATION**

**7.1 GENERAL** – The District will install, at customer’s expense, corporation stop or valve. The customer will install a service pipe, curb stop, curb box, if required. The customer will install a meter box or vault, backflow prevention device (if required), pressure reducing valve, inside piping, appliances, and all other apparatus on customer’s side of the point of delivery except the District’s meter and any other equipment owned by the District. A customer’s installation shall be installed and meet the specifications of the District where installed in public rights-of-way and the District’s specifications where installed on private property.

**7.2 CUSTOMER’S RESPONSIBILITY** – Customer shall be responsible for the customer’s installation including the meter box, backflow prevention device, pressure reducing valve, inside piping, and all appliances, apparatus and equipment on customer’s side of the point of delivery, and for the water after it passes said point of delivery.

All expenses of installing, repairing, maintaining, enlarging and replacing the customer’s installation, and such other appurtenances laid in the public right-of-way shall be borne by the customer. Customer shall, at all times, keep his customer’s installation in good condition and repair, including the area around the curb stop and curb box. Customer shall not hinder access to the curb stop and curb box.

The District may require customer’s installation to be placed in a condition conforming with the District’s specifications and the standards of good practice for similar lines or facilities before furnishing or restoring water service to any such lines or facilities.

Customer shall notify the District of any proposed changes or increases in his installation which might overload or adversely affect the District’s facilities. Any use of equipment by the customer which prevents the District from achieving its obligation of providing satisfactory water service to all of its customers shall be immediately corrected by the customer.

**7.3 CUSTOMER-OWNED LINES AND FACILITIES** – The District shall have no responsibility for operation or maintenance of any lines or facilities it does not own, but the District may discontinue water service to any such line or facilities, or portion thereof, if in the opinion of the District such lines or facilities, or portion thereof, is in dangerous condition or may interfere with the District’s operation, provided however, that the District shall have not duty or obligation to inspect any such lines or facilities.

**7.4 APPLICATION FOR INTRODUCTION OF WATER SERVICE** – An application for the introduction of water service to any premises shall be signed by the owner of said premises and shall be made on the regular form furnished by the District for this purpose. Customer shall, at the time water service is provided, pay to the District all costs of installing that portion of customer’s installation which is installed by the District in public right-of-way, including corporation stop or value, service pipe, curb stop, curb box, and the meter box, if required. Such payment shall be in accordance with and as provided for in Regulation 9.8 of these Regulations.

Whenever a tap is made through which regular service is not immediately desired, the applicant requesting said service will bear the entire expense of tapping the main and installing the customer’s installation from the water main to the premises to be served.

**7.5 LOCATION OF CUSTOMER’S INSTALLATION** – Customer’s installation shall be connected to the water main in the public right-of-way abutting and fronting the premises to be served and within the limits of the property’s frontage on said right-of-way. In addition, the service pipe of the installation shall be done according to an engineer’s sketch provided by the District. An approved curb stop and cast iron curb box lid of approved pattern shall be installed on the service pipe and they shall be located at a point designated by the District. Customer’s installation proposing to have the service pipe located in the following manner will not be approved by the District:

1. An installation having the service pipe located parallel to public rights-of-way;
2. An installation having the service pipe located so as to cross private property not owned by the customer requesting the installation;
3. An installation having the service pipe located in or along alleys;
4. An installation having the service pipe located so as to cross public rights-of-way to effect the interconnection of different parcels of land; and
5. An installation having the service pipe located in violation of sound District practices.

**7.6 ARRANGEMENT OF CUSTOMER’S INSTALLATION** – Customer’s installation shall in all cases be so arranged that the supply of water to each premises, dwelling, or building may be controlled by a separate curb stop, placed one foot from the property line in the public right-of-way under rules established by the District.



The following arrangements for customer's installations will not be permitted nor allowed by the District, unless approved by the Board:

1. A customer's installation arranged so as to have domestic service lines interconnected with private firelines or facilities;
2. A customer's installation arranged with the customer's service line installed parallel to the property line of a side street so as to effect a connection to a water main which does not abut the property desiring water service;
3. A customer's installation proposing to have a branch line connected to customer's service line at a point upstream of the District's meter;
4. A customer's installation so arranged to provide service to more than one (1) premises from a single customer's installation;
5. A customer's installation arranged so as to require more than one (1) domestic customer's installation per individual building and/or structure, excluding condominiums or apartment complexes approved by the Board;
6. A customer's installation arranged in such a manner as to provide service to more than one (1) building by extending the interior plumbing from one (1) building to another; and
7. A customer's installation arranged so as to have private service lines and/or mains crossing public rights-of-way to effect the interconnection of properties under one (1) ownership.

**7.7 MINIMUM DIAMETER OF SERVICE PIPE** – The minimum diameter of service lines to be installed to serve previously unserved property shall be three-fourths (3/4) inch. Service lines installed to replace existing service lines may be equal to the diameter of the service line that is being replaced, but under no circumstances less than ¾ inch inside diameter. In addition, service lines for customer's installation shall be of uniform diameter from the water main in the street to the District's water meter installation.

**7.8 DEPTH OF BURY OF SERVICE PIPES AND LINES** – The service pipe must be laid at least six (6) feet below the established street grade and at least six (6) feet below the surface of the ground on the customer's premises or at a standard depth, designated by the District, to prevent freezing.

**7.9 RELOCATION OR ENLARGEMENT OF PERMANENT CUSTOMER'S INSTALLATION** – Once customer's installations have been installed to serve a particular premises, such installations shall be deemed to be permanent by the District and shall not be transferable to serve other property, nor shall such customer's installations be

relocated or enlarged to serve the same property unless customer, upon application to and approval by the District, agrees to pay for all costs associated with the accomplishment of said work in accordance with Regulation 9.8 of these Regulations.

**7.10 DISCONNECTION OF ABANDONED CUSTOMER'S INSTALLATIONS AND FIRELINES** – In the event any customer's installation or fireline that is or has been delivering water to any premises is abandoned for any reason whatever, it shall be the responsibility of the owner thereof to have the customer's installation or fireline disconnected from the District's water main and the corporation stop or service valve capped, and said work shall be at the owner's expense. Such work shall be performed by employees and/or agents of the District upon written request by the owner and the advance payment by the owner to the District of the estimated cost of the service plus a charge for overhead pursuant to Regulation 9.8 of these Regulations.

**7.11 ABANDONMENT OF CUSTOMER'S INSTALLATIONS AND FIRELINES** – When a customer's installation or fireline has been in regular use and has been turned off or if a customer's installation has never been turned on:

1. It shall be designated by the District as an inactive customer's installation or fireline;
2. If the existing inactive customer's installation or fireline is nonstandard or if it is physically impossible to reactivate said customer's installation or fireline because of its age, condition, size, or for any other reason, then such customer's installation or fireline shall be deemed abandoned; and
3. When the customer's installation or fireline attains a period of inactivity of five (5) years or more, it may be deemed abandoned at the discretion of the Board.

## **REGULATION 8 – METERS**

**8.1 GENERAL** – All meters will be provided and owned by the District and the District reserves the right to determine the placement, size and type of meter used.

**8.1 INSTALLATION** – It shall be the District's responsibility to install, replace, or service meters in accordance with the manufacturer's and the District's specifications. The preference will be to place the meter outside of the customer's home in a meter pit by the curb-box. If this is not possible, the meter may be placed within customer's basement or crawl space.

**8.2 SERVICING AND MAINTENANCE** – The District shall install, maintain, service, and replace meters in accordance with manufacturer's specifications.

## **REGULATION 9 – BILLING**

**9.1 GENERAL** – All customers will be metered to determine the water usage each month. The water bill amount will include a base rate and a water usage charge. Bills will be mailed monthly. One single lot is entitled to one point of delivery. The owner of record registered with the District is responsible for the bill.

In no case shall customer extend his water service facilities across or under a street, alley, lane, court, avenue or other public or private space under different ownership in order to obtain a rate advantage by taking service for two (2) or more premises through one (1) meter.

**9.2 METER READING PRACTICE** – The District shall normally read meters for all its customers on a monthly basis. The day of the month for reading any meter as determined by the District shall as closely as practicable be the same for each reading.

In months where the meter reader is unable to gain access to the premises to read the meter on his regular meter-reading trip, or in months where meters are not read, the District may provide an estimated water bill.

- a) Upon initial installation, the District will provide direction for the location of the remote readers.
- b) If dogs, animals, or other adverse conditions prevent the meter reader access to the remote reader, the District may require, at the owner's expense, relocation of the remote reader to a location selected by the District.

**9.3 BILLING PERIODS** – The District shall normally render bills at regular monthly intervals.

**9.4 INFORMATION ON BILLS** – A bill shall, at a minimum, show the reading date, the current reading, the amount of water used in thousands of gallons, the previous reading, the amount due, and any other assessments. Contact information and billing procedures may also be included.

**9.5 BILLS DUE** – Bills will be mailed out by approximately the 7<sup>th</sup> of each month. Payment for monthly water service is due by the 28<sup>th</sup> of each month. If the 28<sup>th</sup> day of the month falls on the weekend, or holiday, the bill is due on the last business day prior to the 28<sup>th</sup>. A late fee will be assessed on the 28<sup>th</sup>, or the last business day prior to the 28<sup>th</sup>, if bill is unpaid. All mailed or delivered payments must be received no later than the 28<sup>th</sup> of the billed month to prevent a late fee charge. If the current month's bill has not been paid by the 28<sup>th</sup> and the previous month has not been paid, the customer will be assessed another late fee and the water service shall be discontinued. An additional

disconnect/reconnect fee will be assessed. The account balance must be paid in full to have water service reinstated.

The District retains the right to manage method of payment on delinquent accounts.

**9.6 DISTRICTS RIGHT TO REFUSE SERVICE** – The District may refuse service to any delinquent customer owing the District for service at a present or previous location in the District service area until such past balance has been paid or satisfactory arrangements have been made by the delinquent customer with the District for paying same. These same provisions shall apply and the District may refuse service to any other member of the same household or firm when application by this member, in the opinion of the District, may be a means of evading paying of the delinquent District service bill.

**9.7 ADJUSTMENT OF RATE FOR INTERRUPTIONS** – Interruptions of service covered by Regulation 4.5, Interruptions of Water Supply, or frozen facilities on the customer's side shall not render the District liable for any adjustment in the bill. The District may adjust the bill for major interruptions of service covered by Regulations 4.5, 4.6, and 9.9.

**9.8 ADJUSTMENT FOR WATER LEAKS** – The District may consider utility bill adjustments for the following reasons ONLY:

- Clerical billing or reading error on part of the District
- Proven malfunction of the water meter (see information below)
- Water leak adjustment in accordance with approved policy

If there is a clerical billing or reading error on the part of the District, a utility bill will be adjusted accordingly. If the amount owed the customer is less than the monthly base rate, a credit will be applied to the account. If the amount owed the customer is higher than the monthly base rate, the customer may request a refund or have the amount credited to their account. If, after the account is adjusted and the customer is owing the District, the next monthly billing will reflect the corrected amount without a late penalty.

A customer may request a test of their water meter. If the water leak is determined to be the customer's responsibility (See Regulation 4.3 and 4.19), the water leak shall be repaired and the customer should submit documentation of the repair (including receipts for labor, supplies and equipment, and photos, if available) to the District billing office along with the completed Water Leak Adjustment Request Form. Once the documentation has been reviewed and approved, the documentation will be processed and an adjustment made at the discretion of the District. The amount and time period to which the adjustment can be applied varies depending on the nature of the water leak. Any request for water leak adjustments must be made within sixty (60) days from the date of the water leak repair. Questions should be directed to a District Board member for clarification.

**9.9 GRANTING OF ADJUSTMENTS** – To qualify for a water leak adjustment, the water usage must be at least two times above the average monthly usage. Average

usage is defined as the average normal consumption for the previous twelve months, or whatever is currently available for that customer.

It is the customer's responsibility to keep their plumbing system in good working order. (see Regulation 4.3)

Only one water leak adjustment per customer per calendar year is allowed, unless otherwise waived by action of the Board of Directors.

The District will first determine that the meter has been read properly. If an investigation of the meter and meter records establishes that the meter was misread or that there was a failure of the District's equipment, a new bill will be issued using an estimated reading based on the appropriate summer or winter six (6) months billing, or whatever is available. There will be no penalty assessed in the event the adjustment procedure delays payment past the penalty date.

If an investigation of the meter and meter record establishes that the meter was properly read and that there was no failure of the District's equipment, the bill will remain valid and payable (see Regulation 9.5).

If an adjustment of the customer's bill is warranted, the amount of the bill will be determined based upon the average usage for the previous twelve months, or whatever is currently available for that customer.

Adjustments on water bills will NOT be made on the following:

- a) Routine dripping faucets, water leaking commodes/toilets, or any type of faulty customer plumbing;
- b) Premises left or abandoned or vacated without reasonable care for the plumbing system;
- c) Filling of swimming pools;
- d) Irrigation systems, watering of lawns, water-siphon operated pump/alliances;
- e) Bills claimed to be lost or not received.
- f) Homes under Construction/Major Renovation.
- g) Customer did not take immediate steps, after detection of the water leak, to prevent further loss of water;
- h) Did not provide proof of the repair (receipts for any materials or services related to that repair);

- i) Meter was tampered with in any way.

The Water District shall not be obligated to make adjustments of any bills not contested within sixty (60) days from the billing date. In the event the water leak extends beyond the first billing period, subsequent bills can also be considered for adjustment by the Board of Directors.

The Water District shall be under no obligation to extend the discount or due date or the time for paying the bills because the customer disputes the amount of the bill or the customer is in the process of repairing the leak on their side.

Any request for water leak adjustments must be made within sixty (60) days of the water leak repair. All requests for billing adjustments must be in writing and either delivered to the GCWSD PO Box or at a regularly scheduled District Board meeting. A written form must be completed for each adjustment stating the necessary information about the water leak and verifying the water leak repair (including receipts for labor, supplies and equipment, and photos if available). Forms will be furnished by the District Board members or printed off the District's web page. The Board of Directors shall file a written report to the customer setting forth the decision of the Board regarding the adjustment request.

**9.10 CHARGES FOR MISCELLANEOUS DISTRICT SERVICES** – The District may require service arrangements to be executed by a prospective customer prior to performing any work and/or service for said customer. All charges for work performed by the District for a customer shall be adequate to cover all of the District's expenses, including, but not limited to application, construction and permit fees, legal fees, engineering fees, inspection fees, installation and service fees. The District may revise said charges from time to time to reflect current costs, and the District may, at its discretion, estimate such charges and require the prospective customer to deposit an amount equal to such estimated charges with the District prior to performing any such work. The District will refund to customer any overpayment upon completion of said work by the District. In addition, customer shall pay to the District an amount equal to the difference between the estimated cost of the work performed by the District. Said payment shall be due and payable to the District upon completion of the work to per performed and prior to beginning water service to said customer.

## **REGULATION 10 – DISTRICT'S INSTALLATION**

**10.1 DISTRICT'S RESPONSIBILITY** – The District shall maintain and repair its lines and facilities on its side of the point of delivery, but shall not be required to install, maintain, repair or replace any lines or facilities, except meters, on customer's side of the point of delivery.

**10.2 CONTINUITY OF SERVICE** – The District shall make reasonable effort to avoid interruption of service. When such interruptions do occur, the District shall re-establish service with reasonable diligence.

The District shall not be liable to customer or others for failure or interruption of water service due to acts of God, governmental regulations, court orders, acts of public enemy, strikes, or labor difficulties, accidents, weather conditions, acts of third parties, droughts, or, without limitation of the foregoing, any other cause.

**10.3 SUSPENSION OF SERVICE FOR REPAIRS AND CHANGES** – When it is necessary for the District to make repairs to or change its water collecting, storage, transmission or distribution system, meters, or other property, the District may, without incurring any liability therefore, suspend service for such periods as may be necessary, and in such manner as to minimize the inconvenience to customers.

## **REGULATION 11 – WATER SAMPLE TESTING**

**11.1 GENERAL** – The District shall provide water samples to the Montana Department of Environmental Quality as required by current regulations and to meet the requirement of Environmental Protection Agency (EPA).

## **REGULATION 12 – DISTRICT’S RECORD AND ACCOUNTING SYSTEM**

**12.1 GENERAL** – The District shall keep such records as are required by the Board and in accordance with accepted accounting practices as recommended by the District’s auditors.