

CHIPPEWA CREE
PUBLIC WORKS DEPARTMENT



RULES AND REGULATIONS
GOVERNING WATER SERVICE

APPROVED AND ADOPTED BY CCPWD
MARCH 2015

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REGULATION NO. 1 - DEFINITIONS

Whenever the following words and phrases appear in the following 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 AGENT - The word "Agent" used herein shall mean an employee or person appointed or hired by the System to perform duties for the System.
- 1-2 APPROVED WATER SERVICE AREA - The term "Approved Water Service Area" as used herein shall mean that geographical area which is within the boundaries of each Public Water System; a map of which is available at Appendix A
- 1-3 APPURTENANCE - A right, privilege, or improvement belonging to, and passing with, a principal property.
- 1-4 BACK-UP PLANT - The term "Back-Up Plant" as used herein shall mean the supply source, pumping, treatment, storage and transmission facilities in the base system that are essential to the production and transmission of water delivered to the intact facilities, off-site facilities and special facilities of the base system. Any reference to contributions of capital by developers or others for the back-up plant in these regulations shall apply to that incremental portion of the existing or new back-up plant, required to provide service to a particular Tract, Subdivision, Certificate of Survey, Commercial or Industrial Development, or any other similar type development.
- 1-5 BASE SYSTEM - The term "Base System used herein shall mean the System's water supply system that is in existence at the time an application is submitted to the System 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 and Sewer System.
- 1-6 BOARD - The word "Board" as used herein shall mean the Commission members of the Chippewa Cree Public Works Department.
- 1-7 CISTERN - The word "CISTERN" is an underground tank for storing potable water. Typically associated with a scattered home site.
- 1-8 CROSS-CONNECTION - The term "Cross Connection" as used herein shall mean any connection or arrangement, physical or otherwise, between the System water supply system or the customer's installation and any foreign source of water supply, plumbing fixture or any tank, receptacle, equipment or device, through which it may be possible for potable and non-potable,

used, unclean, polluted and contaminated water, or other substances to enter into any part of such potable water system under any condition.

- 1-9 CUSTOMER - The word "Customer" as used herein shall mean any individual, partnership, association, firm, public or private corporation, governmental agency or department thereof, or other legal entity receiving water service from the System.
- 1-10 CUSTOMER'S INSTALLATION - The term "Customer's Installation" as used herein shall mean all service pipe, meter box, or pit, back flow prevention device, pressure reducing valve, inside piping, appliances, and any other apparatus on customer's side of the point of delivery except the System's water meter and any other equipment owned by the System.
- 1-11 SYSTEM- The term "System" as used herein shall mean the CCPWD.
- 1-12 EXTENSION - The term "Extension" as used herein shall mean the act or process of extending, adding to, or enlarging the System's base system to provide water service to a prospective customer, or a group of prospective customers, and said extension shall be constructed in accordance with these regulations and all of the System's standards of design and construction and any and all State or Federal laws or regulations.
- 1-13 GALLONS - The term "Gallons" as used herein shall mean the unit of measure used by the System when computing the amount of water consumed or that passes through a meter.
- 1-14 INDIVIDUAL EXTENSION - The term "Individual Extension" as used herein shall mean an extension of the System'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 System's main extension standards and any and all State or Federal laws or regulations.
- 1-15 IN-TRACT FACILITIES - The term "In-Tract Facilities" as used shall mean the water mains and appurtenances and the fire hydrants and appurtenances installed within a tract, subdivision, certificate of survey, commercial or industrial development, or any other similar type parcel of land, and which are to be owned by the System upon completion of construction of said facilities.
- 1-16 MANAGEMENT - The word "Management" used herein shall mean the Manager and/or the Assistant Manager hired or appointed by the Board having general charge of the System's property, accounting, operation, supervision, and full power of hiring and releasing of all employees as provided for in the By-Laws of the System.
- 1-17 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 System .
- 1-18 MONTH - The word "Month" as used herein shall mean an interval of approximately thirty (30) days between consecutive meter reading dates and not necessarily a calendar month.
- 1-19 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 System's base system at which adequate capacity is available to meet the domestic and fire flow requirements of the in-tract facilities.

- 1-20 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, maintaining or repairing a customer's installation, installing, maintaining or repairing 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, legal services, general engineering services, etc.
- 1-21 POINT OF DELIVERY - The term "Point of Delivery" as used herein shall mean the point at which the System's facilities connect physically to the customer's facilities, the location of which shall be designated by or satisfactory to the System, and unless otherwise designated in the service agreement, shall be located at the connection to the System's curb stop or valve which is normally located inside the public right-of-way or easement that abuts and fronts the property to be served. Said curb stop or valve normally located one (1) foot from the property line or at a location designated or agreed to by the System.
- 1-22 PREMISES - The word "Premises" as used herein shall mean a private home or house, mobile house, public or private building or an apartment house, a condominium, trailer court, mobile home park, planned unit development, planned unit residential development, or a group of similar adjacent buildings or property and the real property upon which they are situated that may be deemed premises by the System.
- 1-23 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. The rate schedules of the System are attached to these regulations as Appendix C.
- 1-24 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", or otherwise obstructed.
- 1-25 SERVICE AGREEMENT - The term "Service Agreement" as used herein shall mean the agreement or contract between the System and customer pursuant to which water service is supplied and taken.
- 1-26 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. "Shall" and "Required" are mandatory wherever used herein.
- 1-27 SPECIAL FACILITIES - The term "Special Facilities" as used herein shall mean the base system facilities other than water mains and appurtenances and fire hydrants and appurtenances that are required specifically to assure satisfactory service to customers of the System. Examples of special facilities are pumping plants, reservoirs, lift stations, and back flow prevention devices

which may be required to serve a relatively small geographical area within the Approved Water Service Area of the System.

- 1-28 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.
- 1-29 SYSTEM DEVELOPMENT FEES – One time charge paid by new development as a proportionate share of the “general benefit” to finance the construction of public facilities needed to serve the development. The current system development fee structure is included on Appendix B attached to these regulations.
- 1-30 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 customers' installation, and is a line designed or used to serve more than one premise constitutes a water main as defined and used herein.
- 1-31 WATER SERVICE - The term "Water Service" or "Service" as used herein shall mean the supply of water, the availability of water service, and also the water so delivered or used from the point of delivery, either directly or indirectly from the System’s base system.

REGULATION NO. 2 - GENERAL PROVISIONS

- 2-1 AUTHORITY – These Rules and Regulations are enacted pursuant to the authority granted to the System by the Chippewa Cree Tribe. 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 Chippewa Cree Public Works Department (CCPWD)
- 2-2 JURISDICTION - These regulations govern the supplying by the System and taking by customers of water service in the Approved Water Service Area of the CCPWD. The jurisdictional area of these rules and regulations shall include any territory which is presently or in the future, situated within the Approved Water Service Area of the CCPWD.
- 2-3 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 promote the health, safety, and general welfare of the System’s inhabitants and to protect the System from unreasonable demands.
- 2-4 APPLICATION – These rules and regulations are hereby made a part of the contract with every person or entity provided with water service. Further, every person or entity making application for initiation of such service, or accepting such service, shall be bound hereby.
- 2-5 NONCOMPLIANCE – Any person or entity who shall fail to comply with these rules and regulations after being given a written notice of the nature of the violation, and after being given a reasonable time to comply, shall be subject to discontinuance of water service. Provided, that in emergency situations, as determined in the sole discretion of the System, such service may be discontinued without notice. System water service shall not be restored until the violation is corrected and full compliance is assured. Further, once service has been discontinued for noncompliance with these rules and regulations, it shall not be restored until the customer involved pays to the System any applicable charges for discontinuance and/or reestablishment of service and restores any required deposits.
- 2-6 PERMIT REQUIRED FOR CONNECTION, EXTENSION, OR USE – No person or entity shall uncover, make any connections with or opening into, extend, use, alter or disturb the System water system without first obtaining a written permit for that purpose from the office of the System Manager.
- 2-7 UNAUTHORIZED ACTS – No plumber or other person shall make connections with a customer’s water service line, connect such water line when it has been disconnected by the System, or turn customer’s water on or off, without first obtaining written permission to do so from the office of the System Manger.
- 2-8 INFORMATION AVAILABLE TO PROSPECTIVE CUSTOMERS - There shall be made available to prospective customers at the office of the System, copies of these service regulations, the approved rate schedules of the System, standard extension and introduction of

water service agreement forms, and service standards of the System. Available at the cost of production

- 2-9 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 System or the customer. If in any case compliance with a regulation would cost more than the results of such compliance, such regulation may be permanently set aside by the Board. The waiver of any regulation shall not bar the System from applying these regulations in the future.
- 2-10 LIABILITY OF UTILITY – The System shall only be responsible to a customer for providing water service in accordance with the conditions set forth in the customer’s service agreement with the System, irrespective of ownership of the property served. The System shall not be responsible for inconvenience, damage, or injury to persons or property resulting from the System’s termination, discontinuance, or interruption of water service to any property in accordance with these rules and regulations. Further, the System shall not be responsible for providing water service to a customer at a pressure greater than or less than the pressure existing in the public water main at the point of delivery of the customer in question.

REGULATION NO. 3 - AVAILABILITY OF WATER SERVICE

3-1 SERVICE AGREEMENTS - The System contracts with owners of property or their legally authorized agents. A customer or prospective customer is required to sign one of the System's standard extension or introduction of water service agreement forms prior to granting of water service by the System. The extension or introduction of water service agreement forms are a request, for an extension of the System's base system or for a customer's installation only, and said agreement forms do not constitute a contract for extension or service until such are accepted and approved by the Board. (See Appendix B)

3-2 APPLICATIONS FOR WATER SERVICE - Applications for the extension of the System's base system or for the introduction of water service shall be made at the System's office on printed extension or introduction of water service agreement forms approved and furnished by the System for that purpose. Extension or introduction of water service agreement forms must be signed by the owner of the property to be served, or their legally authorized agent.

After approval by the System, the application to establish an account for water service, and the Rules and Regulations provided herein shall serve as a contract between the System and the customer. Existing customers do hereby agree to accept the rules and regulations provided herein as their contract with the System upon passage of said rules and regulations by the Board.

The System may set forth a time limit for construction completion in all such agreements. The construction or installation of the proposed extension or customer's installation must be completed within the time period designated by the System in the agreements. Upon the expiration of the time period allowed, the agreements regarding same shall be null and void, unless extended in writing agreed to by all parties.

1. APPLICANTS - Applicants requesting water service must be the owner of property to be served. The service application shall include the name and mailing address of the owner of the property involved. It shall be the responsibility of the property owner to maintain on file with the System the current owner's mailing address. The owner of the property shall be held ultimately responsible for payment to the System for water service regardless of amount used by tenants of rental properties.
2. APPLICANT INFORMATION – Applicants shall, upon request by the System, furnish proper identification, together with any information necessary to verify identity, service address, and ownership of property. In the event this information, or any other information required to be submitted under these rules and regulations is not furnished, service to the applicant or service address involved shall be denied or discontinued until such information is provided. In addition, prior to restoring any service, the applicant must first pay to the System any applicable charges for discontinuance and reestablishment of service.
3. APPLICATIONS REQUESTING EXTENSIONS OF THE SYSTEM'S BASE SYSTEM - Applicants requesting an extension of the System's base system shall pay to

the System at the time the application is filed with the System the appropriate extension application fee and/or system development fees. The fees shall be adequate to cover the System's expenses in processing the application as well as updating the System's records to reflect the facilities so extended under the extension application in question. The current system development fee structure is included on Appendix C attached to these regulations.

4. SPECIAL AGREEMENTS - 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 System upon execution and/or recording of such agreements.

3-3 APPROVED WATER SERVICE AREA - Water service shall not be granted by the System 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 System. (Appendix A) Owners of real property outside of the water service area boundaries wishing to obtain water service must first petition to the Commission to have the potential area to be served considered for inclusion the Water Service Area. If the System determines that its water facility has a capacity greater than necessary to meet the needs of the current Water Service Area, it may, by ordinance, expand the Water Service Area to include said real property. However, the Board must first be satisfied that the System has adequate facilities to provide water service to the new area without reducing the overall quality of service to customers within the existing Approved Water Service Area of the System. Water System Area boundaries may not be expanded to areas where the provisions for the installation of facilities meeting requirements of these rules and regulations or the standards of the State of Montana and any other governing rules or regulations cannot be met. All costs and expenses incident to the application for water service shall be borne by the applicant. A map of the System's boundaries is attached to these regulations as Appendix A.

3-4 GRANTING OF WATER SERVICE WITHIN THE SYSTEM'S APPROVED WATER SERVICE AREA - If the System's base system extends to, fronts, and abuts the property where service is desired as well as at the System's normal point of delivery, and said base system is adequate and suitable for the service desired by the customer or prospective customer, then the water service shall be granted by the System 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 application, pays to the System the appropriate system development fees, legal fees, application fees, meter assessment, permits or any other costs that may be incurred to obtain and complete the service, and all deposits and charges required by the System for the type of water service applied for;
3. Provides the System 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 System's Approved Water Service Area;

4. Provides the System with such other information as may be required from time to time by the System in order to properly process, account for, and bill the customer for water service in conformance with these regulations;
5. Properly executes the required number of copies of the System's standard extension or introduction of water service agreement forms and submits same to the System for the Board's approval; and
6. Grants to the System the required right-of-way, permits and licenses for the System to provide the services being requested by the customer and in accordance with the provisions of Regulation 5-9 of these regulations.

3-5 SPECIAL CONDITIONS - Prospective customers requesting water service for the property that has never participated in the cost of the construction of the System's base system, shall be required to execute and submit a special extension agreement to the System for the Board's consideration and approval. In the event the existing base system extends to the System's normal point of delivery for the customer's installation, the System may grant the prospective customer water service provided said customer complies with all other provisions of these regulations. Customers or prospective customers requesting water service for property that is located beyond the existing base system of the System will be required to extend, at their expense, the base system of the System in accordance with these regulations prior to being granted water service by the System.

3-6 ADMINISTRATIVE HEARINGS 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 appeal to the Board in the following manner:

1. INFORMATION REQUIRED: Within 10 days following notification to the proponent, any appeal shall be filed in writing and shall be heard at the next regularly scheduled Board Meeting. The notice shall be directed to the Manager and shall include all additional information the proponent desires to present to the Board at said meeting.
2. SCHEDULING: The Manager shall schedule the matter to be heard at such next 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 their side, and then the Manager may reply. If either party desires to present anything further, the President shall control further procedure as may be necessary. After presentation by both parties is complete, the Board may retire to 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 thirty (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 hearings to final hearing date in excess of one hundred-twenty (120) days. In all cases the Board's decision shall be rendered in not more than thirty (30) days

following the final hearing day. The Board's decision shall be reduced to writing and shall be mailed or produced to the proponent.

4. Nothing herein is intended to preclude the Board and President from flexible altering procedure to achieve the end of speedy and fair disposition of matters before it.

REGULATION NO. 4 - CONDITIONS AND USE OF SERVICE

- 4-1 SUPPLYING OF SERVICE - Service will be supplied by the System to all customers within its Approved Water Service Area under and pursuant to these regulations, any modifications or additions hereto lawfully made, under such applicable rate schedules and contracts as may from time to time be established.
- 4-2 SYSTEM RESPONSIBILITY - The sole obligation of the System shall be to supply water service to the customer under the terms and conditions of its By-Laws, these Regulations, and any written service agreement with the customer. The System shall have the right to discontinue such service at any time, pursuant to these regulations and/or the service agreement. Service to a customer shall not obligate the System to maintain such service for a third party's benefit.
- 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 should be repaired at once without waiting for notice from the System.
- 4-4 UNAUTHORIZED CONNECTIONS AND TURN-ONS - No one other than System employees, in the performance of duties for the System, shall turn the water on or off to any customer's premises at the curb cock without first having obtained the written approval of the System. The curb cock will not be turned on by the System to serve any premises unless the customer or their agent is present at the premises at the time the System turns said water on.

No plumber or other person shall make connections with a customer's service line, connect the service when it has been disconnected by the System, or turn customer's water on or off, without first obtaining written permission to do so from the Rocky Boy Rural Water and Sewer System.

Persons not authorized by the System 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 System.

No connections whatsoever 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 System.

Under no circumstances shall anyone, without written authorization from the System, connect to the customer's installation to serve any separate structure on or off the customer's premises. See Regulations 4-7 and 7-7.

In the event any customer or potential customer, or their plumber or contractor violates this regulation, the System may thereafter deny service until all damages or costs incurred have been reimbursed to the System.

4-5 INTERRUPTIONS OF WATER SUPPLY - The System 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.

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

4-6 GENERAL SYSTEM LIABILITY - Any temporary failure of the System to supply water service by reason of accident, unusual natural conditions or otherwise, shall not render the System liable.

4-7 RESALE OF WATER - The System'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 individual to use such service 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.

If any unauthorized use of water or services is permitted to continue twenty-four (24) hours after a customer receives a written notice from the System to discontinue such use, the water supply to said customer shall be disconnected.

4-8 RIGHTS-OF-WAY, EASEMENTS AND PERMITS - A customer, or prospective customer, shall grant to the System, without charge, all rights-of-way, easements, permits, licenses and inspection certificates necessary for the installation, construction, 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, EASEMENTS AND TO RIGHTS-OF-WAY - Acceptance by customers of water service supplied directly or indirectly from the System's base system shall constitute agreement that authorized employees of the System bearing proper credentials and identification shall have access to the customer's premises at all reasonable hours for any purpose related to water service under the Rules, Regulations, Articles of Incorporation and By-Laws of the System. Duly authorized employees and agents of the System bearing proper credentials and identification shall be permitted to enter on all private properties through which the System holds a System easement and/or right-of-way. Entry on and use of the aforementioned easements or 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 System's water system located within the easements and/or rights-of-way. Easements shall be done in full accordance with the terms of the duly negotiated easement agreement pertaining to the property involved.

Access shall be granted to employees of the System to cut off the water supply in the absence of or inoperable condition of an outside shut-off valve. If access is denied, the System reserves the right to install a shut-off valve at the customer's expense.

No person shall obstruct such easements or rights-of-way in any manner that may prevent the unrestricted access to and use of the easements or rights-of-way by duly authorized employees of the System 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 System right-of-way easements.

- 4-10 SPRINKLING OR IRRIGATING – RESTRICTIONS CONCERNING USE OF WATER - The System may specify the hours and days during which watering, sprinkling or irrigating lawns or gardens may be permitted or rationed, whether water is supplied directly or indirectly from the System's base system. Further, the System may make such rules and regulations necessary to maintain an adequate supply of water in the reservoirs for fire protection and/or other public health and safety reasons. The System will give notice thereof by mail notice and/or through the news media at the start of the sprinkling season, or whenever conditions require a change, and will prominently post such notice in its principal office located at 16 Black Prairie Street.

When a System employee discovers any customer violating the hours or days for sprinkling service during rationing or restrictions, he shall deliver to such customer a copy of the notice of hours and days of sprinkling and shall advise the customer that he is in violation of these regulations. If the customer is found in violation of this particular regulation once more in any season, he will be notified by mail that one more violation will result in discontinuance of water service to said customer and that reconnection fees as well as any punishment and penalties available under law will be applied.

Unless the System specifically grants a lawn sprinkling service with outside meter box, lawn sprinklers will only be permitted where water is carried into a building. Any sprinkling system directly connected to a customer's installation supplying water either directly or indirectly from the System's base system shall have an approved back flow prevention device properly located and installed on said sprinkling system.

- 4-11 EMERGENCY RESTRICTIONS - In the event of a major emergency that requires the immediate temporary curtailment of the use of water supplied either directly or indirectly from the System's facilities, the System shall have the authority to impose on any or all customers such restrictions on use of water as may be deemed necessary for the protection of its customer's health and welfare.
- 4-12 NO FREE SERVICE - The System shall not supply free water or free work or services to any customer or group of customers, unless approved by the Commission.
- 4-13 VARIATIONS IN SERVICE - The water pressure and capacity of the System's facilities may vary in different areas. As protection against the installation of unsuitable fixtures and equipment, customers shall ascertain from the System the type of service available at their point of delivery.

4-14 CROSS-CONNECTIONS PROHIBITED - Furnishing of water service to any customer shall be contingent upon said customer's furnishing a type of connection which is approved by the System as capable of protecting the System's water supply from back flow. It is prohibited for any person or entity using water supplied, either directly or indirectly, from the System'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 any manner.

If contamination of the System's water supply occurs, the System, or an agent hired by the System, shall be allowed to inspect the water system to determine the cause and source of contamination, all costs associated with the inspection and corrective measures to remove the contamination from the system shall be charged to the owner of the property which contains the source of contamination and the System shall have the right to file a lien for the purpose of securing the costs.-

4-15 MISCELLANEOUS DEVICES - When it is deemed by the System that such devices are necessary to protect the System facilities and water supply, the System may require any customer to install, as a condition of water service, and at customer's expense, an approved back flow prevention device or any other similar type device at a location suitable to the System. The customer shall be responsible for the testing operating, maintenance, repair and replacement of all such devices at the request of the System. _

Miscellaneous devices such as, but not limited to, pressure reducing valves, pressure relief valves, booster pumps, storage tanks, or any other type of auxiliary device that are installed after the water meter at the customer's discretion, shall be the customer's responsibility and the customer shall be responsible for the operation, maintenance and repair. All such devices must meet State plumbing codes.

4-16 SEASONAL, CONSTRUCTION, SHORT TERM OR TEMPORARY SERVICE - Contractors, builders, or owners are required to take out a System 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. Contractors, builders or owners will contact the System for the necessary permits, fees and information necessary to obtain these services, which are temporary only. All water used for any purpose will be metered and billed unless otherwise authorized by the System. Water use fees, meter setting/removal fees and miscellaneous charges associated with this type of water use will be paid within 30 days of billing or the System will discontinue the service until the fees are paid in full. Users will provide for sufficient back flow prevention meeting the System's requirements before engaging in short term use.

Pursuant to Regulation 9-9 of these regulations, the System 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 System's water system shall comply with the building and plumbing codes as well as this Regulations Governing Water Service in effect at the time of the inspection. As a condition and a prerequisite for the continuing use of the System's water system, a System employee 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, or a meter set, to serve any buildings, structures or other properties located within the Water Service Area of CCPWD, unless the plumbing from the corporation stop to the meter in said buildings, structures or other properties has been inspected by a System employee and subsequently approved by said System employee before the excavation trench is back filled.

4-18 TERMINATION OF SERVICE BY CUSTOMER - Customer shall, under normal conditions, give the System at least twenty-four (24) hours 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 SYSTEM- The System may refuse service or may discontinue service to any customer or prospective customer including any other member of the same household or firm when application by such customer may subject the System to abuse, fraud, theft or as may be provided for elsewhere herein these rules and regulations or as follows:

A. Without Notice:

1. In the event of any condition determined by the System to be hazardous to the System, property and/or persons.
2. In the event customer uses any equipment in such manner as to adversely affect the System's equipment or the System's service to others.
3. In the event of any unauthorized use or diversion of service or when any evidence of tampering with the System's meter, or interference with the proper functioning thereof, is found. Acts may be prosecuted as criminal theft, and the System may obtain judgment for three times the reasonable value of the water service and its costs, including attorneys' fees, costs and expert witnesses' fees.
4. Upon receipt of orders from government authority to discontinue service.

B. Upon Not Less Than Twenty-Four (24) Hours' Notice:

1. For violation of and/or noncompliance with any applicable Federal, State, System or other local laws, regulations and codes, including regulations implemented by the Board.

2. For failure of the customer to permit the System reasonable access to facilities owned by the System.
3. For failure of the customer to fulfill their contractual obligations for service.
4. For nonpayment of the System's service bill. See Regulation 9-5 of these regulations.

C. Upon Ten (10) Days Written Notice:

Waste of water is prohibited and leaky services and equipment must be repaired at once, without waiting for notice from the System, and, in the case of knowledgeable waste of water, if not repaired after ten (10) days' written notice is given by the System to a customer, the water may be shut off for (See Regulation 4-3 of these Regulations) failure of a customer to keep their water service line, meter, meter box/vault, fixtures, and/or any other appurtenance in good repair and in a safe operable condition.

D. As May Otherwise Be Provided For in the Regulations Contained Herein:

1. The System 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 even though such reasons and conditions are not specifically set forth in this particular section of the regulations.
2. Whenever service is discontinued under this regulation, or in accordance with the provisions of any other regulation contained in these Regulations Governing Water Service, customer shall not be entitled to have service restored until all requirements of these regulations have been fully complied with by said customer. The System 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 the introduction of water service for any new premises is desired by a customer, the curb cock shall remain in the "OFF" position and remain off until a turn-on is applied for and turn-on order is issued by the System and the water is subsequently turned on by an authorized System representative. A turn-on order for a new permanent customer's installation shall be issued by the System only upon written application by the owner of the premises to be served and after the representative of the System has issued certification 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 System, the turn-on will be made upon receipt by the System of a written application, or verbal request. The System may require that the conditions set forth in the above paragraph apply to any turn-on.

The System will require any customer or their agent that has requested a turn-on to be present at the premises when said turn-on is accomplished by the System so that the customer or agent can

sign the turn-on order at that time. The System 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 System shall be made before water is supplied to the premises in question.

After receipt of a written application or verbal request to the System, any water service will be turned off without charge when such turn-off can be accomplished at a time convenient to the System. Whenever a request is made to the System by 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 System, the service requested may be classified as a special service in accordance with the fees established.

When a request is made to the System for a service to be shut off when vacating the premises due to sale of the property, or a transfer of service made, either verbally or in writing, the service to the premises will be shut off until all unpaid charges are paid in full. The service to the premise will not be turned on for a new customer until the charges are paid in full.

- 4-21 TURN-ON, TURN-OFF LIABILITY DISCLAIMER - The System shall not be liable for any damage to persons or property that may result from the turn-off of the water service by the System pursuant to these regulations or from the service being left on when the premises may be unoccupied.

REGULATION NO. 5 - EXTENSION OF SERVICE BASE SYSTEM

- 5-1 APPLICABILITY - All extensions of the System's Base system within the System's Approved Water Service Area and whether same are within or without the System, shall be made under the provisions of this regulation unless specific authority is first obtained from the Board to deviate therefrom.
- 5-2 APPROVED WATER SERVICE AREA - The System is not obligated nor required to provide service beyond its Approved Water Service Area; however, the System may, at the Boards discretion and approval, enlarge its Approved Water Service Area boundaries provided that the conditions of Regulation 3-2, and 3-3 have been met and that the Board has determined that the water system can meet the increased demands. When requests for expansion of the Approved Water Service Area Boundary are submitted for approval and said expansion request exceeds the CCPWD boundary will apply.
- 5-3 APPLICATION FOR EXTENSIONS - Application for extension of the System's base system, whether same are within or without the Approved Service Area of the System, shall be made in writing in the form and including required information approved by the System. All applications for extensions of the System'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 System, at the time an application is submitted to the System for its consideration, the appropriate application fees charged by the System for such services.

Extensions of facilities under ownership by parties other than the System which are presently receiving water from the System's base system or which are proposed to be connected with the System's base system when construction of the facilities are completed, shall in all cases be subject to the System's approval prior to commencing of such construction, as well as subject to any other conditions that may be legally imposed by the System prior to its granting permission for said construction.

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

- 5-4 PREREQUISITES FOR FINAL SYSTEM APPROVAL OF EXTENSIONS - Unless waived by the Board and confirmed in writing signed by an authorized agent for the System, the applicant for approval of an extension to the System's base system shall comply with the following requirements:
1. Written Application. The applicant shall submit the request for an extension to the System's base system by written application for review and approval by the System for this purpose pursuant to Regulations 5-3 and 5-5 of these regulations.
 2. Subdivision Plat or Parcel Description - The applicant shall submit a certified copy of the subdivision plat or Certificate of Survey duly approved by the County authorities with a

full legal description, covering the area to be served by the proposed extension of the base system.

3. Engineer. All extensions of the water system shall be under the direct charge and supervision of a professional engineer licensed in the State of Montana. All plans and specifications for extensions of the water system shall bear the seal and signature of a professional engineer licensed by the State of Montana, MCA 18-2-122.

The applicant shall retain a duly licensed engineer, at its own expense, for the purpose of designing the proposed extension, inspecting and supervising the construction and contractor's performance, certifying the completion of work in compliance with System requirements, and providing as built drawings for recording purposes. The engineer, the engineering Scope of Services Agreement with the applicant, and the engineer's plans shall all be subject to Board approval.

Upon application for an extension, the applicant shall submit the name of the proposed engineer, together with the engineer's Scope of Services Agreement setting forth the duties to be performed by the engineer on the extension and its installation. The engineer's Scope of Services Agreement shall at a minimum provide that the engineer will be present on site to inspect and supervise the contractor's performance, back fill, pressure testing, chlorination, and Bacteriological tests of the water mains to be installed, and the minimum inspection time estimated therefor; that the engineer will be present during 100% of the time when the main line is being laid and when concrete is poured; that the engineer shall inspect the contractor's work and make certification of inspection and completion to the System that the construction has been completed in accordance with the Montana Public Works Standards and these regulations. The engineer will provide a set of record drawings reflecting the extension as built for recording to the System within ninety (90) days of final completion.

Upon review of the application, the engineer, and the engineer's Scope of Services Agreement, the Board shall advise the applicant in writing of its decision to approve or reject the engineer or the engineering agreement. Upon approval of the engineer and the engineer's Scope of Services Agreement, the engineer may draw up plans for the extension and its construction for submission to the System for final approval prior to construction. The System may have the submitted plans reviewed by their engineers before final approval; however, the System assumes no responsibility or liability for any defects in such plans, whether or not they are reviewed by the System's engineers and approved by the System, and any or all responsibility and liability for any such defects, and the corrections therein shall be the sole responsibility of the applicant, its engineer, or the contractor on the project, as may be appropriate.

Final construction plans for extensions of the water system shall be engineering design drawings on standard plan-profile sheets.

4. Contract Documents and Project Materials. Upon submission of the application, or upon submission of the engineer's plans after preliminary approval of the engineer and the engineer's Scope of Services Agreement, the applicant shall submit to the System a

proposed set of all contract documents and materials to be used in construction of the extension. All materials used in the project must conform to American Water Works Association Standards in effect ten (10) days prior to the bid date, the Montana Public Works Standards Standard Specifications and Addendum's as adopted by the System and/or System regulations and System specifications. All contract documents and materials are subject to System approval prior to construction. The contract documents shall include a two-year (2 year) warranty and guarantee by the contractor, effective from the date of the engineer's certification of completion of the project accepted and signed by the Engineer, Owner and the System, providing that the contractor will correct, replace, or repair any and all defects or other problems with the line in accordance with the Montana Public Works Standards and Regulation 5-11 of these regulations.

5. Final Construction Agreement. If all of the foregoing are approved by the Board, a final Construction Contract shall be entered into between the owner, the System, and the contractor. In addition to the foregoing requirements, the agreement shall provide that the owner is responsible for and shall pay all costs associated with the extension, including those costs of the System related to the extension, other than costs approved by the Board as provided for in Regulations 5-10 and 5-12, as set forth herein.

5-5 EXTENSION STANDARDS - The System shall determine the size, type, quality of materials, depth and location of all extensions to its base system. The System shall establish appropriate standards for use in the design and construction of said extensions. All extensions to the System's base system shall be in compliance with the standards so developed by the System whether such extensions are within or without the Service Area of the System.

5-6 EVALUATION OF EXTENSIONS WITHIN APPROVED WATER SERVICE AREA - The System 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 System of all extensions of its base system within its Approved Water Service Area:

1. An extension of the System's base system shall be self-supporting and shall not be a liability on the System nor the System's present customers;
2. Sound engineering, economic and business principles shall be used by the System to determine the feasibility and reasonableness of any extension to its base system;
3. Extension of the System's base system shall be approved by the Board only if the System finds its present facilities are adequate to provide service to the new area without reducing the overall quality of water service of existing customers of the System. The Board, at its discretion, may require the applicant to pay for an analysis of the proposed extension by the System's Engineer. The System will add the cost of the analysis to the application fee;
4. Extensions of the System's base system shall in all cases comply with the provisions of this regulation, the standards of design and construction promulgated by the System in

accordance with said regulation and such other rules and/or regulations that the Board, the State and Federal government may from time to time lawfully adopt;

5. Extensions shall extend the System's base system to the farthest point or points of their subdivision development. Extensions will be looped to avoid dead ends within the system, unless otherwise approved by the Board and the Montana Department of Environmental Quality;
6. If a proposed extension of the System'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 System's obligations of maintenance and repair are disproportionately great and would impose a burden on other System customers, the Board may require an agreement with the owner and/or developer to offset the System's additional burden of repair and maintenance on the proposed extension requiring the owners and/or developers to fund the repair and maintenance costs of said extension. These costs are in addition to other appropriate fees required by the System.

5-7 WATER SERVICE AREA BOUNDARY EXTENSIONS - Extension of the System's base system beyond 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 System's base system shall comply with all the applicable provisions of Regulation 5-6 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 System's base system unless the System authorizes participation in the cost of construction.

In addition, the applicants shall pay to the System, an assessment for Capital Improvements (System Development Fees) to the Base System, which will be determined by the Board. Said assessment shall be payable, in full, to the System by the applicant prior to connection of applicant's facilities to the System's base system. The current system development fee structure is included on Appendix C attached to these regulations.

Fire lines, additional customer installations, or an enlargement of a customer's installation shall be considered by the System as special service and the appropriate System Development Fees for such special services will be computed on an equivalent basis by the Board, and shall be due and payable to the System as required for domestic services. The computed System Development Fee shall be based on the larger of the water service or fire line connection when assessing the fees for water service.

4. By approval of an extension, the System only gives the applicant the assurance with respect to the planned construction as a commitment, subject to compliance with all laws, codes, ordinances and regulations, that upon completion and compliance with these regulations, the System will permit a connection with the System's base system of the proposed extension.
5. Payment for water used as a result of the extension of the System's base system shall be in accordance with the System's approved rate schedules, or as they may be changed from time to time by the Board.
6. Non-compliance with these regulations or failure to pay water bills shall permit the System to terminate and suspend water service to the property in question until such conditions are satisfied.
7. That the applicant's service and extension agreements are non-assignable to other persons, entities or property.
8. That the owners of the property to be served by the proposed extension shall be bound by the Articles of Incorporation, By-Laws and Rules and Regulations of the System governing such service and, in addition, any amendments to such Articles, By-Laws, and Rules and Regulations that may, from time to time, be lawfully made.

5-8 POINT OF CONNECTION OF EXTENSIONS - The location of the point of connection of extensions to the System's existing base system shall be determined only by the System. Such determination shall be based upon findings that reasonable System 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 serve the new extension shall also be considered in fixing the location of the point of connection.

5-9 EXTENSION RIGHTS-OF-WAY, EASEMENT RIGHTS-OF-WAY, GRADES, AND PERMITS The System 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 System's base system shall be responsible for securing, at applicant's expense, all rights-of way and/or permits that may be required in order to construct, repair, operate, maintain, enlarge or replace the facilities to be extended. All rights-of-way agreements shall be subject to the System's approval and shall meet the System's standards for such type of agreements and said agreements shall be granted to the System. All main line extensions shall be placed in public rights-of-way unless otherwise preliminarily reviewed and approved by the Board where circumstances prevent the installation in a public right-of-way.

5-10 OVER SIZING OF EXTENSIONS - The System, at its discretion, may direct the applicant requesting an extension to the System's base system to install larger facilities than that reasonably required to serve the area included in the applicants extension agreement; however, in such an event, the System may 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. In the event sufficient funds are not available for the participation in the extension project by the System, or in the event the oversized facilities fail to qualify for participation by the System, the applicant shall, at applicant's expense, install all such water facilities required under these provisions regarding extensions.

5-11 OWNERSHIP, OPERATION AND MAINTENANCE OF EXTENSIONS - The ownership, operation, and maintenance of extensions to the System's base system shall be as provided herein:

1. The ownership of extensions of the System's base system shall be as follows:
 - a. The ownership for all extensions of the System's base system constructed within public streets, easements or rights-of-way shall be vested solely in the System, but only after the appropriate fees and warranty period have been met.
 - b. The ownership for all extensions of the System's base system constructed at the System's sole expense shall be vested in the System regardless of relative location.
 - c. The ownership for an extension of the System's base system constructed by private contractor, shall be conveyed to the System by the applicant requesting the extension at the time of construction completion of the facilities so extended. The System shall undertake the operation of extensions to its base system immediately after approval, conveyance and acceptance by the Board. The System will assume maintenance responsibility after the contractor's warranty expires which is two (2) years from the date of the engineer's certification of final completion and approval as per Regulation 5-4(3) of these regulations.

5-12 FINANCING EXTENSIONS - When the System's base system is to be extended to serve a prospective customer, or a group of prospective customers, said prospective customers shall be required to pay all costs of said extension unless the System specifically agrees to participate in accordance with the provisions of Regulation 5-10 of these Regulations Governing Water Service. Customer financing may be accomplished either by private contract or through special improvement Systems as provided for by law.

All in-tract facilities required to serve a subdivision or other type of 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 customer or group of customers requesting the extension of water service. Said customers shall extend the System's base system to the farthest point or points of the development. Extensions will be looped to avoid dead ends within the system, unless otherwise approved by the Board and the Montana State Department of Environmental Quality. Applicants requesting extensions will be responsible for securing all rights-of-way, licenses, and permits that may be required in order to construct, operate, maintain, repair, and replace the facilities to be extended.

All off-site facilities required to be installed to serve a customer's, or group of customer's, property shall be installed at said customer's expense. All individual extensions shall be

installed at the expense of the 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 System may require said customer or group of customers to enter into a special extension agreement with the System wherein said customers may be required to finance the construction of the special facilities prior to being granted water service or additional water service from the System.

In all cases, the System shall determine the size of extensions to its base system; however, in no case shall any water main less than eight (8) inches in diameter be placed in the System's base system when said main must provide fire suppression water. In addition, the System shall not grant nor construct free extensions to serve anyone.

- 5-13 EXTENSION CONTRACTS - All contracts negotiated with the CCPWD will/may be reviewed by the System Engineers and Attorneys, and will be signed by all parties prior to the start of construction. Costs associated with engineering and legal reviews will be charged to and paid by the customer as per Regulation 9-9 of these regulations.
- 5-14 WATER MAIN CONSTRUCTION FEES - Prospective System customers requesting a connection to a water main, which abuts and fronts their property, will be required to pay the appropriate system development fee as outlined in Regulation 5-7 of these regulations. The current system development fee structure is included on Appendix C attached to these regulations.
- 5-15 WATER LINE CONSTRUCTION AND REPAIR BY APPROVED CONTRACTOR - All construction and repair of water mains will be accomplished by a contractor approved by the Board of Directors and/or Management. Contractors will be required to meet the requirements of these Rules and Regulations, Montana Public Works Standard Specifications, be currently registered with the State as a Registered Contractor, have public liability insurance naming the System as co-insured in a minimum amount set by the System, be bondable in the dollar amount of the project, have worker's compensation coverage or an exclusion granted by the State, and the ability to obtain any and all permits required by the System, Tribal, State or Federal government. Contractors performing water line construction under a contract with the System will meet the necessary requirements of the individual contract pertaining to the specific project.
- 5-16 WATER LINE CONSTRUCTION TO COMMENCE WITHIN TWO (2) YEARS OF AGREEMENT - Construction on all water line extensions must commence within two (2) years from the date of the agreement that has been signed by the Board of Directors. If construction has not started within two (2) years, the agreement will be considered null and void, and the applicant must make re-application, pay any required application fees and re-negotiate the agreement and request for water service.

REGULATION NO. 6 - FIRE HYDRANTS AND FIRE LINES

- 6-1 FIRE HYDRANTS - All fire hydrants installed in the System's Water Service Area and which are connected directly to the System owned water mains shall be under the ownership of the System and shall be kept in reasonable repair by the System. Fire hydrants to be installed during the extension of the base system to individual subdivisions, properties whether public or private, or during replacement, will be first approved by the System prior to their placement and all costs and expenses of installation shall be borne by the applicant or customer.
- 6-2 OPERATION OF FIRE HYDRANTS - No person, other than a member of a recognized Fire Service Association and System employees, shall open or operate any fire hydrant without permission of the Management or the Board of the System. Use of fire hydrants shall be for the purpose of fighting fires, flushing of System main lines, construction purposes as approved by the System, or for other uses to benefit System customers as approved by the System Board or Management. Except in emergency situations, any authorization shall be by written permit .
- 6-3 INSTALLATION OF BLOW-OFF HYDRANTS – Blow-off hydrants to be installed during the extension of the base system to individual subdivisions, properties whether public or private, or during replacement, will be first approved by the System prior to their placement and all costs and expenses of installation shall be borne by the applicant or customer. The type, size and materials of construction of said hydrants and appurtenances shall be subject to the System's specifications and approval. Installation of blow-off hydrants and appurtenances shall be in accordance with the System's standards of design and construction.
- 6-4 RELOCATION OF FIRE HYDRANTS - Fire hydrant installation shall be deemed permanent after their initial installation. Requests to the System to relocate fire hydrants shall be considered only in the event the expenses of relocating said fire hydrants conform to Regulation 9-9 of these regulations.
- 6-5 OBSTRUCTING FIRE HYDRANTS - Access to fire hydrants shall not be obstructed either permanently or temporarily by such things as constructing fences or other structures in such a manner as to prevent ready access to said fire hydrants. In addition, no person or entity shall plant trees, shrubs, bushes, or other plantings in such a manner as to prevent ready access to fire hydrants. If a System customer is found in violation of this particular regulation, the System shall give written notice to the customer in question to remove such obstruction at customer's expense and if such violation is not corrected by the customer within ten (10) days from mailing of such written notice, the water supply to said customer shall be turned off by the System.
- 6-6 DAMAGES TO FIRE HYDRANTS - Any person or entity damaging a System owned fire hydrant shall be responsible to the System for the repair of such damages.
- 6-7 FIRE HYDRANT FEES - The Board may establish rates for the use of fire hydrants. Such rates shall be of sufficient amount to cover operation and maintenance costs, as well as water used. Use of fire hydrants shall be for the purposes described in regulation 6-2 of these regulations. The current rate for fire hydrant use is included on Appendix C attached to these regulations. _

6-8 PRIVATE FIRE HYDRANTS – Private fire hydrants are owned by the customer and are located on private property installed from private fire lines or services. The costs of installing, operating, maintaining and replacing such hydrants shall be at the sole expense of the customer. Private fire hydrants shall be installed on private fire lines only as per Regulation 6-9 and Regulation 7 of these Regulations. Customer shall pay to the System the rates in accordance with the System’s approved Fire Line Rate schedules. The fire line rate structure is included on Appendix C attached to these regulations. _

6-9 FIRE LINES – Fire lines shall be applied for and installed in compliance with the appropriate requirements Customers Installations, of these Regulations and, in addition, they shall comply with the System’s standards of design and construction for fire lines.

Fire lines are owned by the customer and the installation, maintenance, repair and replacement of said facilities shall be at the customers’ sole expense. Customer shall keep their fire line in good repair and if after ten (10) days from receiving written notice by the System instructing customer to repair their fire line, customer fails to do so, the System may discontinue such water service to said customer. Fire lines shall not be interconnected with domestic service pipes and said fire lines shall have a separate connection to the water main in the street abutting and fronting the premises to be served unless otherwise approved by the System. Each fire line shall have its own independent shut-off valve which shall be located at or near the water main in the street and at a point designated by the System. Water shall be drawn by the customer from fire lines for fire protection purposes only. Customers found by the System to be using water from fire lines for other than fire protection purposes may have their water service discontinued, after being provided written notice, by the System until such time as the customer, at their own expense, installs metering equipment meeting the System’s specifications, on said fire lines.

All fire lines installed to serve property which connects to the System’s base system shall have approved back flow prevention devices installed on same to prevent back flow into the System’s base system. In addition, fire line loops connecting with the System’s base system at more than one location shall have approved check valves installed on the fire line loops to prevent circulation of water through customer's fire lines into the System’s base system.

Customer shall pay to the System the rates for fire line services as per the System’s approved rate schedules for this type of service and such payments shall be made in accordance with the regulations governing all other rates approved by the Board. The fire line rate structure is included on Appendix C attached to these regulations.

REGULATION NO. 7 - CUSTOMER'S INSTALLATION

7-1 GENERAL - *The System will install at the System expense, corporation stop or valve, service pipe, curb cock, and curb box from the main line to the property line at a place approved and designated by the System.* The customer or developer will install a meter connection, meter box or vault (if required), back flow prevention device and/or pressure reducing valve (if required), inside piping, appliances, and all other apparatus on customer side of the point of delivery, except the System's meter, where applicable as per Regulation 8 of these regulations, and any other equipment owned by the System. A customer's installation shall be installed and meet the specifications of the System where installed in public rights-of-way and the System's specifications where installed on private property. All materials used in the construction of water services will conform to the standards of the American Water Works Association for potable water service.

7-2 CUSTOMER'S RESPONSIBILITY - *Customer shall be responsible for the customer's installation including the service pipe from the curb stop or valve to and inside the property and/or premises being served, meter box, back flow prevention device, pressure reducing valve, inside plumbing, 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 the original service, the enlargement, realignment, or abandonment of the service including the corporation stop or valve, curb stop or valve, curb box, service pipe and appurtenances shall be borne by the System. Customer shall be responsible for the repairing, maintaining, and replacing the customer's installation, including the service pipe from the curb stop and such other appurtenances on the customer's side of the point of delivery. Customer shall, at all times, keep their installation in good condition and repair, and, if not repaired within ten (10) days after receipt of written notice by the System to do so, water service to the customer may be discontinued by the System.

The System may require customer's installation to be placed in a condition conforming with the System's specifications, rules and regulations, State or Federal standards 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 System of any proposed changes or increases in their installation which might overload or adversely affect the System's facilities. Any use of equipment by the customer which prevents the System 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 System shall have no responsibility for operation or maintenance of any line or facilities it does not own, but the System may discontinue water service to any line or facilities or portion thereof, if, in the opinion of the

System, customer's line or facilities, or portion thereof, is in dangerous condition or may interfere with the System's operation, provided however, that the System shall have no duty or obligation to inspect any such line 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 System for this purpose. Customer shall, at the time water service is provided, pay to the System the appropriate system development fee and any outstanding charges that may apply to the service in question as per Regulations 5-7, 5-14 and 9-9. All costs of installing the customer's installation, including corporation stop, or valve, service pipe, curb cock, curb box, and the meter box, if required, shall be borne by the customer.

7-5 INSTALLATION OF CUSTOMER'S SERVICE AT THE MAIN - Customer's service, when first being installed and tapped at the main, shall be installed by the System. Arrangements for the installation of the service shall be made with the System after the appropriate forms have been filed and approved by the System. The customer is responsible for all costs associated with the installation and repair of the service and any expenses of the System related to the customer's service installation.

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.

7-6 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 customer's installation shall be installed perpendicular to the water mains axis, perpendicular to the right-of-way and in accordance with Regulation 7-1 of these regulations. In any case, the location and arrangement of all service lines shall be approved by the System prior to construction of such facilities.

Unless otherwise authorized by the Board in writing with the proper permits and easements obtained, the customer's installation application proposing to have the service pipe located in the following manner will not be approved by the System:

1. A customer's installation having the service pipe located parallel to, and within, public rights-of-way;
2. A customer's installation having the service pipe located so as to cross private property not owned by the customer requesting the installation;
3. A customer's installation having the service pipe located in or along alleys;
4. A customer's installation having the service pipe located so as to cross public rights-of-way to effect the interconnection of different parcels of land;

5. A customer's installation having the service pipe located in violation of sound System practices.

7-7 ARRANGEMENT OF CUSTOMER'S INSTALLATION - Customer's installations shall in all cases be so arranged that the supply of water to each premise, dwelling, or building may be controlled by a separate curb cock, placed one (1) foot from the property line in the public right-of-way, or at a place agreed to by the System, under rules established by the System.

The following arrangements for customer's installations will not be permitted or allowed by the System:

1. A customer's installation arranged to have domestic service pipes interconnected with private fire lines or facilities;
2. A customer's installation arranged with the customer's service pipe installed parallel to the property line of a said side street so as to effect a connection to a water main which does not about the property desiring water service;
3. A customer's installation proposing to have a branch pipe connected to a customer's service pipe at a point upstream of the System's meter;
4. A customer's installation providing service to more than one (1) premise from a single customer's installation is prohibited unless approved by the System and the fees for such installation assessed by the Board are paid in full;
5. A customer's installation providing more than one (1) domestic customer's installation per individual building and/or structure, excluding condominiums or apartment complexes/houses, unless approved by the System and the fees for such installation assessed by the Board are paid in full;
6. A customer's installation providing service to more than one (1) building by extending the interior plumbing from one (1) building to another;
7. A customer's installation providing private service pipes and/or mains crossing public rights-of-way to effect the interconnection of properties under one (1) ownership.

7-8 MINIMUM DIAMETER OF SERVICE PIPES - The minimum diameter of service pipes to be installed to serve any property shall be one (1) inch. Service pipes installed to replace existing service pipes may be equal to the diameter of the service pipe that is being replaced, but under no circumstances, less than three-quarter (3/4) inch in diameter. In addition, service pipes for customer's installation shall conform to American Water Works Association Standards for potable water service pipe and be of uniform diameter from the water main in the street to the System's water meter installation. When it is desired by the customer to increase the service pipe size either during replacement or for any other reason, the customer or customer's representative will first contact the System and pay any System fees associated with the increase in service pipe size prior to installation.

- 7-9 DEPTH OF BURY OF SERVICE PIPES - 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 System.
- 7-10 RELOCATION OR ENLARGEMENT OF PERMANENT CUSTOMER'S INSTALLATION - Once a customer's installation has been installed to serve a particular premise, such installation shall be deemed to be permanent by the System and shall not be transferable to serve other property nor shall such customer's installation be relocated or enlarged to serve the same property unless customer, upon application to and approval by the System, agrees to pay for all costs associated with the accomplishment of said work in accordance with Regulation 7-8 and 9-9 of these regulations.
- 7-11 MISCELLANEOUS DEVICES – The System may require a customer to install, as a condition of continued water service and at the customer's expense, an approved back flow prevention device that the System deems necessary to protect its facilities, its service products, or its customers/users' facilities. The System may advise a customer to install at the customer's expense, an approved expansion tank, an approved pressure reducing device, an approved pumping device, or any other similar type device. The customer shall be responsible for the testing, operation, and maintenance of such devices. The System may also require the customer to submit test results on such devices certifying that the devices have been checked by an authorized service representative and are in good working order.
- 7-12 DISCONNECTION OF ABANDONED CUSTOMER'S INSTALLATION AND FIRE LINES - In the event any customer's installation or fire line, that is or has been delivering water to any premise, is abandoned for any reason whatsoever, it shall be the responsibility of the owner thereof to have the customer's installation or fire line disconnected from the System's water main and the corporation cock or service valve capped. Said work shall be at the owner's expense. Upon written request and approval by the System, such work shall be performed by a contractor approved by the System as per Regulation 5-15 of these regulations and inspected by a System agent, and all expenses, including any System expenses involved with the abandonment, shall be the responsibility of the owner, according to Regulation 9-9 of these regulations.
- 7-13 ABANDONMENT OF CUSTOMER'S INSTALLATIONS AND FIRE LINES - When a customer's installation or fire line has been in regular use and has been turned off, or if a customer's installation has never been turned on, then:
1. It shall be designated by the System as an inactive customer's installation or fire line;
 2. If the existing inactive customer's installation or fire line is nonstandard, or if it is physically impossible to reactivate said customer's installation or fire line because of its age, condition, size, or for any other reason, then such customer's installation or fire line shall be deemed abandoned; and
 3. When any customer's installation or fire lines is inactive five (5) years or more, it may be deemed abandoned. At its discretion, the Board may order the same to be disconnected. The cost of the disconnection shall constitute a lien on the property previously served.

7-14 LIABILITY OF SYSTEM – The System shall only be responsible to a customer for providing water service in accordance with the conditions set forth herein. The System shall not be responsible for inconvenience, damage, or injury to persons or property resulting from termination, discontinuance, or interruption of the System’s water service to any property.

REGULATION NO. 8 – Private Wells

8-1 PRIVATE WELL – Those scattered home site having individual wells for potable water will not be included as part of any community construction for water maintenance. These units shall be considered the responsibility of the individual. Periodic maintenance may be obtained from the Department at the rates indicated in the fee schedule.

Where a public water system is not available, the building water shall be connected to a private well system complying with the provisions of this article. Before commencement of construction of a private (individual) water system, the Owner(s) shall first obtain written approval by the CCPWD designated representative. The applicant shall provide any plans, specifications, and other information as are deemed necessary by the CCPWD designated representative. A review fee may be charged the Applicant as may be set by the CCPWD. The private water system installation shall be completed to the satisfaction of the standards set by the Department (Appendix E- Individual Well Designs) and a minimum designs and installation must meet local, State and Federal standards. The CCPWD designated representative shall be allowed to inspect the work at any stage of construction. The type, capacities, location, and layout of the private water system shall comply with all recommendations of the Ten State Standards and the CCPWD. No well shall be permitted to pump/draw groundwater within 100 feet of a septic tank. The Owner(s) shall operate and maintain the private water facilities in a sanitary manner at all times, at no expense to the CCPWD.

At such time as a public water becomes available (within 200') to a property served by a private (individual) water system, a direct connection (combining all plumbing into one lateral service line) shall be made to the public water within ninety (90) days. Under unusual and/or special circumstances the CCPWD may waive this provision.

REGULATION NO. 9 - METERING

9-1 GENERAL – Except for fire lines, all water service lines connected to the System’s water supply system will be metered by the System. All meters in the System will normally be read monthly. In months where the meter cannot be read, the System may estimate the meter reading and use the calculated usage to render a bill for the customer. The System shall not estimate a meter reading for a customer without first making an effort to read the meter.

9-2 METER – ASSESSMENT, INSTALLATION, OWNERSHIP, REPAIR AND MAINTENANCE, RESPONSIBILITIES OF CUSTOMER - The cost of the original meter (first meter installed on a property) will be the responsibility of the System and will be assessed at the time of application for water service. The System will maintain a stock of one (1) inch meters. Cost of these meters will be determined by the actual inventoried cost of the meters to the System. Meters larger than one (1) inch will be obtained through the System at the customer’s expense after having first obtained and/or supplied the specifications for the meter from/to the System. System Employees will install and seal meters of one (1) inch in size. The Customer’s plumber will install meters larger than one (1) inch, followed by inspection of the meter setting by a System employee whom will seal the meter after acceptance. After the initial meter setting, the ownership, repair and maintenance of the meter becomes the responsibility of the System, however, the responsibilities of meeting these regulations of the System, standards of the plumbing industry and any standards of the State of Montana or Federal regulations are the responsibility of the Customer.

In all cases, the customer shall furnish proper protection of the meter from freezing or other damage, and the meter shall be located where it is easily and readily accessible for installation, removal, disconnection, servicing, and reading of the meter by System personnel. The System has the right to require remote readers to be installed at any location. The true register for the usage of water in all cases shall be the generator register attached and sealed to the System meter.

9-3 GENERAL REQUIREMENTS FOR METERING FACILITIES - All metering facilities shall conform to the following requirements:

1. All System’s meters shall be set only in an approved, non-hazardous place, and accessibility to said place shall be maintained by the customer at all times. No lawn taps, nor any other type taps, are permitted on customer's installation between the water mains and the System’s meter.
2. The System’s meters shall be set in a horizontal position in the customer's installation.
3. The System will determine, in all cases, the size of the meter to be installed.
4. Customer's plumber shall furnish and install all pipe, fittings, and valves necessary for the metering facility, in accordance with the System’s standards and specifications.

9-4 INDOOR METERING FACILITIES - All indoor metering facilities shall conform to the following requirements:

1. Meters will not be installed higher than four (4) feet to center of connection above the floor.
2. Meters will not be installed in recreation rooms, not be concealed and obstructed by items, cabinets, benches, or other built-in fixtures.
3. An indoor meter one (1) inch shall be installed using a System approved meter yoke.
4. All small meters one (1) inch in size and located in residences, shall be installed with remote automatic reading. Such remote readers are not transferable to another address, but shall remain on the building where originally installed. Customer shall be responsible for any vandalism or other damages of similar nature to the readers. The location of such remote readers, once installed by the System, shall be deemed to be permanent. Customer's desiring to have the remote readers relocated shall bear all costs for such relocation work.

9-5 OUTDOOR METERING FACILITIES - All outdoor metering facilities for meters shall conform to the following requirements:

1. Small meters, one (1) inch or smaller, shall be installed on private property in meter boxes approved by the System, and located not more than five (5) feet from customer's property line or at a point designated by the System.
2. Large meters, over one (1) inch, shall be installed in a meter box or vault designed and constructed in accordance with System standards. The metering facility shall be located on private property at a point approved by the System and near the customer's property line. Outside meter boxes or vaults must be located near a driveway or turnout and be accessible to System vehicles. Location of the meter box or vault shall be such that System personnel will not damage lawns, shrubs, or other property, nor interfere with the customer's normal course of business, nor be a hazard to customer's or System personnel.
3. All meter boxes are the expense and property of the customer and shall be maintained in good repair at the customer's expense. Failure by the customer to keep said meter box in good repair shall be cause for the System to discontinue water service to said customer. The System shall give customer written notice to repair the meter box, and after ten (10) days from date of said notice customer fails to do so, the System will discontinue said customer's water service until the meter box is placed in good repair.

9-6 PERMANENT METER INSTALLATIONS - When a meter is installed at the request of a customer, its installation is to be permanent unless the customer elects to have same removed and pays all expenses incident to the removal of same, or discontinues service entirely. In such cases the customer will be required to reimburse the System for the actual cost of the labor in connection with the removal of the meter and said charges will be as provided for in Regulation 10-10, Charges for Miscellaneous System Services.

- 9-7 CUSTOMER'S RESPONSIBILITY - Customer shall exercise reasonable care in protecting the System's meter and all other System owned equipment located on customer's premises. Customer shall be responsible to the System for any damages to the System's meter due to freezing, vandalism, or other damages of a similar nature. Only the System's employees or agents, or persons authorized by the Board are permitted to inspect or handle same.
- 9-8 FINAL CONNECTION - Final installation of the meter shall in all cases be made by, or under the direct supervision of, the System or its authorized agents.
- 9-9 METERS SEALED - All meters will be sealed by the System. The breaking of seals by unauthorized persons, or tampering with the meter or the meter piping, is prohibited by law, and will be cause for immediate discontinuance of water service by the System. Such acts may be prosecuted as criminal theft and the System may obtain judgment for three times the reasonable value of the water service and its costs, including attorneys' fees and expert witnesses' fees.
- 9-10 SCHEDULE OF METER TESTS - The System will verify the mechanical accuracy of all water meters before installation, either by verification of certification by the manufacturer or by testing on the System's meter testing facility.
- 9-11 SPECIAL METER TESTS - On request of a customer, the System shall within ten (10) days after receipt of such request, make special meter tests. The cost of such testing, removal and replacement of the meter shall be borne by the customer.
- 9-12 REPLACEMENT OF METER - Whenever a customer requests the replacement of the water meter on the customer's premises, such request shall be treated as a request for test of such meter, and as such, shall fall under the provisions of Regulation 9-11 of these regulations.
- 9-13 STANDARD OF METER ACCURACY - The System shall not place in service, or knowingly allow to remain in service without adjustment, any meter that has a known error in registration of more than plus or minus three (3) percent.
- 9-14 ADJUSTMENT FOR INACCURATE METER REGISTRATION - Whenever a meter in service is found by test to be outside the limit of accepted accuracy as defined in Regulation 8-12, the System shall make an adjustment, based on the corrected registration for the period of present customer's occupancy in which the meter was registering incorrectly, if such period is known, not to exceed one year, If the period of incorrect registration is not known, then the System will make an adjustment for a period of not exceeding sixty (60) days. Whenever a bill or bills have been adjusted or corrected as provided above, and whenever such adjustment amounts to \$1.00 or more, the System shall refund to customer any amount found to have been collected in excess of the proper amount, or the customer shall pay any additional amount due, as the case may be.
- 9-15 NON-REGISTERING METER - When a meter fails to register for any period, for reasons beyond the reasonable control of the System, the System may estimate the charge for service during such period, such estimate to be based upon the best available data.

- 9-16 NON-REGISTERING REMOTE READER - When a remote reader fails to register for any reason or period, for reasons beyond the reasonable control of the System, the meter register directly mounted on the meter body, will then be read by a System employee and used to account for the amount of water used. The customer is responsible for all water registered by the meter register unless otherwise determined by the System or as outlined in Regulation 9, Sections 9 through 13. Customer is responsible for the protection of, and access to, the remote as described in Regulation 9, Sections 1 through 8, and Regulation 10-2 of these Regulations.
- 9-17 METER TAMPERING/BYPASSING - Water customers shall not interfere in any way with the meter after it is set in place. In case the meter seal is broken, or the working parts of the meter have been tampered with, or the meter damaged, the System may render a bill for the current month, based on an average of the last thirteen (13) months, together with the full cost of repairing such damage to the meter, and may refuse to furnish water to said customer until such customer's account is paid in full, or enforce Regulation 4-19 of these Rules and Regulations.
- 9-18 DAMAGED METERS AND EQUIPMENT – Whenever a System meter, meter generator, remote wire, remote reader or any other metering equipment is damaged by the carelessness or negligence of the customer, the System shall repair/replace the damaged equipment and charge the cost of doing so against the customer’s account. Failure to pay this charge shall be cause for the System to discontinue service to the property involved until the total amount is paid plus payment of any applicable charges for discontinuance and/or reestablishment of service.

REGULATION NO. 10 – BILLING

10-1 **GENERAL** - All customers' installations, except fire lines, shall be metered by the System. When separate points of delivery exist for supplying water to a single customer, or separate meters are maintained for measurement of service to a single customer, each point of delivery or metering shall be separately billed under the applicable rate schedules or contracts. However, when a compound meter is required in a single metering facility, the billing will be accomplished by a separate billing for the gallons used through the high flow meter portion and separate billing for the gallons used through the low flow meter portion.

In no case shall customer extend 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 or more premises through one meter.

10-2 **METER READING PRACTICE** - The System 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 System, shall as closely as practicable as the same for each reading. The customer will provide access to the System's employees for reading meters at all times.

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

- (a) If dogs, animals, or other adverse conditions prevent the meter reader access to the remote reader, the System may require, at the owners expense, relocation of the remote reader to a location selected by the System.

10-3 **BILLING PERIODS** - The System shall normally render bills regularly at monthly intervals. The System office will maintain complete and up-to-date records of all users serviced by the system operation. Monthly statements will be mailed out by the **10th of each month**, with payment due by the **25th of the month**.

10-4 **INFORMATION ON BILLS** - A bill shall include a water service fee, wastewater service fee and a solid waste fee. At a minimum the bill will display the customer's name, mailing address, account number, service address, reading date, the registration on the meter for the end of the billing period, the amount of water used in hundreds of gallons, and the total billing amount.

10-5 **RATES, CHARGES AND FEES** – All rates, charges and fees for water services shall be adopted by the Board of Directors of the Rocky Boy Rural Water and Sewer System.

10-6 **BILLS DUE** – A person or entity may not use any facility without paying the rate established for the facility. All bills for water service shall be due and payable when rendered. If a bill is not paid within fifteen (15) days of the billing date, a late payment penalty of \$10.00 per month will be assessed. The late payment interest charge will be applied on the full past due amount,

including any special fees or charges. Additional fees for twenty-four (24) hour notices and turn-off/turn-on services may be charged as set by the Board for delinquent accounts.

Once shut off, water service will only be restored after payment of all delinquent charges are paid in full along with the cost to turn service back on. If any such delinquent customer wishes to have service restored during non-business hours or on weekends or holidays, they must pay the required outside normal work hours rate in advance.

Services disconnected or suspended for default or delinquency of payment shall not be resumed in the name of any relative, friend or member of the family when the residents of the household have not actually changed or the customer of record is still living at the subject services address until all changes have been paid in full.

In addition, a user's eligibility to enter into a payment agreement will be based on their demonstrated good faith in paying their monthly utility bill, ability to pay and performance on previously arranged payment schedules. A user who has not kept prior payment commitments with the System will not be permitted to enter into a new payment arrangement until all previous bills have been paid in full.

Collection of water bills will be the following:

- a) **Monthly Statements:** The monthly statements are considered the first and second notices on account balance.
- b) **Past Due Notifications:** Any customer with an outstanding balance will be stamped "Past Due" on their monthly statements. This statement serves as notification of the account having a delinquent balance. Accounts with a delinquent balance are subject to have services terminated.
- c) **Termination of Services:** Accounts not paid by the 25th of each month or first normal working day thereafter when the 25th falls on a weekend or holiday, shall be considered delinquent. Any customer with a delinquent balance amount exceeding the equivalence of three (3) months will be considered delinquent and will be subject to have water services disconnected. A final shut off notice will be mailed or hand carried to the residence of the delinquent account after the 25th of each month or following the month their account became delinquent. Shut offs will physically take place not less than 48 hours, nor more than 7 days, after the mailing or hand delivering the final shut off notice.
- d) **Reconnect of services:** Reconnect of water services may not be the same day the customer pays. There are no reconnects until the CCPWD completes disconnect of water services in all districts.
- e) **Tampering with RBRW property:** Any customer who has tampered in any form with the System's property will be fined the amount of \$500.00 per incident. Any customer who tampers with the System's curb box will be fined for tampering and back billed for water services. At which time the System's curb box will be removed, the tampering fine and half of balance due will be required to be paid before any reconnection; the remaining balance due to be paid off with agreement between the customer and the System's. If customer fails to adhere to the payment outlined in the agreement, the System has the right to take legal action to recover remaining balance.

- f) **Payment Disbursement:** Any customer may make a partial payment on their account. When a partial payment is received for an account the order of disbursement will be the following: 1st: Solid Waste; 2nd: Wastewater, 3rd: Water. If an account

10-7 LANDLORD RESPONSIBILITY – The real property owner shall be primarily responsible for the payment in full of all utility bills generated by the real property so billed for water use. Failure of the real property owner to pay the bill as and when rendered will subject the property to termination of water service, as per Regulation 10-5 of these regulations.

10-8 SYSTEM’S RIGHT TO REFUSE SERVICE - The System may refuse service to any delinquent customer owing the System for service at a present or previous location in the System, until such past balance has been paid or satisfactory arrangements have been made by the delinquent customer with the System for paying same. These same provisions shall apply, and the System may refuse service, to any other member of the same household or firm when application by said prospective customer, in the opinion of the System, may be a means of evading paying of the System service bill.

10-9 ADJUSTMENT OF RATE FOR INTERRUPTIONS - Interruptions of service covered by Regulation 4-5, Interruptions of Water Supply, or frozen facilities of customer, shall not render the System liable for any adjustment of the bill.

10-10 CHARGES FOR MISCELLANEOUS SYSTEM SERVICES - The System may require service agreements 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 System for a customer shall be adequate to cover all of the System’s expenses, including, but not limited to, application, construction and permit fees, legal fees, engineering fees, inspection fees, installation and service fees. The System may revise said charges from time to time to reflect current costs and the System may, at its discretion, estimate such charges and require the prospective customer to deposit an amount equal to such estimated charges with the System prior to performing any such work, the System will refund to customer any overpayment upon completion of said work by the System. In addition, customer shall pay to the System an amount equal to the difference between the estimated cost of the work performed by the System and the final amount incurred by the System. Said payment shall be due and payable to the System upon completion of the work to be performed and prior to beginning water service to said customer.

10-11 MINIMUM MONTHLY CHARGES - Minimum monthly charges will be assessed whenever a customer's installation is active. An active customer's installation shall be a service where the property is occupied and/or not abandoned by the owner, whether the service is on or off at the curb-stop, unless specified otherwise by the Board of Directors or Management. Minimum monthly charges shall be the charges set forth by the Board of Directors according to the By-Laws of the System and any Rule and Regulation Governing Water Service thereof.

10-12 TEMPORARY METER REMOVAL - When a customer makes a verbal or written request to have the meter pulled for a temporary period, a service charge will be assessed as set by the

Board as provided for in Regulations 10-6 and 11-10. Said service charge must be paid before restoration of service. Minimum Monthly charges will apply and must be paid in full along with the temporary meter removal fee before restoring service. Temporary meter removal will not be provided for any customer in order to avoid monthly charges as per Regulation 10-10. The temporary meter removal fee schedule is included on Appendix B attached to these regulations.

- 10-13 HOUSING AUTHORITY LOW RENT TENANTS – Individual homeowners and Low Rent Tenants will be responsible for payment on their monthly water and sewer services user fee. The CCPWD will submit a monthly statement to the Rocky Boy Housing Authority for all Low Rent Tenants. It shall be the responsibility of the tenant to ensure RBHA submitted payments for monthly service charges. CCPWD shall contact in writing or by telephone to the RBHA in regards to any disconnects/reconnects of water services for low rent tenants.
- 10-14 HOUSE TRANSFER – Customers who transfer to another unit must have a current balance before services are connected
- 10-15 PAYROLL DEDUCTION – The Tribal Business Committee has determined that it is in the best interest of the people that all Tribal Employees shall be subject to mandatory payroll deductions for current and delinquent water payments owed to the CCPWD and that this requirement be considered to be a condition of employment for all current and future employees. (***Resolution No. 162-09***)
- 10-15 ONE-TIME SERVICE AGREEMENTS – Each customer will have the right to enter into an agreement to make payments on a delinquent account with written approval from the CCPWD General Manager and Billing/Collections Clerk in accordance with CCPWD Payment Agreement Form (Appendix B). Failure to make payment by the 5th of each month will result in disconnect of water services. After failing the agreement, this customer must pay the remaining balance due in full plus a reconnect fee, which leaves the customer with a zero balance.
- 10-16 FORM OF PAYMENT – The System reserves the right to designate the means or form of payment (money order, cashier’s check, personal check, ect). Any user who has tendered a dishonest check as payment for their account, a service charge of \$40.00 per check will be assessed to cover the cost of processing checks returned by the bank for insufficient funds.
- 10-16 NON-RESIDENT/COMMERICAL ACCOUNTS – Non-residential/commercial units are those units which will use the services provided for reasons other than domestic use only. All non-residential and/or commercial units will either be metered or charged according to the number of use supply points along with a monthly standard rate. Use points (requirements): All non-residential and/or water users whose requirement are judged to be similar to those of residential users set by the Systems Board shall pay a monthly rate for service based on the number of water use points on the premises. Water use points shall be counted by designated employees, and the total number of use points, for each fixture or appliance requiring water, shall be arrived at by adding the number of water lines supplying each fixture or appliance.

<u>Fixture or appliance</u>	<u>Supply Point</u>
Shower (hot or cold)	1 each
Cold water taps	1 each
Hot water taps	1 each
Outside Water Tap	1 each
Toilet stool	1 each
Urinal	1 each
Automatic washer	2 each
Dishwasher (permanently installed)	2 each
Others	1 each
Supply point system	See Appendix C
 Monthly standard rate:	 See Appendix C

10-17 BULK WATER SALES – Bulk sales of water or disposal of water, on a temporary basis will be subject to rates established in the rate schedule and all billing procedures established.

REGULATION NO. 11 - SYSTEM'S INSTALLATION

- 11-1 SYSTEM'S RESPONSIBILITY - The System 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 the customer's side of the point of delivery.
- 11-2 CONTINUITY OF SERVICE - The System shall make reasonable effort to avoid interruptions of service. When such interruptions occur, the System shall re-establish service with reasonable diligence.

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

- 11-3 SUSPENSION OF SERVICE FOR REPAIRS AND CHANGES - When it is necessary for the System to make repairs to or change its water collecting, storage, transmission or distribution system, meters, or other property, the System may, without incurring any liability therefore, suspend service for such periods as may be necessary, and in such a manner as to minimize the inconvenience to customers.

All persons having boilers on their premises, and depending on connected pressure with the water mains, are cautioned against collapse of their boilers. A check valve must always be placed between the boiler and the System's mains to prevent draining the boiler. The System shall have no liability for collapse of any boiler.

REGULATION NO. 12 - WATER SAMPLE TESTING

12-1 GENERAL - The Department shall provide water samples as required by current regulations and to meet the requirements of the State and U.S. Environmental Protection Agency.

REGULATION NO 13- RECORDS AND ACCOUNTING SYSTEM

- 13-1 GENERAL - The Department shall keep such records as are required by the Board, the State and Federal Government and in accordance with generally accepted accounting practices as recommended by the Department's Auditors.

REGULATION NO. 14 - INDIVIDUAL AND COMMUNITY WASTEWATER SYSTEMS

13-1 GENERAL – This Regulations sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the CCPWD, hereafter referred to as the Department, and enables the Department to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code §1251 et seq.) and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this ordinance are:

- a) To prevent the introduction of pollutants into the municipal wastewater system which will interfere with the operation of the system or contaminate the resulting sludge?
- b) To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into any waters of the State or otherwise be incompatible with the system;
- c) To promote reuse and recycling of industrial wastewater and sludges from the municipal system;
- d) To protect both municipal personnel who may be affected by sewage, sludge, and effluent in the course of their employment as well as protecting the general public;
- e) To provide for equitable distribution of the cost of operation, maintenance and improvement of the municipal wastewater system; and
- f) To ensure that the municipality complies with its NPDES or Non-discharge Permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the municipal wastewater system is subject.

This ordinance provides for the regulation of direct and indirect contributors to the municipal wastewater system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This ordinance shall apply to all users of the municipal wastewater system, as authorized by CCPWD. The Commission shall designate a manager of the system. Except as otherwise provided herein, the manager shall administer, implement, and enforce the provisions of this ordinance. Any powers granted to or imposed upon the manger may be delegated by the manager to other Department's personnel. By discharging wastewater into the municipal wastewater system, industrial users located outside the Commission boundary agree to comply with the terms and conditions established in this Regulation, as well as any permits, enforcement actions, or orders issued hereunder.

14-2 USE OF PUBLIC SEWERS REQUIRED – It shall be the policy of the CCPWD that sewer connection within all communities shall also be coupled with connection to the central water system. Exceptions that will allow only a sewer connection may be granted only in the case of extenuating health circumstances resulting from failure in the existing sewer system. Once a

user is connected to the sewer system, he/she shall not be allowed to disconnect from the community system.

The Owner of all new houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, situated on a lot which abuts or adjoins a street or alley along which is located a public gravity sanitary sewer, which is accessible within 200 feet of the lot, and a water line, which is accessible within 200 feet of the lot, shall make an approved water and sewer connection with the house, building or structure; provided, however, that no person shall be required to cross the private property of any other person to make the water and sewer connections. This includes plumbing all wastewater (grease traps, etc.) into the central sewer lateral.

The Owner of all existing houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated on a lot which abuts or adjoins a street or alley along which is located a public gravity sanitary sewer, which is accessible within 200 feet of the lot, and a water line, which is accessible within 200 feet of the lot, and has a failing sewage treatment system, must connect to the central sewer system; provided, however, that no person shall be required to cross the private property of any other person to make the water and sewer connections. All existing wastewater discharges (septic tanks, grease traps, etc.) shall be discontinued and plumbed to discharge into the single discharge lateral to the Rocky Boy Rural Water and Sewer Department.

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property any wastewater or other polluted waters except where suitable treatment has been provided in accordance with subsequent provisions of this Regulation and with regulations of the CCPWD of the Chippewa Cree Tribe and the EPA.

14-3 **RIGHT OF ACCESS TO PUBLIC SEWERS ON PRIVATE PROPERTY** – Property Owner(s) shall grant to the CCPWD or its designated representative, right of access at all reasonable hours to the premises of the Owner(s) for the purpose of installing, maintaining and operating, inspecting, monitoring, rehabilitating, and replacing or removing the CCPWD equipment and other purposes incident to performance under or termination of the CCPWD agreement with the Property Owner(s) and in such performance shall not be liable for trespass

14-4 **PRIVATE WASTEWATER DISPOSAL** – Those consumers having septic tanks for sewage disposal facilities will not be included as part of any community construction for sewage maintenance. These units shall be considered the responsibility of the individual. Periodic maintenance may be obtained from the Department at the rates indicated in the fee schedule.

Where a public sanitary sewer is not available, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this article. Before commencement of construction of a private (individual) wastewater disposal system, the Owner(s) shall first obtain written approval by the CCPWD designated representative. The applicant shall provide any plans, specifications, and other information as are deemed necessary by the CCPWD designated representative. A review fee may be charged the Applicant as may be set by the CCPWD. The private wastewater disposal system installation shall be completed to the satisfaction of the standards set by the Department (Appendix D- Septic Tank Designs)

and a minimum designs and installation must meet local, State and Federal standards. The CCPWD designated representative shall be allowed to inspect the work at any stage of construction. The type, capacities, location, and layout of the private wastewater disposal system shall comply with all recommendations of the Ten State Standards and the CCPWD. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facility where the area of the lot is less than 15,000 square feet. No septic tank shall be permitted to discharge to any natural outlet. The Owner(s) shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the CCPWD

At such time as a public sewer becomes available (within 200') to a property served by a private (individual) wastewater disposal system, a direct connection (combining all plumbing into one lateral discharge line) shall be made to the public sewer within ninety (90) days. Under unusual and/or special circumstances CCPWD may waive this provision.

14-5 BUILDING SEWERS AND CONNECTIONS – No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining written approval from the CCPWD designated representative. The Owner(s) shall indemnify the CCPWD from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer provided; however, that such indemnification shall not extend to loss or damage due solely to willful misconduct or negligence on the part of the CCPWD. Excluding industrial plant sites or other sites which have written approval from the CCPWD for single discharge points, a separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway, the front building may be extended to the rear building and the whole considered as one building sewer; but the CCPWD does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned. Old building sewers may be used in connection with new building only when they are found, on examination and test by the CCPWD designated representative to meet all requirements of this Regulation. Existing building sewers may be kept in service if, in the opinion of the CCPWD designated representative, they are in acceptable structural conditions and operate satisfactorily. The CCPWD shall charge the property owner the actual cost of inspection services that may be rendered. All new building sewers including any necessary replacement of existing building sewers must comply with the Montana Public Work Standards or the Ten State Standards. No connection to the public sewer shall be made directly by the Owner(s) without the prior approval of the CCPWD

No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of infiltration/inflow to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the appropriate authority.

It shall be the responsibility of the property owner to keep and maintain the building sewer connected to the public sewer in good repair. Should the Owner fail to repair the building sewer within 60 days after receiving written notification by the CCPWD that such repairs are necessary the CCPWD may make the necessary repairs to the building sewer and shall assess the Owner(s) for the cost of the repairs. Thus the entire cost of the building sewer (lateral) installed between the building and the central sewer tap shall be borne by the Owner. CCPWD shall bear maintenance responsibility for the sewer tap only between the sewer and the right-of-way easement (street, or private).

Existing multi-residential users (trailer courts, apartment buildings, duplex apartments, etc.) and small commercial establishments (shopping centers, etc.) being served with one water meter may, at the discretion of the CCPWD designated representative, be served with a single or multiple connection(s) to the sewer system.

14-6 INSTALLATION, OWNERSHIP AND MAINTENANCE RESPONSIBILITIES – Installation, right of ownership and maintenance responsibilities shall be delineated as follows:

- (1) The Property Owner(s) shall bear the responsibility for:
 - a. The installation and maintenance of the building sewer which may include a septic tank/holding tank where required; and grease, oil and/or sand trap where required.
 - b. The ownership and maintenance of a holding tank where required; grease, oil and/or sand trap where required; and all incidental service lines and pretreatment units.
 - c. Submit plans and specifications to the CCPWD for review and approval by the CCPWD designated representative for unit(s) to receive sewer service prior to construction.
 - d. Where an Owner requests a sewer tap be placed on a vacant lot/building, he shall pay the minimum monthly sewer charge (Appendix C- SERVICE AND RATE FEES) as established by the CCPWD.

- (2) The CCPWD shall bear the responsibility for:
 - a. The connection of service laterals to sewer taps to the central sewer lines.
 - b. The Owner(s) shall indemnify the CCPWD from any loss or damage that may directly or indirectly be occasioned by the connection (installation), repair and/or rehabilitation of the public system to the Owner's building sewer provided; however, that such indemnification shall not extend to loss or damage due solely to willful misconduct or negligence on the part of the CCPWD.

14-7 COMPLIANCE, MONITORING, AND INSPECTION RESPONSIBILITIES –

1) Monitoring Facilities

The Department requires the user to provide and operate at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the Department may, when such a location would be impractical or cause undue hardship on the user, allow the

facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

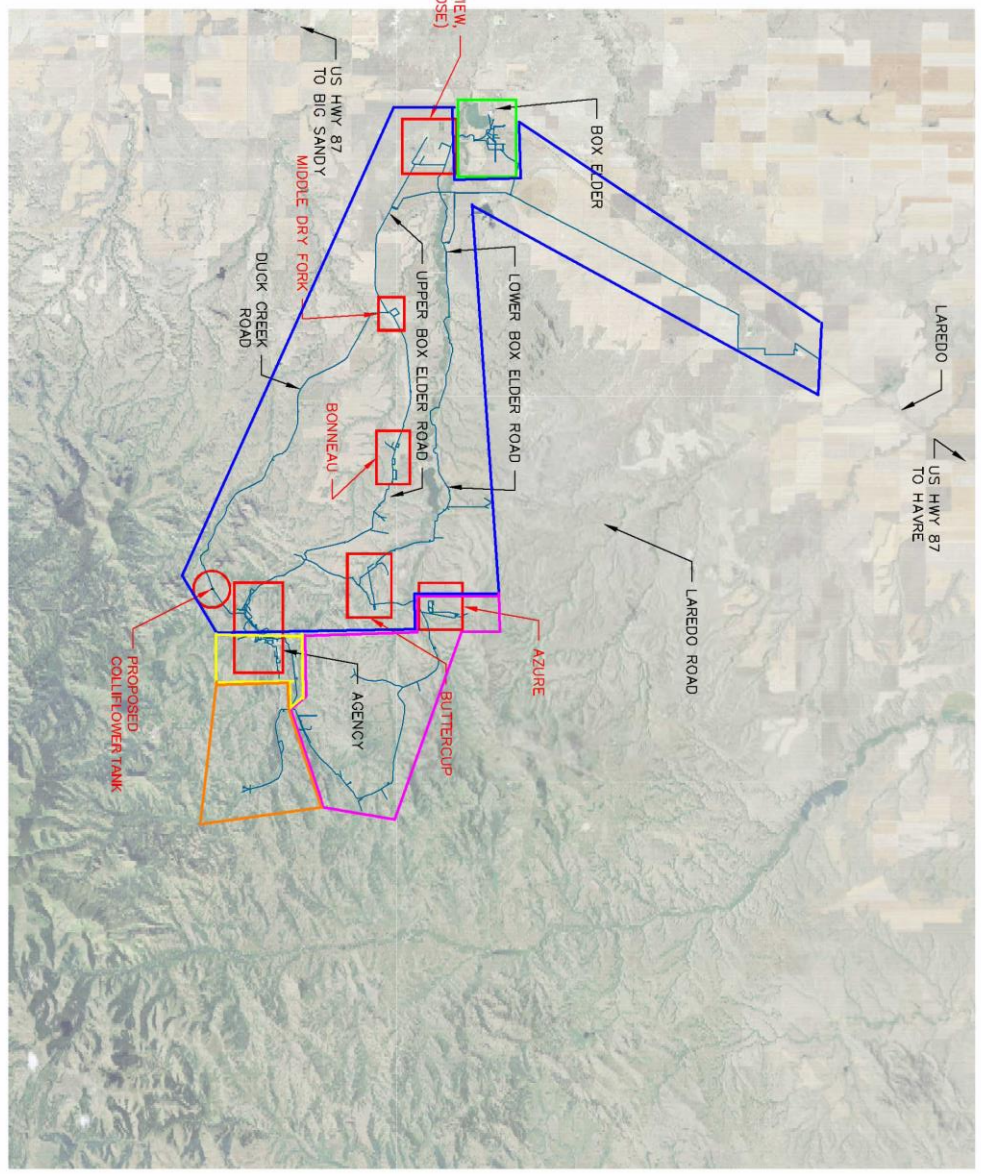
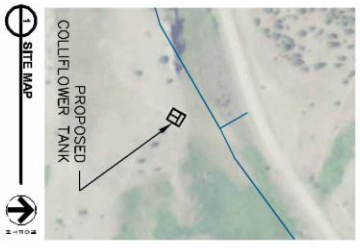
Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the requirements of the Department and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the Department.

2) Inspection and Sampling

The Department will inspect the facilities of any user to ascertain whether the purpose of this ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the Department, approval authority and EPA or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties.

The Department, approval authority and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the Department, approval authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Denial of the Department's authority's or EPA's access to the user's premises shall be a violation of this Regulation. Unreasonable delays may constitute denial of access.

Appendix A-



- Lower Box Elder (Country View, Sunny View, Prairie View, Wildrose)
- Parker Boundary
- Box Elder Boundary
- Agency Boundary
- Eagleman Boundary
- Newtown Boundary

Advanced Engineering and Environmental Services, Inc. • 300 15th Street South, Suite 107, Great Falls, Montana 59405 • (406) 864-0028 • (406) 864-0028 • www.aes2.com

DUCK CREEK WATER STORAGE TANK TRIBAL WATER RESOURCES DEPARTMENT BOX ELDER, MONTANA		<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISION</th> <th>APPROVED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	REVISION	APPROVED												
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Appendix B

**SMALL VOLUME USER (INDIVIDUAL)
CONTRACT AGREEMENT**

Customer Information	
Account Number:	
Name of Customer	
Street Address:	
City / State / Zip:	
Telephone #:	

The Chippewa Cree Public Works Department (CCPWD) is responsible for the overall maintenance and operation of the Water, Wastewater and Solid Waste services. All customers will be charged a service fee for the pumping, treatment and delivery of potable water. Following are service fee associated with the CCPWD:

- _____ A. Name Change Fee \$40.00
- _____ B. Water Hook-Up Fee \$40.00
- _____ C. Re-Connect Fee \$40.00
- _____ D. New Customer Fee \$60.00
- _____ E. New Tapping Fee (Water & Wastewater \$600.00 each) \$1200.00
- _____ F. Monthly Water Service Fee \$25.00
- _____ G. Monthly Wastewater Service Fee \$20.00
- _____ H. Monthly Solid Waste Service Fee \$20.00

I, _____ (Customer) acknowledge and agree to pay the sum of \$_____.00 for water service prior to water service being established. I also acknowledge and agree to pay the monthly service fee \$30.00. My signature below releases the Tribal Water Resource Department from any and all Liability Claims for the services provided.

_____ Date _____
Contract Holder's Signature

_____ Date: _____
CCPWD Director

_____ Date: _____
CCPWD Billing Clerk

***ANY AND ALL PRICES ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE CCPWD**

Appendix C

CHIPPEWA CREE PUBLIC WORK DEPARTMENT SERVICE AND RATE FEES

Residential Water Fee- Meter Base (includes first 5000 gallons)	\$20.00 per month
Residential Water Fee- per/1000 gallon	\$2.00 per 1000 gallons
Residential Water Fee- Flat Rate	\$25.00 per month
Residential Wastewater Fee- Flat Rate	\$20.00 per month
Residential Solid Waste Fee- Flat Rate	\$25.00 per month
Disability/Senior Citizen Rate Water Fee- Flat Rate	\$10.00 per month
Disability/Senior Citizen Rate Wastewater Fee- Flat Rate	\$10.00 per month
Disability/Senior Citizen Rate Solid Waste Fee- Flat Rate	\$10.00 per month
Commercial Water Fee- Supply Point Fee	\$2.50 per point
Commercial Water Fee- Meter Base (includes first 5000 gallons)	\$50.00 per month
Commercial Water Fee- per/1000 gallon	\$3.00 per 1000 gallons
Commercial Water Fee- Flat Rate	\$50.00 per month-Base
Commercial Wastewater Fee- Flat Rate	\$50.00 per month-Base
Commercial Solid Waste- Flat Rate	\$50.00 per month-Base
Residential Solid Waste Individual Canister	\$35.00 per month
Bulk Water	\$20.00 per 1000 Gallon
New Customer or Name Change Fee	\$40.00 each
Water Service Reconnect Fee (turn-on) & Disconnect Fee (turn-off)	\$40.00 each
Household Tapping Fee- Water & Wastewater	\$600.00 each (\$1200.00 Total)
Business Tapping Fee- Water & Wastewater	\$1200.00 each (\$2400.00 Total)
Tampering with CCPWD Property	\$500.00 per incident
Damage Fee to CCPWD Mains	\$750.00 per line

Appendix C

CHIPPEWA CREE UTILITY COMMISSION SERVICE AND RATE FEES

Construction Rate- Backhoe (includes operator)	\$135.00 per hour
Construction Rate- Bobcat (includes operator)	\$85.00 per hour
Construction Rate- Truck Driver (includes operator)	\$100.00 per hour
Construction Rate- Master Electrician	\$75.00 per hour
Construction Rate- Labor	\$35.00 per hour
Construction Rate- Small Equipment/tool	\$25.00 per hour
Construction Rate- Drainfield Installation	\$10.00 per foot
Construction Rate- 1" Water Service Installation (includes Material)	\$10.00 per foot
Construction Rate- 4" Water Main Installation (includes Material)	\$18.00 per foot
Construction Rate- 6" Water Service Installation (includes Material)	\$25.00 per foot
Construction Rate- 8" Water Service Installation (includes Material)	\$40.00 per foot
Construction Rate- 3 & 4" Sewer Service Installation (includes Material)	\$15.00 per foot
Construction Rate- 6" Sewer Service Installation (includes Material)	\$30.00 per foot
Construction Rate- 8" Water Service Installation (includes Material)	\$45.00 per foot
Construction Rate- Small Project (equipment & labor only)	\$305.00 per hour
Construction Rate- Large Project (equipment & labor only)	\$605.00 per hour
Septic Tank Pump	\$150.00-1 st pump out
Septic Tank Pump	\$75.00 additional pump-out

***Any additional services or material fees shall be the responsibility of the CCPWD Manager.

