

BUTLER WATER UTILITY

BUTLER, INDIANA

GENERAL RULES AND REGULATIONS

The rules and regulations of the Utility, as amended and supplemented from time to time, shall govern all water, sewer, and sanitation services rendered or to be rendered by the Utility; shall be binding upon every customer; and shall constitute a part of the terms and conditions of every contract for services, whether expressly incorporated therein or not or whether or not a signed application for water service is on file.

DEFINITIONS

The following words, as used in these General Rules and Regulations, have the following respective meanings:

CURB STOP OR SERVICE VALVE, is a fitting inserted in the service pipe near the curb or main for turning on and shutting off water to the premises supplied or to be supplied.

CUSTOMER OR CONSUMER, is the person, firm, corporation, governmental agency or association having interest, whether legal or equitable, sole or only partial, either as tenant or owner, in any property which is, or is to be, supplied with utility services, either temporarily or permanently, by the Utility and all those having such interest. No person other than the legal owner shall receive service unless the owner joins in an application with the renter.

CONTRACT, is an agreement between the utility, located in a street, easement, road, right-of-way and/or alley and used to deliver water, and/or receive residential or commercial discharge to the waste water collection system;

- a) To fire hydrants or fire line;
- b) To service pipes attached to said water main; and/or
- c) To private mains.

METER, is the mechanical device owned by the Utility and used to measure and record the quantity of water supplied to the customer.

MONTH, is the period between two consecutive regular billings by the Utility for service rendered to a customer at his premises. Such billings are scheduled at intervals of approximately 30 days.

PLUMBER, is a person or firm licensed by the State of Indiana, and who is recognized qualified to perform plumbing services.

PREMISES, is a dwelling, building, structure or parcel of real estate which is normally supplied through a separate water service pipe and meter.

PRIVATE FIRE SERVICE, or fire system, is a privately owned arrangement of pipes, fixtures and devices designed for stand-by service and from which is taken only for the extinguishments of fires.

PRIVATE WATER MAIN, is a privately owned pipe connected to the Utility's distribution system and used to deliver water:

- a) For private fire service purposes and/or
- b) For general service purposes; services rendered through such private main shall be billed directly in accordance with established rates unless otherwise provided by written contract with the Utility.

SERVICE CONNECTION, is that portion of a service pipe situated between and including the TAP and the CURB STOP, installed and/or maintained by the Utility.

SERVICE PIPE, is a supply pipe including pipe and fittings leading from the TAP in the distribution system main to or into the premises supplied or to be supplied.

TAP OR CORPORATION COCK, is a fitting owned by the Utility and inserted in the distribution main to be used as the service pipe connection.

UTILITY, is the Department of Water and Sanitation, a department of the City of Butler, in the State of Indiana, having its principal office at 201 S. Broadway, Butler, Indiana, and engaged in furnishing the public water supply, sewer service, and sanitation service in the City of Butler and its environs.

SECONDARY WATER SUPPLY, is water used on a premises such as geothermal energy source, cooling water, manufacturing and other supplemental water usually drawn from private wells or captured surface waters, located on or near the premises served by the Utility public supply.

SECTION 1 RULES AND REGULATIONS ON FILE

A copy of all rates, rules and regulations under which water service will be rendered from the Utility to its customers is on file for the convenience of the public in the General Offices of the Utility.

INFORMATION PROVIDED BY UTILITY TO APPLICANTS AND CUSTOMERS

The Utility will publish and distribute, upon initial contract of services, a copy of a comprehensive pamphlet, which, in clear language easily understandable to the

laymen, fully describes the rights and responsibilities of the customer/consumer. Additional copies will be available at a cost of publication.

Upon request by the applicant or customer, the Utility will furnish, free of charge, a copy of the rate schedule for new and existing customers.

The Utility will publish a notice that fairly summarizes the nature and extent of proposed changes in existing rates in the local newspapers. A public hearing will also be held before the adoption of any rate changes.

SECTION 2 WRITTEN APPLICATION OR CONTRACT REQUIRED

A written service application and/or properly executed contract and paid receipt for all applicable fees and charges will be required from the applicant (including contractors or builders) before the Utility will be able to supply service; however, the Utility reserves the right to reject an application. Where unusual construction or equipment expenses are involved in the furnishing of service, the Utility may require the water services contract to be for an appropriate period of time specified by the Utility with notification of termination of water service.

In no event will services be provided to any renter or contract purchase unless the owner of said real estate signs applications or contract and agrees to be responsible for any water, sanitation, garbage, tax and applicable penalties rendered to the property in the event said renter or contract purchaser vacates the premises without paying their bills.

A prospective service application customer must show positive identification when applying for service (i.e. driver's license, etc.) A written contract for service shall be in full force and effect until the party contracting for service serves the Utility with notification of intent to terminate water service. No service will be given to any property with an outstanding balance due.

Should the Utility deny service, the Utility shall immediately notify the applicant in writing, stating the precise facts upon which the Utility based its decision and shall provide the applicant with an opportunity to rebut such facts and show facts demonstrating creditworthiness.

SECTION 3 MODIFICATION OF CONTRACT

No promise, agreement of representation by any agent, employee or officer of the Utility shall be binding upon the Utility unless incorporated in a written contract signed and approved by an agent authorized to sign such contract on behalf of the Utility and its administrators. No adjustments to applicable rates as set forth in the rate schedule shall be allowed in any case and under any circumstances.

SECTION 4

ASSIGNMENT OF CONTRACT

The benefits and obligations under any contract for supply of water by the Utility will begin when the Utility commences to supply water and service thereunto and shall inure to and be binding upon the successors or assigns or survivors, executors, or administrators as the case may be, of the original parties thereto, respectively, for the full term thereof, provided, that no assignment thereof shall be made by the customer or by any successor, assign, survivor, executor, administrator unless there be expressed written consent by the Utility to any such assignment.

SECTION 5

SECURITY DEPOSIT

The Utility shall require from any owner, renter or contract purchaser of real estate for each water service a deposit as established by the City of Butler Board of Works.

No deposit will be required of a customer moving from one residence within the city to another if their bill has been paid promptly for the previous thirty-six (36) months.

The deposit will be transferred if the customer has moved from a previous city residence to another and still has a deposit on file.

If the owner, renter, or contract purchaser of the real estate pays all charges for twelve (12) consecutive months, with no bills becoming past due, then the deposit will be refunded to the person who originally made the deposit, without interest, provided that person follows the procedures set out below.

Procedure following a customer request for termination of service:

- a) The Utility will require payment of any balance due.
- b) The Utility will apply any deposit to the final billing.
- c) Any portion of said deposit remaining after such application will be forwarded to the customer if the Utility is provided with a correct forwarding address.

In order to obtain a refund of the security deposit the customer must sign a claim form, and said claim form must be approved by the Board of Works. The claim will be forwarded to the City Clerk-Treasurer who will present it to the Board of Works for approval. If the Board of Works approves the claim the Clerk-Treasurer will issue a check to the customer for the amount of the claim.

The Utility will maintain a record of each applicant or customer who makes a security deposit. This record will show:

- a) The name of the customer;

- b) The current address of the customer so long as there exists an active account with the Utility in the same name;
- c) The amount of the deposit;
- d) The date of receipt of deposit; and
- e) a record of each transaction affecting such deposit.

Each customer will be provided a written receipt from the Utility at the time the deposit is paid.

Any deposit made by the applicant, customer, or any other person to the Utility (less any lawful deduction), or any sum which the Utility is ordered to refund for utility service, which has remained unclaimed for seven (7) years after the Utility has made diligent efforts to locate the person who made such deposit or the heirs of such persons, will be presumed abandoned and treated in accordance with the laws of this state as "Uniform Disposition of Unclaimed Property Act".

A deposit may be used by the Utility to apply toward any unpaid balance following disconnection, termination, or delinquency of service, provided, however, that any surplus may be returned to the customer. In instances where the deposit is used to apply to arrearages, the Utility may require a new deposit to replace that applied to unpaid balances.

SECTION 6 DESCRIPTION OF SERVICE TO BE FURNISHED

Upon request, the customer shall present to the Utility a written list of the devices to be attached to the Utility lines, giving the location of the building. The Utility will advise the form and character of the supply available to the customer.

SECTION 7 TURNING ON WATER SERVICE

Until a contract for water service has been executed, a meter installed, the consumer deposit paid in full, and any unpaid balance paid including amount owed for different address, or special arrangements are made to pay for other temporary unmetered water usage, water shall not be turned on at any premises, and then only by Water Utility personnel. Water will not be turned on unless there is at least one adult person present to see that all water outlets on the premises are closed in order to prevent water damage.

Should the Utility schedule an appointment for turning on a water service, for any reason other than credit turn ons, and the customer fails to keep that appointment the return trip to the premises will cause an added trip charge as established by the Board of Works. This charge must be paid before services will be turned on.

When water is required to test plumbing before a water contract has been executed and meter installed, a Water Utility employee shall be called to make the turn-on and turn-off.

It is a violation of both the Water Utility General Rules and Regulations and the Butler Municipal Code for anyone except a Water Utility employee to turn water service on or off at meter pit or designated utility service valve.

No person but an authorized representative of the Utility, Fire Department, City Street Department, or City Water Pollution Control Department shall open or operate any fire hydrant or remove the nozzle cap from the hydrants.

Violation of this rule will subject the offender to the penalty provided in the Municipal Code and the payment for the estimated quantity of water, as determined by the Utility, that was used during the period the water was turned on.

SECTION 8 DISCONTINUANCE OF SERVICE

A. Customer Requested Service

- 1) The customer shall notify the Utility at least seven (7) working days in advance of the day discontinuance is needed. In case of termination of "Fire Protection Service", the customer's notice shall be in written form, signed by an authorized agent/representative of the customer. The customer shall remain responsible for all the service used and the billings therefore until service is terminated pursuant to such notice by the customer.
- 2) Upon written request by a customer to discontinue service, the Utility shall discontinue the service within seven (7) working days of the requested discontinuance date. The customer shall not be liable for any service rendered to such address or location after the expiration of these seven (7) working days, unless, a representative of the Utility is unable to gain access to the premises.
 - a) The customer is responsible for providing access to the premises for a final reading within the seven (7) working day period. Failure to do so will result in the Utility rendering a final bill based on the average of the customers previous consumption.
 - b) No adjustments will be made after the expiration of the seven (7) working day period.
- 3) There will be no abatement of charges in whole or in part by reason of the extended absence of the customer for any cause, unless the Utility has been notified to turn off the water service.

- 4) When water service is temporarily discontinued at the request of the customer, a fee, as established by the Board of Works, for turning the water off and on will be made to the customer.
- 5) SECTION 8 RULE 1 will not apply to any case where a customer has entered into a contract with the Utility to take service from the Utility for a definite period of time specified or provided for in such contract.
- 6) The Utility will perform disconnect or connection services only between the hours of 8:30 a.m. and 3:30 p.m., prevailing local time.
 - a) The Utility will not disconnect or terminate water service for non-payment on any day on which the Utility offices are closed to the public, or after 12:00 (Noon) of a day that is immediately preceding any day on which the Utility office is not open to the public.

B. Without Customer's Request

- 1) The Utility may disconnect service without request by the customer:
 - a) When an emergency exists;
 - b) For any unauthorized consumption or receipt of City water;
 - c) For maintaining an unprotected "Cross-Connection" of a water customer's piping to any other source of water supply or for permitting any condition to exist on or about the customer's premises that causes or might cause contamination and/or the pollution of the Utility public water supply, or any part thereof;
 - d) Upon order by any authority having jurisdiction over matters of public water supply;
 - e) For failure to repair any leak in the service piping or appurtenances between the service connection and the meter, or in any private fire protection system, or other unmetered facilities;
 - f) For tampering or knowingly permitting tampering with any service piping, curb stop, service valve, meter or meter seal, or any other appliance or equipment owned by the Water Utility;
 - g) For the vacating of a premises, or abandonment of premises;
 - h) For issuing a bad check or draft to the Water Utility;
 - i) For the failure to comply with the terms of a credit agreement;

- j) For failure to pay a consumer deposit in accordance with the Utility Rules and Regulations and/or rate structure;
 - k) For failure to pay in accordance with the rules, any water billings or other charges in connection with Water Utility service installations or facilities at the service address, or billing address, except as noted hereafter; (NOTE: NO DISCONNECT NOTICE WILL BE MAILED TO ANY CUSTOMER.)
 - l) For failure to provide free and non-hazardous access to the premises and meter, appliances and/or other Utility owned equipment of the Utility to read meters, make inspections, replacements, and/or relocations of meter, appliance/equipment.
 - m) For failure to maintain or cause to be maintained approved meter settings, meter pits and vaults;
 - n) For the installation of a new meter service pipe and appurtenances or altering or removing existing service pipe and appurtenances, including an unauthorized agent of the Water Utility;
 - o) For waste or excessive use by a customer on a special purposed unmetered rate, in excess of contract.
- 2) In each case, except those arising under SUBPARAGRAPHS a, b, d, f, g, h, i, j, n, and o of SECTION 8, PARAGRAPH 8, the Utility will issue written notice five (5) days either mailed to such customer at the address of record or personally delivered to the customer or person on the water customer's premises, advising the customer of the reason for the proposed termination of water service and stating that service will be discontinued if the violation is uncorrected within the 5 days.
- 3) When water service to the premises has been terminated for any reason, water service will be restored only upon proper application to the Utility after the violations specified on the notice of termination have been properly corrected and approved by the Utility and when all charges due from the customer have been settled, and when arrangements have been made to provide access to the premises during the regular working hours of the Utility, (8:30 a.m. to 3:30 p.m.) No payments in lieu of disconnections will be accepted by Utility personnel in the field. A service charge, as established by the Board of Works, will be due at the time the disconnect order is issued, regardless of whether or not an actual disconnection occurred. If the termination or restoration of service involves any excavating, the cost of such work shall be borne by the customer.

Should the violations for which service was discontinued not be corrected within sixty (60) days, as of the date of said notice, the Utility shall have the right to

finalize the customer's account. In the absence of a final meter reading, the Utility will render a final bill based on the average of previous consumption.

Reconnection of the service is included in the initial base service charge, as established by the Board of Works, however, if the Utility schedules an appointment for reconnection and the customer fails to keep that appointment, an additional service charge will be added for each and every additional service call, plus any applicable hourly charges for Utility personnel. These charges must be paid in advance of the scheduled appointment.

C. Delayed or Conditional Disconnections:

- 1) Except as otherwise provided, the Utility will postpone or cause to be postponed, the disconnection of water service for thirty (30) days, if prior to the disconnection, the customer provides to the Utility a medical statement from a licensed physician or public health official which states that discontinuance of water service would be a serious and immediate threat to the health or safety of a designated person in the household of the customer. The postponement of disconnection will be continued for one additional thirty (30) day period upon the furnishing of an additional medical statement.

SECTION 9

SERVICE CONNECTIONS

- A. The Utility reserves the right to determine the placement of each service connection so that the curb stop will, as a general rule, be located between the present or proposed sidewalk and curb, or at such other location that will, in the judgment of the Utility, provide a safer, more convenient or satisfactory location for the curb stop and service box.
- B. Basic ¾ inch meter service will be installed after the payment of a tap fee as stated in City Ordinance 1346. Included in this cost, the Utility will furnish labor, equipment, materials, and the installation for the service connection, including the tap in the water main, curb stop box and that portion of service pipe between them. For installations requiring longer than usual piping runs and runs made in congested areas, the actual or estimated costs shall be paid accordingly.
- C. The customer, at no expense to the Utility, shall install or cause to be installed the service piping beyond the curb stop into the premises. The Utility or City Superintendent reserves the right to inspect each service run made by a plumber, contractor or individual, for the proper materials and depth of the service before the service trench is back filled. However, the quality of material and workmanship shall be the customer's responsibility and must conform to applicable plumbing codes and standards.

Service piping of three (3) inches or larger in diameter shall be disinfected at the customer's expense. The customer shall perform, or cause to be performed,

disinfection of such piping and appurtenances in compliance with the Indiana State Board of Health Standards. There shall be at least three (3) samples obtained from the service piping on consecutive days. These samples must be proven satisfactory for usage, which shall be reported in writing to the Utility by a laboratory qualified to make such analysis, acceptable to the Utility.

Water is furnished through a single service pipe to one property. Where a single property consists of several units or buildings, and is served by a single service pipe, the property owner has the option of valving and metering each unit or building separately. A separate valve must be provided outside the building, and accessible to the Utility, for each unit or building metered. The Utility may make special arrangements for exceptional situations as required.

In a case where service has been installed prior to the adoption of and not in accordance with these General Rules and Regulations, where water is being taken from a single curb stop and supply for two or more units, buildings or premises, each customer benefiting from such arrangements shall be responsible for the payment of the individual usage charges and other legitimate charges.

Any violation of the Rules of the Utility by any of the occupants of said premises shall be deemed a violation as to all, the Utility may enforce compliance with these Rules by terminating the water supply to all, except that such action will not be taken until all customers at the common location have been issued written notice.

- D. All service piping shall be gray cast or ductile cast iron, brass or type "K" copper from the curb stop to the meter. No service pipe shall be less than $\frac{3}{4}$ inch nominal diameter, and all service pipes shall be installed with a minimum of four (4) feet of ground cover.
- E. Service pipes, curb stops, service boxes, meter pits, stop and waste valves and other fixtures used in the installation of, repairs, to or additions to service pipes shall be of a type and quality approved by the Utility. The material and supplies of any manufacturer in accordance with the Utility's standards and State codes is allowed.
- F. New service piping between the water main and a building shall be run in a straight or direct line when practical at a depth of not less than four (4) feet. Pipe with joints shall not be driven. Service pipes shall not be placed in the same trench with sewers or other piping and shall be in accordance with state, local, and applicable standards, codes, regulations, and ordinances.
- G. There shall be no physical connection from a secondary water supply to any service provided by the Utility. Such connection shall be cause for immediate termination of water service SECTION 8, PARAGRAPH B, PART C.

SECTION 10 MAINTENANCE OF SERVICE PIPES AND METER BOXES

- A. The service connection and fixtures from the water main to and including the curb stop or service valve will be maintained in good repair at the expense of the Utility against damage, corrosion, tuberculation, or other deterioration. However, if replacement is due to increased demand by the customer, such replacement shall be at the customer's expense.
- B. The customer shall maintain the service, pipe fixtures and its appurtenances, (meter excepted) from the curb stop or valve into the property served by the Utility, and shall repair leads and other defects promptly.

All private service lines or water mains shall be maintained by the customer or owner, regardless of location, unless the lines have been accepted in writing by the Utility.

Should needed repairs to any private service line or water main, not be completed within five (5) days after issue of written notice to the customer, said customer or owner may be charged \$25.00 per day for each day following the five (5) day grace period, that the leak or repair is allowed to continue.

- C. All meter boxes, pits and vaults installed on private property whether constructed or installed by the customer or Utility shall be maintained in good condition by the customer at their expense. Unless meter boxes are of an approved frost-proof type and located within a public right-of-way by the Utility, the Utility will not maintain such boxes at Utility expense.

The Utility will not maintain piping and appurtenances leading to and from such meter boxes except the piping between the water main and the curb stop as referred to in PARAGRAPH "A", as above.

SECTION 11 THAWING FROZEN PIPES/SERVICES

- A. The thawing of frozen service pipes is the customer's responsibility, except for service lines from the water main to the curb stop or valve.
- B. The thawing of customer service pipes may not be performed by the Utility personnel.

Repairs of ruptured lines at the customer's address will be arranged by the customer with a private plumber and shall be at the expense of the customer.

SECTION 12 INSIDE PIPING AND SERVICE LINES

- A. Each water service applicant shall provide a main supply shutoff valve or valves just inside the building foundation wall along with all piping and appurtenances. All work

and materials shall be subject to inspection and approval by the any authorized inspector in accordance with the Utility General Rules and Regulations and/or other regulatory agencies codes and applicable.

- B. Each service connection of $\frac{3}{4}$ inch in size, shall be fitted with a compression-type or flared type stop and waste valve on the inlet side of the meter.

Each water service connection of one inch in size or larger shall be fitted with a gate or ball-type shut-off valve or valves on both the inlet and outlet side of the meter.

- C. Service lines of larger sizes and/or supplying special equipment may require special valving and fitting arrangements as specified in SECTION 16, and elsewhere.

SECTION 13 CROSS-CONNECTION AND BACKFLOW

No cross-connections or conditions, which might permit backflow of contaminants and/or pollutants from a customer's piping system into the public distribution system shall be permitted.

Piping systems within the customer's premises shall conform to the latest revision of the "Cross-Connection" ordinances and rules of the Butler Water Utility and governing agencies, which is, by reference made a part of these General Rules and Regulations as of printed herein.

Installation shall be subject to approval of the Utility and any authorized inspector having jurisdiction over such connections, said systems shall be maintained in accordance with manufacturer's specifications and in the total compliance with applicable rules, regulations, and guidelines.

SECTION 14 USE OF BOOSTER PUMPS

- A. No booster pump shall be installed, taking its suction or supply from the Utility's water distribution system, without the express approval of the Utility.
- B. In all booster pump installations, the suction of the pump shall be connected to an atmospheric tank with the city water flow entering the tank, the tank shall be controlled by an automatic float valve which discharges freely into the tank two pipe diameters, or a minimum of six (6) inches, above the positive overflow level of the tank.
- C. As an alternate to "B" above, suitable control valve limiting suction pressure of the pump to a minimum 20 psig, may be allowed with prior approval by the Utility in writing. Proper and continuous operation and maintenance shall be the customer's responsibility.

SECTION 15

ACCESS TO PREMISES, LOCATION

- A. The Utility authorized representatives shall have the right to enter upon the premises of the customer at all reasonable times for the purpose of inspecting and/or testing cross-connection protective devices, atmospheric tank installations, booster pump-vacuum breaker-type valves, general plumbing, as well as meter readings, inspection, repairs, testing, removal, replacements, relocation in connection with the water service.
- B. Any customer who has a SECONDARY water system supply on the premises or available to the premises, shall be required to allow authorized personnel the right to inspect. Said customer shall be required to provide evidence that no connection exists between the customer's secondary supply and the public water supply system.
- C. The customer shall comply with all rules and regulations as set forth by applicable local, state, federal and health agencies as if in writing herein (see SECTION 9, PARAGRAPH G).

Failure to comply with this section as stated shall be cause for immediate termination without notice of water service to the premises with notice of the said violation to the Indiana State Board of Health and other agencies having jurisdiction over such matters. Water service shall not be reinstated until satisfactory proof of compliance is furnished to the Utility.

SECTION 16

METERING

- A. Unless specified by contract or the tariff on file at the Utility office, all of the water provided to the customer shall be measured by meter(s) of standard manufacture, furnished and installed by the Utility in accordance with the requirements of the Utility in force and effect, and as amended from time to time.

The customer shall provide a suitable location for the placement of the meter. Said placement shall be near the service entrance either in the basement, in an approved meter box or in a location approved by the Utility prior to the water service installation.

- B. The Utility will designate the minimum size and type meter to be installed for each customer. Each building to be served from the water main shall be supplied by at least a ¾ inch line.

For water services larger than the minimum size, the Utility will reserve the right to designate the number and size of meters that can be supplied for such service requested.

C. A “by-pass” arrangement around all new installations will be required under any of the following circumstances:

- 1) The service line on the meter outlet is one and one-half (1½) inches or larger.
- 2) The service line, regardless of size, serves refrigeration equipment or the water supplied is used for cooling.
- 3) The water service must not, for any other reason, be so interrupted while the meter is being repaired or replaced.

The by-pass shall be furnished and installed by the customer in accordance with the Utility’s specifications and/or codes. Where existing piping, not containing a by-pass is altered to meet any of the above conditions, such alteration shall also include a by-pass arrangement.

D. All members, appliances, equipment and appurtenances furnished by the Utility and which may be on the customers premises, shall remain the property of the Utility, unless otherwise expressly provided herein; the customer shall protect such property from freezing, loss or damage and shall not be permitted to remove, tamper or alter such property.

The customer shall be responsible and liable for all damages to the Utility’s property while on the customer’s premises. In the event that such property is damaged by freezing or hot water the customer shall pay for the cost of the repair or replacement required for accuracy of the meter. Repeated instances of damaged meters due to negligence of the customer can cause the Utility to refuse service until the customer can properly protect the equipment from further damage.

E. Ordinary repairs to meters will be performed by the Utility without expense to the customer.

F. The Utility will test a meter for accuracy upon request from the customer. The Utility will first investigate the premises for other causes of excessive water usage before removing the meter for testing.

If leaks are found or if the meter test establishes accuracy of the meter to be between 98% and 102%, the Utility may make a service charge as established by the Board of Works, for either service activity. The customer may have a representative present during the investigation or testing.

Such testing and/or investigation will not be performed more than once in a 12 month period, additional requests will result in a \$15.00 service charge per request.

A report of the results of the test will be made to the customer and a complete record of the test will be maintained by the Utility.

- G. The Utility may place seals on any water meter, by-pass or related coupling, in and for any premises, and will replace such seals found to be broken or removed. The water supply may be turned off if such seals are found to be broken or removed.
- H. Where water is taken through one meter which services a multi-family dwelling the billing shall be maintained in the owner's name.
- I. New meters shall be installed with "remote-read" equipment as designated by the Utility.

SECTION 17 PRE-WIRING FOR REMOTE WATER READING UNITS

All new dwelling units constructed within the service areas of the Utility shall be pre-wired by the builder with suitable transmission wire as a part of the construction costs to the unit.

SECTION 18 BASIS FOR MONTHLY BILLING

- A. All water usage charges, other than for unmetered fire service or other special purposes, will be calculated upon the installation or turn on reading of the meter or meters installed. The reading shall be prima facia evidence of the amount of water used.
- B. The Utility will read meters monthly as designated by the Butler Board of Works and Safety. In the event that the Utility is unable to read the meter, or should a meter fail to register, or if the Utility is unable to gain access to the customer's premises, the customer will be billed on a basis of average consumption as shown by the record of previous meter readings. When an actual reading is obtained any differences in billing will be adjusted at that time.
- C. Where water is delivered to a premise through more than one (1) meter for the convenience of the customer, each meter will be read and billed separately. Where water is delivered to a premise through more than one (1) meter, for the convenience of the Utility, the meter reading will be aggregated and billed as one reading to the owner.
- D. All water, regardless of use, passing through meters will be billed at the applicable rates.

SECTION 19 PAYMENT OF BILLS

Billings rendered to customers for water service will reflect the following information:

- 1) The date of the meter reading for the billing period;
 - a) The meter reading date of the last reading.

- b) The meter reading date of the current reading.
- 2) Any unpaid balance from the previous billing;
- 3) The amount of the bill;
- 4) The due date for payment of the bill;
- 5) Clear identification of the billing amounts.

Billings are rendered monthly. All bills are due and payable on the 15th day of each month. The owner of the property is ultimately responsible for the payment of all Utility services, including water, sewer, garbage, tax and applicable penalties, which are furnished to his property, whether or not said owner actually occupies the property, leases the property, or has sold the property on land contract.

No Utility services shall be provided to any property until all charges for services rendered to said property shall have been paid in full regardless of who failed to pay the charges.

A penalty shall accrue upon delinquent bills as of the 16th day of each month. Failure to pay any overdue bill within 30 days of the date they are due shall result in all services to the property being terminated.

- 1) A turn-on fee, as established by the Board of Works, will be charged and due upon payment of the delinquent amount.
- 2) Before reconnecting service, the Utility may require the payment of a Consumer Deposit, as established by the Board of Works and a new Service Application.
 - a) If the deposit and Service Application are required, the water will not be turned back on until said fees are paid and said application is signed by all necessary persons.
- 3) A customer will not be allowed to make partial payments or “make arrangements” for payment of a delinquent bill, unless approved by the Board of Works.

Failure to receive a billing shall not affect the right of the Utility to cut off and discontinue service for non-payment as provided above and in SECTION 8, PARAGRAPH B.

Disputing the accuracy of any billings shall not be a valid reason for non-payment of the billing by the customer. If there is a dispute concerning the accuracy of a billing, the customer must pay the bill under protest giving written notice that redress of the dispute is being sought by the customer. Such written notice must be filed with the office of the Utility, with payment, prior to the due date of the billing, with no exceptions. Upon

receipt of such a protest the Utility shall forward the same to the Board of Public Works and Safety for determination.

The Board of Public Works and Safety shall review the written protest as received from the customer, for disposition of the request. The customer shall have the right to be present during the meeting when the protest is considered. Utility office personnel do not have the authority to resolve the dispute. If the Board of Works finds in favor of the customer, proper adjustments will be made in the customer's next billing.

- 1) Failure to make payment on or before the billing due date, pending settlement of a disputed billing, shall be considered the same as with any other past due account, regardless of past payment history of the customer.

All water charges follow the customer from property to property; if a customer moved from the premises where water service has been supplied, leaving an overdue bill, such person will be held responsible for the payment of all billings rendered for the service supplied to the premises until proper notice of discontinuance of the water service has been given to the office of the Utility.

Moving from one location to another location does not absolve the customer from responsibility for any unpaid charges incurred at a previous location. Said person shall not receive any service from the Utility until said overdue bill and all charges have been paid.

SECTION 20

ADJUSTMENTS OF BILLINGS

Effective 3/98

If you suspect that a billing is incorrect due to a mistake or failure of the Utility, you must contact the Utility prior to the due date of the said billing. Once you have contacted the Utility, an investigation will be performed.

Investigation readings will be taken to determine the current average usage. Six months prior readings will be recorded to determine previous average usage. These readings and averages will be reviewed and the customer will be notified of the investigation findings and status. If the investigation readings indicate that the current average usage and the six month average usage are comparable, no adjustment will be made. If the current average readings are considerably higher than the six month average, the Utility will continue the investigation.

- 1) If the investigation readings indicate that the meter was misread, then the bill will be adjusted to an average bill with a credit to the account for water and sewage. The reading will be changed to allow the next billing to be accurate.
- 2) If the disputed billing has a usage of 50% above the average usage, the meter will be pulled, inspected, and calibration checked. These checks will be documented and if the meter is found accurate, there will be no adjustment. If found defective, an adjustment will be made to the average usage.

- 3) If the disputed billing has a usage of 100% above the average usage, an investigation will be conducted as described in #2 above. If no problems can be found on the part of either the Utility or the customer, an adjustment can be made. This adjustment will be the average usage of the prior six months plus 25% of the amount of the difference between the disputed usage and average usage.
- 4) If the disputed portion of the billing is related to the waste water charges and the water volume shows a metered consumption of 100% above the average usage, an investigation will be conducted. If the investigation shows the water did not go through the waste water treatment system, an adjustment can be made to the waste water portion of the bill as shown below.

Adjusted usage + Average usage + ((disputed usage – average usage) x 25%)

All investigations and credits will be finalized by the Board of Works before any adjustment is made to an account. To contest an investigation report, the customer must appear before the Board of Works at the next regularly scheduled meeting. Failure to appear will be grounds for the investigation to stand as determined by the Board of Works. All decisions by the Board of Works are final.

Payments must be made by the due date unless approval is given by the Utility Superintendent pending an investigation or the contesting of such. No payments may be delayed beyond 3 days after an investigation is complete unless the customer contests the investigation. The customer must notify the Utility in writing within the 3 day period following the completion of the investigation that they are contesting the investigation, otherwise normal delinquency actions will occur. If the Board of Works upholds a decision that has been contested, payment must be made the next day.

SECTION 21 COLLECTON & DEFERRED PAYMENT CHARGES

The Utility has the right to bring civil action against a customer in order to recover any delinquent charges together with applicable interest of the statutory rate, the costs and disbursements of said action, attorney fees, and any other remedies allowed by law.

PENALTIES

A deferred payment charge of 10% on the first \$3.00 of an unpaid water charge and a 3% deferred payment charge on any unpaid water charges when delinquent after the 16th day of each month thereafter. A deferred payment charge of 10% shall be added to the unpaid sanitation charges when delinquent after the 16th day of each month thereafter.

A deferred payment charge of 10% shall be added to the unpaid garbage charges when delinquent after the 16th day of every month thereafter.

SECTION 22 WASTE OR EXCESSIVE USE OF WATER

If a customer on a special purpose un-metered rate is found using water in excess of the contracted for amount, or permits leaks on the premises, or wastes water by allowing hydrants or faucets to run excessively, the Utility may require the customer to provide for the installation of a water meter and thereafter supply will be furnished in accordance with said applicable meter tariff.

SECTION 23 NOTIFICATION OF LOAD INCREASE

- A) The water service furnished under these Rules and Regulations is for the use of the customer on the premises. The customer shall not resell any water or service without the express written consent of the Utility. Written consent shall be in the form of a clear contract with the Utility.
- B) Swimming Pools – In order that domestic and residential users of sewage service shall not be penalized for the filling of swimming pools, the billing for sewage shall be adjusted.
 - 1) When the customer is ready to have a pool filled, they must notify the Utility and a representative of the Utility will read the service meter. The Utility will be notified when the service meter is ready to read after the pool has been filled.
 - a) The difference in the two readings will determine the total amount of water used. The adjustment of the sewage service will be based on this amount and the credit will appear on the customer's next monthly billing.
 - b) Only one adjustment per year will be allowed.
 - c) This adjustment shall only apply to swimming pools that are not capable of draining to the City's sanitary collection system, either directly or indirectly.

DROUGHT

This subchapter shall apply to all customers connected to the city public water system or using water there from, hereafter known as users.

DECLARATION OF NEED

Upon determining that the City public water system is in imminent danger of a shortage of water or is experiencing a shortage of water, the governing body shall declare a water conservation emergency and establish the appropriate conservation measures and the duration thereof.

Reference Ordinances 50.67, 50.68, 50.69, 50.70, 50.71 and 50.99.

SECTION 24 PRIVATE FIRE PROTECTION SERVICE

A customer's entire private fire protection service shall be subject to inspection and testing by the Utility at such time as deemed necessary by the Utility or other authority having legal interest in such private systems.

Before any modifications are made to any private fire protection system or before service is furnished to any new private fire protection system connected to or proposed to be connected to and supplied with water from the Utility's distribution mains, the owner of the private fire protection system or the owner's contractor shall provide certification, in accordance with SECTION 9, to the Utility, that the system has been disinfected, and final plans for such fire protection system shall be filed with and approved by the City Engineer and the Fire Department. The following shall be shown on the final plans:

- 1) The number and locations of sprinkler heads to be served;
- 2) The sizes and location of the systems piping;
- 3) The sizes and location of all connections to the Utility's distribution mains;
- 4) The sizes and locations of all hose connections, reels, and/or cabinets;
- 5) The sizes and location of storage tanks connected to the fire system;
- 6) The outlet sizes and locations of all fire hydrants;
- 7) The sizes, locations, and types of all valves.

All fire protection lines within a building must be installed in such manner that all pipes will be easily accessible for inspection. Underground pipes outside of buildings must be placed and maintained at a minimum depth of four and one-half (4 ½) feet.

No connection with a fire protection system will be permitted to supply water for general purposes unless the connection has been approved by the customer's fire underwriter and unless the general purpose water is metered. If such a connection is approved, both the fire protection line and the general purpose line shall be separately valved outside the building to be served and proper cross connection devices provided, in accordance with the Utility's specifications, thus permitting either line to be turned on or off without affecting the other.

A private fire protection system without a tank shall be equipped with an alarm valve and an approved cross connection backflow protection device. The protection device shall be located on the main service pipe(s) supplying fire protection to the property. All valving installed as part of the fire system shall protect the Utility's distribution from water "hammer" damage.

Unmetered private fire service is furnished for the sole purpose of supplying water for the extinguishments of accidental fires, and the use of water from such a service connection for any other purpose is absolutely forbidden.

Hydrants and other fixtures connected to a private fire service connection may be sealed by the Utility, and such seal shall be broken only in case of fire or as specifically permitted by the Utility; the customer must immediately notify the Utility when such seal is broken for any purpose.

When a service tap on a Utility distribution main provides water for both fire and general purposes to a customer or customers, separate charges will be made for each purpose to each customer by the Utility in accordance with the established rules and schedule of rates.

A private fire service, at the option of the customers and after approval by the customer's fire underwriter, may be connected to the metered water service. The monthly charges for such combined fire and general purpose uses will be as set out in the established scheduled rates. Any additional investment costs incurred by the Utility in such metering will be paid by the customer. Maintenance of such meter will be at the water Utility's expense.

Whenever a private fire system is to be tested the customer shall notify the Utility of such proposed testing, naming the day and hour of the testing, so that the Water Utility may have a representative present.

SECTION 25 INTERRUPTION OF WATER SERVICE, ETC.

The Utility shall not be responsible for damages because of any failure to supply water service, for interruption of the supply of water, for defective piping on the customer's premises, or for damages resulting to a customer or to third persons from the use of water or the presence of the Utility's devices on the customer's premises. Neither party shall be liable to the other for any failure or delay, in case such failure or delay is caused by strikes, the acts of nature, unavoidable accidents or contingencies beyond its control and is not due to fault, neglect or capability on its part.

SECTION 26 PERMANENT DISCONNECTIONS

In order to reduce the potential for leakage from the Utility's distribution system, when water service is no longer needed at a given property, the owner of the property shall, at the owner's expense, disconnect the service line from the Utility's distribution main or shall employ the Utility to make this disconnection, for which the owner shall pay the Utility a reasonable fee.

SECTION 27 WATER MAIN EXTENSIONS

The Butler Water Utility requires person(s), firm(s), and/or corporation(s) to pay for the cost of the extension(s) required to adequately furnish water for domestic, commercial

and/or fire protection. This policy intends to place the costs of installation of local water mains upon the owners of the properties benefited.

SECTION 28 **GARBAGE RULES**

There shall be initiated in the City of a system for the collection of all garbage, cans, glass, crockery, and rubbish. Such collection of garbage, cans, bottles, glassware, crockery, and rubbish shall be made at least once pre week from the property of all residents of the City. All residential property owners shall use the garbage pick up service contracted by the City.

See Ordinance 51.01 B, C, D, E, Ordinances 51.02, 51.03, and 51.99 for additional information.

SECTION 29 **PRESENT RULES SUPERSEDE ANY PRIOR RULES**

All Rules and Regulations heretofore promulgated by the Utility governing the services provided and supplied by the Utility are superseded and replaced by the foregoing General Rules and Regulations.

SECTION 30 **ENFORCEMENT**

The remedies provided to the Utility in these Rules and Regulations shall not be exclusive and shall be in addition to any other remedies which the Utility has at law or in equity.

SECTION 31 **ADMENDMENTS AND REVISIONS**

The Board of Public Works and Safety, Butler, Indiana, may by appropriate action amend, modify, delete, change or otherwise revise the General Rules and Regulations of the Butler Municipal Water Utility as it may deem desirable or necessary for the good of the Utility operation for the public safety.