

**DEPARTMENT OF WATER WORKS
CORDRY SWEETWATER CONSERVANCY DIST
GENERAL RULES AND REGULATIONS**

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The General Rules and Regulations shall be a part of the agreement with every person, firm, corporation or agency who uses water service furnished by the Department of Water Works, CORDRY SWEETWATER CONSERVANCY DISTRICT, and every customer shall be considered as having expressed his consent to be bound thereby.

DEFINITIONS

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

CORDRY SWEETWATER CONSERVANCY DISTRICT: An area of approximately 2,300 acres in Hamblen Township, Brown County, Indiana, which was established on the 27th of June, 1959 by Brown County Circuit Court pursuant to Chapter 308 Act of 1957. The complete legal description is contained in the Appendix to the final plan.

THE UTILITY: The Department of Water Works, Cordry Sweetwater Conservancy District, engaged in furnishing potable water to its customers.

CUSTOMER: The person, firm, corporation or agency whether legal or equitable, sole or partial, in any property which is, or is to be, supplied with potable water service.

DISTRIBUTION MAIN: The pipe owned and maintained by the Utility and designated as such. IT MAY BE LOCATED IN A STREET, ROADWAY, EASEMENT OR RIGHT-OF-WAY. It is used to deliver water in volume to service pipes, fire hydrants, and other fire protection devices.

VALVE OR CORPORATION STOP: A fitting owned by the Utility, connected to the distribution main and from which the service pipe is supplied with water.

SERVICE PIPE: A water line of any size, leading from the distribution main to a water meter for further use by the customer.

SERVICE LINE: The piping from a meter on or leading into the customer's dwelling. THE INSTALLATION AND MAINTENANCE OF THE SERVICE LINE IS THE SOLE RESPONSIBILITY OF THE CUSTOMER.

METER: A mechanical device owned by the Utility and used to measure and record the quantity of water delivered to the customer's property.

HYDRANT FEE: The hydrant fee is collected by a tax levy, set forth in the prepared budget of the District. The Utility shall own and maintain the hydrants.

CROSS CONNECTION (STRICTLY PROHIBITED): Any connection or structural arrangement joining together or permitting the flow of water furnished by the Utility, or from any other source, to flow into or through piping used for water furnished by the Utility

PRIVATE WATER SYSTEM (STRICTLY PROHIBITED): Any source of water for domestic use not supplied by the Utility.

AUTHORIZED REPRESENTATIVE: Any utility employee or District employee or person that has been authorized by the Utility to act on the behalf of the Utility.

RULES AND REGULATIONS ON FILE

A copy of all rules and regulations and rates and fees under which water service will be furnished are filed for the convenience of the public in the General Office of the Utility. It is recommended that all new deed holders (lot owners) be given a copy of the Rules and Regulations and rates and fees at the time that the property transfer is conducted. NO WATER SERVICE CONTRACT SHALL BE APPROVED UNTIL ALL DELINQUENT WATER BILLS AND CHARGES ARE PAID IN FULL.

APPLICATION FOR SERVICE

1. All customers shall sign, and agree to, the Water Service Agreement, that is furnished by the Utility. The Utility will then install the service pipe and the water meter. The customer is responsible for installing his service line to the outlet side of the water meter, as per Utility minimum specifications. The Utility assumes no liability for faulty material, workmanship or defects in the customer's service line or connection device to the water meter.
3. The Utility shall have the right to reject or hold in abeyance for complete engineering and cost study, any WATER SERVICE AGREEMENT when unusual construction or equipment expenses will be encountered in furnishing the services for the installation being requested. **This cost will be in addition to the standard CONNECTION FEE.* (Example: Boring under roads)**
2. Upon request of the Utility, the customer shall furnish a written listing and descriptive engineering drawings of unusual devices or equipment which he desires to attach to the water service, giving the location and water demands of such equipment on the premises. The Utility will advise the customer of the feasibility, extraordinary costs or other pertinent factors. No addition of substantial water consuming equipment shall be connected to the water system at any time without the written consent of the Utility.
2. No promises, agreement or representation by any agent of the Utility shall be binding upon the Utility unless it has been incorporated into a written agreement, signed and approved by an official of the Utility authorized to make such an agreement on behalf of the Utility.

Current fee structure is available at the General Office of the Utility

CONNECTION FEE (Tap Fees)

1. Customers applying for water service are **required** to pay a fee * to cover the cost of equipment, machinery and labor for setting the meter box, meter yoke, meter and a service line of not more than seventy-five (75) feet to the supply line.
3. In the event the customer's contractor or his agents damage Utility equipment or property; the cost of such damages shall be paid in full prior to water service being furnished to the owner's property or an arrangement is made to make timely payments satisfactory to the Utility.

SERVICE CONNECTIONS

1. The Utility reserves the right to locate the point at which the valve, corporation stop, meter box and meter will be connected to the distribution main. All water service line, valves and meters shall be installed by Utility personnel or its contractor. Final inspection of installation shall be made by an authorized Utility representative.
3. The customer shall, at his own expense, install and connect replacement service lines when necessary. All service lines should be laid in a straight line, if possible, and be at a minimum depth of four feet. Water lines must be "bedded" in sand aggregate preventing abrasive contact with the existing shale strata. No pipe with joints or couplings shall be installed under obstructions or buildings. The Utility reserves the right to inspect all open water service trenches that the customer or his contractor makes, before any backfilling is made on the customer's water service lines and equipment. Such inspection shall be made by an authorized Utility representative.
2. All service lines installed on the customer's property shall be of the type and quality as approved by the Utility.

Current fee structure is available at the General Office of the Utility

2. IN THE EVENT PAVEMENT IS TO BE INSTALLED where the water service lines or meters are to be located, the customer, or his contractor must give the Utility ten (10) working days advance notice prior to any work being done.
3. WATER SERVICE LINES SHALL NOT BE INSTALLED IN THE SAME TRENCHES WITH OTHER SERVICES. Water and sewer lines must have a minimum separation of ten (10) feet. No drainage lines shall be laid in potable water line trenches. When other services must cross potable water lines there must be a vertical separation of at least eighteen (18) inches and such crossing shall be sleeved extending at a minimum of ten (10) feet beyond sides of the crossing. Materials used and installed to achieve this protection must be approved and inspected by the Utility.
2. If the service line from the house is installed prior to the Utility installing the meter base and yoke, the end of the line shall project above the ground to indicate its location. All customer service lines shall be of sufficient length to come within two (2) feet of their property line.
3. A water meter will not be installed until all CORDRY SWEETWATER CONSERVANCY BUILDING REQUIREMENTS HAVE BEEN MET AND APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT.
1. The Utility will make every reasonable effort to assist the customer, or builder in scheduling the water service connections.
 - Once service is installed by the Utility, the customer will be held liable for any damage and/or cost of replacement to the meter pit, meter or any Utility equipment therein.
1. Water service will not be furnished through a single meter to more than one dwelling.

METERING

1. All meters or other devices and equipment which are furnished by the Utility shall be and remain the property of the Utility. No one except an authorized representative of the Utility shall be permitted to remove, turn on, turn off, repair or otherwise tamper with such equipment.
3. Unless otherwise specified, water will be measured by a meter of standard manufacturer, furnished and installed by the Utility, with final inspection by an authorized Utility representative. The customer will provide, without cost to the Utility, the location of the water meter. This location is to be inside the customer's property line. All changes in meter location shall be at the discretion of the Utility. **NO METER WILL BE INSTALLED BY THE UTILITY UNLESS THE CUSTOMER HAS COMPLIED WITH THE METER DEPOSIT REQUIREMENTS.**
2. The Utility will determine the size of the meter to be used for serving any customer.
2. Installation of bypasses shall be considered prima facie evidence of water theft from the Utility. Upon finding, the Utility will terminate the water service and may pursue remedy in a court of law.
3. Ordinary maintenance and repairs to meters and equipment that are owned by the Utility shall be performed by the Utility and at no expense to the customer. Repairs to damaged equipment owned by the Utility that are due to the carelessness or neglect on the part of the customer or other parties, other than the Utility, shall be made by the Utility, **BUT THE COST OF SUCH REPAIRS WILL BE CHARGED TO THE CUSTOMER.**

2. A meter may be inspected and tested by the Utility upon request of the customer, **ONCE IN ANY TWELVE MONTH PERIOD.** The test will be made by an authorized representative of the Utility and a report of the result of such test will be made to the affected customer. A complete record of the test will be kept on file in the office of the Utility.
3. There will be a fee * for any additional test in a twelve (12) month period. The customer shall present, or have his or her representative present, when the meter is tested upon the customer's request. If a requested test establishes the meter is over-registering the volume of water passing through by more than two percent (2%), no charge will be made for the test.
1. Meter accuracy shall be determined by the use of appropriate equipment as specified by the American Water Works Association (AWWA) or other governing agency having legal jurisdiction.
- . No branching is allowed. That means that no service line may be routed to more than one residence.

METER DEPOSIT

The Utility requires a deposit * from each customer to be held in an escrow account as a guarantee against nonpayment of billings or water service. The meter deposit will be refunded to the customer at the time water service is discontinued, **PROVIDING** here is **NO** indebtedness to the Utility. The Utility may apply the customer's meter deposit to payment of delinquent accounts of the customer. In the event this is done, a new deposit shall be collected; equal to two (2) months average billing. Any unpaid balances, after usage of the meter deposit, shall be the sole liability of the customer and shall be collected by the Utility according to the Statutes of Indiana.

Current fee structure is available at the General Office of the Utility

TURNING ON/OFF WATER SERVICE

1. THE WATER SUPPLY SHALL NOT BE TURNED ON AT ANY CUSTOMER'S PREMISES UNTIL A WATER METER HAS BEEN INSTALLED. THE WATER METER SHALL BE INSTALLED AND TURNED ON BY AN AUTHORIZED REPRESENTATIVE OF THE UTILITY. IT IS A VIOLATION OF THESE RULES AND THE CORDRY SWEETWATER CONSERVANCY DISTRICT RULES AND REGULATIONS FOR ANY PERSON, OTHER THAN AN AUTHORIZED REPRESENTATIVE OF THE UTILITY TO PERFORM THIS SERVICE. To assure that no spigot is on or customer's equipment is leaking or malfunctioning, an authorized representative of the customer must be present on the premises at the time the Utility representative turns the water on.
3. THE WATER SUPPLY SHALL NOT BE TURNED OFF BY THE CUSTOMER, BUT **ONLY BY AN AUTHORIZED WATER UTILITY EMPLOYEE**. IF FOR ANY REASON REPAIRS OR OTHERWISE, THE WATER SUPPLY HAS TO BE TURNED OFF AT THE METER, THE CUSTOMER SHALL NOTIFY THE UTILITY TO DO SO. Other than an emergency, the Utility shall require twenty-four (24) hours advance notice as to reasonably schedule such service. There shall be no fee* for this service, if such is performed during regular scheduled working hours.

METER READING AND BILLING

1. Meters will be read in approximate thirty (30) or sixty (60) day intervals at the option of the Utility. In the case of 60 day intervals, the off month reading will be estimated based upon the previous meter reading. Bills are rendered the first week of the month and are payable upon receipt. If payment is not received in the office of the water Utility within seventeen (17) days from the billing date, late charges will be added and the gross bill will be due. Payments will be posted on the day they are received, not mailed or postmarked.

Current fee structure is available at the General Office of the Utility

3. A late payment charge of 10% of the first \$3.00 and 3% of the excess of the \$3.00 will be added to the net bill to offset the increased administrative costs entailed. All billings will include, when applicable, local, State and Federal taxes.
2. A customer whose billing includes a previous two months unpaid balance shall be given written notice of intent to disconnect service. This notice will be sent the day following the current billing date. Such notice shall state the disconnection date to be seventeen (17) days from the current billing date. (Unless that disconnection date falls on a weekend or legal holiday, the next business date will be the disconnection date.) If the total amount due is not paid (RECEIVED IN THE OFFICE OF THE UTILITY) by the office closing time prior to the disconnection date, the water service shall be discontinued.
2. If disconnection occurs, water service will not be reinstated until the total bill, and the current disconnection and reconnection fees *, plus the current minimum monthly charge for the time the service was disconnected, are paid in full. Service will not be reinstated on weekends, legal holidays or after normal weekday CSCD office business hours. The customer must be present when reinstatement occurs.
3. All charges for water service are assignable to the property owner. The determination of "property owner" is the deed holder. The property owner is responsible for all water billings to the property in the event a renter or contract buyer abandons the property or leaves any unpaid balances, the property owner is responsible for the balance. If a customer moves from or disposes of the premises where he has been furnished water service, he will be held responsible for payment of all bills rendered, including assessed penalties for service to such premises, unless he gives proper notice to the office of the Utility, that service is to be discontinued in his name. NO TRANSFER OF PROPERTY TITLE SHALL BE AUTHORIZED OR SIGNED BY THE CORDRY SWEETWATER CONSERVANCY BOARD OF DIRECTORS OR THEIR ASSIGNS UNTIL SUCH A TIME THAT ALL BILLS ARE PAID IN FULL.

Current fee structure is available at the General Office of the Utility

2. Bills for private hydrants and fire protection devices shall be rendered due and payable on a calendar quarter basis. Such bills are subject to the same provisions as regular water billings.

BASIS FOR MONTHLY BILLINGS

1. All changes for metered service, other than fees or charges for service calls, shall be calculated upon registration of the meters installed, and shall be predicated upon current rates and charges.
3. The Utility will make every effort to read the meters on approximately the same date of the month, and the reading shall be prima facie evidence of the amount of water used. Readings will be estimated when ground temperatures are low enough to endanger equipment to freezing by exposing (opening) meter pits. Estimated bills will be based upon previous meter readings.
2. All water passing through the meters shall be charged for, whether used, wasted or lost through leakage.
2. Water furnished by the Utility is for the use of the customer only on his premises. He shall not resell or supply water to any other residence or rental unit, business or facility.

DISCONTINUANCE OF SERVICE

1. When a customer desires to permanently discontinue service, he shall give sufficient advance notice to enable the Utility to obtain the final meter reading and disconnect the meter on the last regular working day that service is no longer required. Reconnection of water service within 12 months from date of disconnection will require a reconnection fee equal to the number of months the meter was disconnected multiplied by the existing minimum monthly charge plus a reconnection/trip fee. *

Current fee structure is available at the General Office of the Utility

3. No abatement of minimum monthly charges will be made for temporary absence from the premises for periods less than one year from the date of departure. All customers must pay the minimum rate as set by the Utility. No avoidance of this provision can be made by the temporary removal of the meter and re-application for service at a later date. For 'TEMPORARY' meter removal and reinstatement, there will be no charge by the Utility.
2. In cases for extended/temporary absence, notice must be given by the customer to the Utility, together with an interim mailing address for billing purposes, or payment in advance for the known periods of absence.
2. The Utility may discontinue, without notice, the service of water to any customer for any of the following, but not limited to, reasons:
 1. To make repairs, installations or alterations
 2. Lack of water supply
 3. Unauthorized use of water
 4. Upon the discovery of any cross-connection
 5. Upon direction of any competent authority having jurisdiction in such matters
 6. For tampering or knowingly permitting tampering with any service device or accessories owned or furnished by the Utility
 7. For vacancy of premises
 8. For failure to pay, in accordance with these rules any water bills or any other charges, holding tank fees (sewage), repairs, lawfully due in connection with water utility service installation or facilities
 9. For failure to provide free and non-hazardous access to the premises an meter
 10. For failure to protect the meter setting or pits against malicious damage
 11. To aid in the prevention of a faulty or failing sewage system from creating a health hazard
 12. For violation or infraction of any of the Rules and Regulations of the Utility, when such action would not be in the public interest
 13. For any lawful reason

- 5. 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.
- 6. The department of Water Works is an integral part of the Cordry Sweetwater Conservancy District, and as such, has as its purpose to serve the community with an adequate supply of potable water for domestic use and fire protection. Along with this service is the responsibility and liability to make certain the product provided is safe for human consumption and does not cause nor contribute to any health hazard or pollution to the lakes and their watersheds. With respect to the aforementioned obligation, the Department of Water Works reserves the right to deny or discontinue water service with or without notice, to any property or persons under the following conditions:
 1. Any property in the Cordry Sweetwater Conservancy District that does not have an approved septic system. Approval must be sanctioned by the appropriate convening health authority.
 2. Any surfacing water or leakage emanating from a failing septic system that may present a health hazard or cause contamination to the lakes or their watershed when such termination will aide in the curtailment or succession of such flow.
 3. Upon discovery, any unprotected cross-connection.
 - A. Cross-connection. Any piping that connects the water system to another untested source of water or other substance.
 - B. Common residential cross-connections may include, but are not limited to, garden hose aspirators, backwash discharge from water softeners connected to sewage drains, certain sprinkler systems, certain toilet flushing devices, water-cooled air conditioners, and ice machines.

INTERRUPTION OF SERVICE, ETC.

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

ACCESS TO PREMISES

The properly authorized representatives of the Utility shall have the right to ingress and egress to the customer premises at any and all reasonable times for the purposes of conducting water utility business.

MAINTENANCE OF SERVICE LINES AND METER BOXES

All service pipes from the water main, to and including the meter, shall be maintained in good repair at the expense of the Utility, including the replacement of if necessary. If such replacement is required due to increased demand by the customer, such replacement shall be at the customer's expense.

CROSS-CONNECTIONS AND PRIVATE WATER SYSTEMS

1. No cross-connections with other sources of water supply shall be made in any manner. All plumbing shall conform to building codes, which do not permit physical connections between the public water supply and raw water, waste lines, process solution lines tanks, etc.
3. No private or semi-private water systems for domestic use may be installed.

- 2. Upon proper notice, an authorized utility representative will have the right to make periodic inspections of the customer's piping and equipment and will report any violations of this rule to both the customer and the appropriate regulatory agencies including the Utility. The Utility will not be responsible for damage, sickness or death arising from the existence of cross-connections or the use of, or failure of, such unlawful devices or connections.
- 2. Upon discovery of unauthorized installations the water service will be terminated immediately and without prior notice.

USE OF BOOSTER PUMPS

No booster pump shall be installed without the written approval of the Utility. In any booster pump installation, the suction of the pump shall be supplied by an atmospheric tank with the water supply entering the tank being controlled by an automatic float-valve and freely discharging into the tank with a separation above the positive overflow of at least two (2) feed pipe diameters of six (6) inches, whichever is greater.

FIRE PROTECTION

- 1. All private fire protection underground pipes must be buried and maintained below the frost line.
- 3. No connections with private fire protection systems will be permitted to supply water for commercial or industrial use unless the connection has been approved by the customer's fire underwriter and the State Fire Marshall's Office, and unless the industrial or commercial use is metered.
- 2. No person, except an authorized representative of the Utility, Fire Department or other authorized person shall open, operate or remove the caps from any fire hydrant to which water is supplied by the Utility.

FIRE HYDRANT FLUSHING

Flushing of fire hydrants shall be the sole responsibility of the Utility by their authorized representative. Flushing shall be determined by the Utility in conjunction with the Fire Department Chief.

FROZEN SERVICES

- 1. The Utility will not be liable for failure of the customer to take due precaution to protect against freeze damage.
- 3. To further protect against freeze damage to service lines, the customer will, at his own expense, equip his service lines with suitable shut-off and drain valves or cock, located inside a frost free structure to permit drainage of the line from the meter to the structure, if and when necessary.
- 2. Thawing of service lines **WILL NOT** be performed by the Utility. If the customer's water service line is frozen or ruptured by ice pressure, repairs must be arranged with a qualified plumber and at the customer's expense.
- 2. When necessary, due to an emergency, the Utility will turn the water off/on to permit repairs by the customer. This procedure will be done by an authorized representative of the Utility **only**. No charge will be made for this service if performed during the normal working hours of the Utility. If such service is required other than normal working hours, a fee * will be charged. Should, in such an emergency situation, it be necessary for the Utility to expend repair parts and or labor for the protection against property damage or excessive loss of water, such service will be rendered and the customer will be billed at cost of labor, plus repair parts used.