

RULES AND REGULATIONS
MEADOWLAND WATER ASSOCIATION

AN ORDINANCE ESTABLISHING THE RULES, REGULATIONS, AND SERVICE CHARGES FOR THE MEADOWLAND WATER ASSOCIATION.

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE MEADOWLAND WATER ASSOCIATION THAT AN ORDINANCE REGULATING THE SUPPLY OF WATER, PROVIDING PENALTIES FOR VIOLATIONS THEREOF, SERVICE CHARGES FOR CUSTOMERS LOCATED WITHIN THE WATER SERVICE AREA AND A PROCEDURE FOR DETERMINING SERVICE CHARGES TO BE LEVIED ON THE OWNERS LOCATED IN THE MEADOWLAND WATER ASSOCIATION, BE ADOPTED AS FOLLOWS:

ARTICLE I

DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

- (1) "Board" shall mean the board of directors of the Meadowland Water Association.
- (2) "Curb Box or Valve Box" A metal or plastic pipe with cap connecting to the water control valve for the purpose of inserting a wrench to turn water service on or off.
- (3) "Customer" or "Consumer" shall mean an individual, partnership, association, firm, public or private corporation, or government agency receiving water service from the association. In the case of a tenant/landlord relationship, the landlord is considered the customer or consumer. Residential customers are those receiving water service solely for domestic purposes in single family dwelling houses.
- (4) "Association" shall mean the Meadowland Water Association.
- (5) "Engineer" Person or firm hired by the Association to provide professional expertise in design and operation of the system.
- (6) "Meter" shall mean a device for registering water flow and any appurtenances thereto - as a remote read-out, meter pit, and curb stop.
- (7) "Owner" means any person, firm, corporation or other entity owning land in the district. A purchaser under a contract for deed shall be considered the owner of the land.

(8) "Point of Delivery" means the point at which the customer's service pipe connects with the Association's main.

(9) "Service Agreement" means the agreement or contract between the Association and the customer pursuant to which water service is supplied and taken.

(10) "Service Connection" means the connection at the main which connects the customer's service pipe to the water main.

(11) "Service Pipe" means the pipe running from the main to the customer's premises.

ARTICLE II

Section 1. If a customer furnishes water to others without permission from the Association it shall be considered a violation of the water service agreement and, after reasonable written notice water service may be discontinued by the Association. Service will not be reestablished until the violation has been corrected and a reconnect fee of \$25.00 is paid.

Section 2. Operation and maintenance of the water line to the main shall be the responsibility of the owner and shall include routine inspection, maintenance, and rehabilitation.

Section 3. All excavations shall be adequately guarded with barricades and lighted as to protect the public from hazard. Streets, sidewalks, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Association. The owner shall indemnify the Association from any loss or damage that may directly or indirectly be occasioned by the installation of the building service pipe to the main and for any other property damage or personal injury resulting from the negligent acts of the owner or his representative.

Section 4. For water services a corp stop, curb cock, curb box and, if needed, a meter pit, of a type approved by the District, must be installed by the Customer at a location designated by the Association.

Section 5. Wasting of water is prohibited and customers must keep their fixtures and service pipes in good order at their own expense. All waterways must be closed when not in use. Leaking fixtures must be repaired immediately without waiting for notice from the Association.

Section 6. The customer shall be responsible for all damage to or loss of Association's property located upon his

premises including damage by hot water, unless occasioned by circumstances beyond his control or by negligence of Association. The use of water upon the premises of the customers is at the risk of the customer, and the responsibility of the Association shall cease at the point of connection with the customer's service.

Section 7. The customer shall be responsible for the installation and maintenance of all piping, plumbing, and equipment connected, or to be connected to Association's distribution system. The Association shall not be liable for any loss or damage of any nature whatsoever caused by or arising from the operation of the customer's piping or equipment or from any defect in the customer's piping or in the customer's equipment upon the premises of the customer. The Association does not assume the duty of inspecting the customer's line, plumbing, and equipment and shall not be responsible therefor, but the customer shall grant permission for duly authorized employees or agents of the Association to make investigation, at reasonable times, of the use of water in any premises served.

ARTICLE III

FEEES AND SERVICE CHARGES

Section 1. The purpose of this Article is to generate sufficient revenue to pay all costs for the operation, maintenance and debt retirement of the complete water system of the Association. The purpose of these scheduled charges is to ensure a proportional distribution of operation and maintenance costs to each user, as well as any other factors the Association may deem pertinent in setting a fair and equitable rate.

Section 2. The Association shall determine the total annual costs of operation and maintenance and debt retirement of the water system which are necessary to maintain the capacity and performance of the system. The total annual cost of operation and maintenance shall include but need not be limited to: labor, repairs, equipment replacement, maintenance, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund.

Section 2.1. A Reserve Account will be established for the purpose of providing sufficient funds for obtaining and installing equipment and accessories during the useful life of the water facility.

The Reserve Account will be funded as in interest bearing federally insured account and shall be funded by

deposits of surplus funds as determined by the Board from time to time.

Section 3. Association customers may have a water meter installed. The meter reading will be used as a basis for a portion of water service charge.

Section 4. The Association shall submit monthly statements to the user for the user's water service. Monthly charges for water service customers shall be \$15.00 per month.

Section 5. The owner of the property shall be responsible for the payment of water services provided to that property regardless of occupancy.

ARTICLE IV

BILLING

Section 1. The Association will normally send bills at monthly intervals but may send bills at other than monthly intervals to provide certain operating economies.

Section 2. Opening and closing bills for water service rendered for a period of five days more or five days less than normal billing period will be pro-rated to the number of days in the normal monthly period.

Section 3. All water bills shall be due and payable when mailed and become delinquent 30 days thereafter. The Association will add a penalty of 1.5 percent per month on the outstanding balance of the charges due if payment is not received by the Association within 30 days of the date of mailing the bill. If a customer fails to pay the water bill and penalty, if any, within thirty (30) days of the due date then the Association will terminate the customer's water service. The notice must inform the customer not only of the possibility of the termination of water service but also of a procedure for challenging a disputed bill. If a customer is not able to pay the total amount of the bill, a suitable payment schedule may be made with the Association; provided however, that no outstanding balance shall be permitted to exceed the equivalent of two (2) months average bill on the property.

Section 4. If an error in billing has been made, the Board may recover any under billing or refund any over collection for a period of 6 months preceding the date the error is determined.

Section 5. Each user wishing to dispute the amount shown as due on the monthly statement may do so by writing

The Board of Directors, Meadowland Water Association, P O
Box 7322, Kalispell MT 59904.

Section 6. The Association shall review the total annual cost of operation and maintenance. Based on factual information the Association shall determine if the water use contribution shall be changed. The Association will notify the user of its findings as soon as possible.

ARTICLE V

MISCELLANEOUS

Section 1. The Association Operator and other duly authorized agents of the Association shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing pertinent to supplying water in accordance with the provisions of this ordinance.

Section 2. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

Section 3. A copy of the Rules and Regulations of the Association shall be maintained for full inspection by the public. Association rates shall be explained to an owner upon written request.

Section 4. The adoption of this ordinance shall not preclude the Board from altering or amending them, in whole or in part.

Section 5. The Association may discontinue service, not less than 24 hours after written notice, to any customer for violation of any provision of a service agreement, rate schedule or these Rules and Regulations, including failure to pay bills within the specified period. A \$25.00 reconnect fee will be assessed if water is discontinued for any reason under this section.

Section 6. The Association may refuse service to any delinquent customer owing the Association for service, until such past balance has been paid or satisfactory arrangements have been made by delinquent customer with the Association for paying the account. These same provisions shall apply and the District may refuse service to any other member of the same household or firm when application by this member, in the opinion of Association, may be a means for evading payment of the delinquent service bill. The District may also refuse service based upon the lack of ability to provide service.

ARTICLE VI

EFFECTIVE DATE OF ORDINANCE

Section 1. This ordinance shall be in full force and effect from and after _____ . The rules and regulations contained herein shall govern the supplying by the Association and taking by the customers of water service within the service area. These Rules and Regulations are subject to revision from time to time by the Board and supersede all regulations by whatever term designated which may heretofore have governed the supplying and taking of water service.

Section 2. Passed and adopted by the Board of Directors of Meadowland Water Association on the date of _____

President

ATTEST:

Secretary