

## Rural Membership Water Corporation

### Rules and Regulations

#### 1. Classification of Service:

- a. Residential: This category applies strictly to a single family dwelling or to each residential unit, duplex, or multiple dwelling building.
- b. Commercial: This category applies to all services not classed as residential.

#### 2. Application for Service:

- a. The Consumer will make application for service, in person, at the office of the Company and at the same time make the deposit guarantee required below.
- b. The Company may reject and application for service not available under a standard rate, or which involve excessive service cost, or which may affect the supply of service to other consumers, or for other good and sufficient reasons.
- c. The Company may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner of the premises has been served water, and has not paid for the same, the Company shall not be required to render service to said person, until said water bill has been paid.
- d. For violation of any of the provisions of these rules relating to application for service, the Company may at the expiration of 15 Days after mailing a written notice to the correct last known address of the Consumer, remove the water meter and discontinue service. Where the meter is thereafter reinstalled, the Consumer shall first pay to the Company a reinstallation charge of Fifty (\$50.00) dollars.

#### 3. Guaranteed Deposit:

- a. For residential use a minimum cash deposit of One hundred (\$100.00) dollars may be required. For Commercial use a minimum cash deposit shall equal to the monthly minimum charge for the size meter installed may be required. In no case shall a deposit be required in excess of two months estimated consumption, provided that the Company shall have the option, on ten day written notice, to require the consumer to increase the deposit to twice the amount of the highest monthly bill theretofore rendered.

- b. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in the connection with the service furnished.
  - c. A separate deposit is required for each meter installed.
  - d. The guarantee deposit receipt is not negotiable and can be redeemed only at the Company's office.
  - e. The Company may require from any customer or prospective customer, subject to the approval of the Commission, a reasonable cash deposit to insure the payment of bills. Interest shall be paid on such deposits at the rate of three per cent (3%) per annum for the time such deposit was held by the Company. Interest shall not be paid after discontinuance of service to the customer if the Company has made reasonable effort to return the deposit to the Company by mailing the deposit to the customer at his last known address. Interest shall not be paid on such deposits where the deposit is held by the utility for less than six months. Interest accumulated shall be payable upon return of the deposit or annually upon demand by the customer.
  - f. Said Company receiving deposits from customers shall keep records to show: The name of each customer making deposit; the premises occupied by the customer when making the deposit and each successive premises occupied while deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as payment of interest, interest credited, etc., concerning such deposit.
  - g. Said Company shall issue a certificate of deposit to every customer from whom a deposit is received.
4. Initial or minimum charge:
- a. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location. Each meter requires a separate meter reading sheet and each meter reading sheet shall cover a separate and individual account
  - b. For trailer courts, camp grounds, or small cottages having no inside water facilities, the regular minimum charge will be made for meter service plus an additional minimum charge of fifty (50) cents for each service for each tent, trailer space or cottage, whether occupied or unoccupied.
  - c. Water furnisher for a given lot shall be used on that lot only. Each class of service must be separately metered. Each consumer's service must be separately metered at a single delivery and metering point. Each Commercial unit and each storeroom or stall used for

business purposes, shall have a separate meter. All Commercial uses, including storerooms and stalls for business purpose shall be metered separately from any residential use, and vice versa, whether now in service or to be installed in the future.

- d. In addition to the collection of regular rates, said Company may collect from the consumer a sales tax based on gross revenue received by the Company.

5. Company's Responsibility and Liability:

- a. The Company shall run a service line from its distribution line to the property line where the distribution line exists and runs immediately adjacent and parallel to the property to be served, and for which a service charge of \$2800.00 will be made for each such new service where a 5/8" meter is installed and where a meter of larger dimension is installed, the additional cost of meter, and cost of installation may be charged for said installation.
- b. The Company may install its meter at the property line or, at the Company's option, on the consumer's property or in a location mutually agreed upon.
- c. When two or more meters are to be installed on the same premises for different consumers they shall be closely grouped and each clearly designated to which consumer it applies.
- d. The Company does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefor.
- e. The Company reserves the right to refuse service unless the consumer's line or piping are installed in such a manner as to prevent cross-connections or backflow.
- f. The Company shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the Company. The Company shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The Company shall not be responsible for negligence of third persons, or forces beyond the control of the Company, resulting in any interruption of service.
- g. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

6. Consumers Responsibility:

- a. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the Company's lines and mains.
- b. If the consumer's piping on consumer's premises is so arranged that the Company is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- c. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter, unobstructed and accessible at all times to the meter reader.
- d. The consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter, the Company to provide a like valve on the Company's side of such meter.
- e. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner and in accordance with the Company's rules and regulations and in full compliance with the sanitary regulations of the State Board of Health.
- f. The consumer shall guarantee proper protection from the Company's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the Company.
- g. In the event that any loss or damage to the property of the Company or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the Company and any liability otherwise resulting shall be assumed by the consumer.
- h. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill and if not paid, service may be disconnected by the Company.
- i. Water furnished by the Company shall be used for domestic or Commercial consumption by the consumer, members of his household, and employees only. The consumer shall not sell water to any other person or permit any other person to use said water. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

7. Extensions to Mains and Services:

- a. The Company will supply service for temporary purpose, provided that the Company has water available in excess of the Company's regular needs, and provided the Company

has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Company the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.

- b. The Company will construct extensions to its water lines to points within its certified area but the Company shall not be required to make such installations unless the consumer advances to the Company the entire cost of the installation.
- c. All line extensions shall be evidenced by contract signed by the Company and the person advancing funds for said extension.
- d. Free Extensions: Said Company should, upon written request for service by prospective customer or a group of prospective customers located in the same neighborhood, make free of charge an extension necessary to give service when the estimated total revenue, for a period of four years, from the prospective customer or customers is approximately equal to the cost of the extension; provided, that the prospects are the patronage or demand will be of such permanency as to warrant the capital expenditure involved.
- e. Extension Above Free Limit: If the extension required in order to furnish service at any point within the certified area is greater than the free extension specified herein, such an extension shall be made under the following conditions; the Company may require a deposit of the cost of the extension above the free limit and shall in such case, for each additional customers connected directly to the extension between its original beginning and original terminus within a period of eight years from making such extension, refund an amount by which four times the estimated annual revenue of the new customer exceeds the cost of connecting such new customer, but at no time shall the aggregate refund made to any customer exceed the original deposit if such customer. If the extension is of such length, and the prospective business which may be developed by it is so meager as to make doubtful whether the business from the extension would ever pay fair return on the investment involved in such extension, or in case of real estate development enterprises with slight or no immediate demand for service, or in the case of industrial installation requiring extensive equipment with slight or irregular service, the facts shall be reported to the Company and to the Commission for investigation and determination as to the reasonableness of such extension or installation and the conditions under which it shall be made.
- f. In estimating the cost of an extension the estimate shall be based on the diameter of the pipe to be used, provided, however, the estimated cost to the customer or customers shall not be based on a pipe diameter in excess of six inches, unless actual consumption estimated for the proposed customer or customers require larger pipe.

- g. Contract for Service: The Company should not be required to make extensions as described in this rule unless those to be served by such extension shall contract to use the service for at least four years. The utility may require of the prospective customer on a proposed extension a satisfactory and reasonable guarantee that he will fulfill all the obligations made by him to the Company.

8. Access to Premises:

- a. Duly authorized agents of the Company shall have access, at all reasonable hours, to premises of the consumer for the purpose of installing or removing Company property, inspecting pipe, reading or testing meters or for any other purpose in connection with the Company's service and facilities.
- b. Each consumer shall grant and convey, or shall cause to be granted or conveyed, to the Company, a permanent easement and right of way across any property owned or controlled by the consumer wherever said permanent easement and right of way is necessary for the Company water facilities and lines, so as to be able to furnish service to the consumer.

9. Change of Occupancy:

- a. Not less than three days notice must be given in person or writing, at the Company's office, to discontinue service, or to change occupancy.
- b. The outgoing party shall be responsible for all water consumer up to the time of departure or the time specified for departure, whichever period is longest.
- c. A charge of five (\$5.00) dollars will be made for each meter for each turn-on or cut-off, other than change of occupancy.

10. Meter Reading – Billing – Collecting

- a. Meters will be read and bills rendered monthly, but the Company reserves the right to vary the dates or length or period covered, temporarily or permanently if necessary or desirable.
- b. Bills for water will be figured in accordance with the Company's published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a consumer orders turn-off less than one month after turn-on, the minimum bill to such consumer for such period shall be equal to the minimum charge for one full month's service.

- c. Charge for service commences when meter is installed and connection made, whether used or not.
- d. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers, or for the same or different services.
- e. Bills are due when rendered delinquent after 10 days and if not paid in 24 days, service may be discontinued by the company.
- f. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieves the consumer from payment.

#### 11. Suspension of Service:

- a. When services are discontinued and all bills paid, the deposit will be refunded. Membership Fees paid after July 17, 2017 are non-refundable.
- b. Upon discontinuation of service for non-payment of bills, the deposit will be applied by the Company, if membership was paid before July 17, 2017, toward settlement of the account. Any balance will be refunded to the consumer but if the deposit is not sufficient to cover the bill, the Company may proceed to collect the balance in the usual way provided by law for the collection of debts.
- c. Service discontinued for non-payment of bills will be restored only after bills are paid in full re-deposit made and a service charge of \$50.00 paid for each meter reconnected.
- d. The Company reserves the right to discontinue its service without notice for the following reasons:
  - i. To prevent fraud or abuse.
  - ii. Consumers willful disregard of the Company's Rule.
  - iii. Emergency repairs.
  - iv. Insufficiency of supply due to circumstances beyond the Company's control.
  - v. Legal Processes.
  - vi. Direction of public authorities.
  - vii. Strike, riot, fire, flood, accident or any unavoidable cause.
- e. The Company may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

#### 12. Complaints – Adjustments

- a. If the consumer believes his bill to be in error, he shall present his claim, in person, at the Company's office before the bill becomes delinquent.
  - i. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuation of service, as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- b. Each Company supplying water service shall make a test of the accuracy of registration of a meter upon request of a customer, provided such customer does not make request for test more frequently than once in twelve months. A report giving the results of such test shall be made to the customer and a complete record of the same shall be kept of file in the office of the Company.
- c. Any additional requests for test of the meter shall be made by the Company upon the payment of the fee of \$1.00, however if the meter is found to over-register beyond two percentum of the correct volume, the charge will be waived.

13. Abridgement of Modification of Rules:

- a. No premises, agreement or representation of any employee of the Company shall be binding upon the Company except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Company.
- b. No modification of rates or any of the rules and regulations shall be made by any agent of the Company.
- c. The word "Company" used herein applies to Corporations, Partnerships, and Persons.

Adopted this 4<sup>th</sup> day of December, 1963.

Rural Membership Water Corporation  
Of Clark County Indiana.

Attest:

Paul House, Secretary-Tres.

By:

Dewey A. Dunlevy

Amendments

Commercial deposit is charged on size of meter with one month usage, but will not be lower than the Residential deposit.

A separate deposit is not required for additional meters, i.e. one membership for any number of meters.

No interest is to be accumulated and will not be payable on deposits.

There will be a charge of \$5.00 for each turn-on or cut-off; different than disconnect fee for non-payment.

Membership Fees paid after July 17, 2017 are non-refundable and will not be applied to final bill.