

Fort Smith Water and Sewer District Policy Manual

Rules and Regulations Governing Service



FORT SMITH WATER AND SEWER DISTRICT
RULES AND REGULATIONS GOVERNING WATER AND SEWER SERVICE

Approved: December 10, 2013 Effective: January 1, 2014

Edited: December 4, 2021

Edited: April 20, 2022

Edited: May 20, 2022

Table of Contents

1.	INTRODUCTION.....	6
1.1.	ADOPTION OF APPROVED WATER AND SEWER SERVICE	6
1.2.	ADOPTION OF RULES AND REGULATIONS GOVERNING THE FSWSO	6
1.3.	WAIVER OF REGULATIONS.....	7
1.4.	NONCOMPLIANCE	7
1.5.	REVIEW OF ADMINISTRATIVE ACTIONS.....	7
1.6.	CONDITIONS OF SERVICE	8
1.7.	LIABILITY OF DISTRICT	8
1.8.	INFORMATION AVAILABILITY AND RECORD KEEPING	9
2.	DEFINITIONS.....	9
3.	AVAILABILITY OF SERVICE	12
3.1.	SERVICE AREA.....	12
3.2.	SUPPLYING OF SERVICE	13
3.3.	GRANTING OF WATER AND SEWER SERVICE WITHIN THE DISTRICT.....	13
3.4.	SPECIAL CONDITONS	14
3.5.	DISCONTINUANCE AND REFUSAL OF SERVICE BY THE DISTRICT	14
3.6.	TERMINATION OF SERVICE BY CUSTOMER	15
3.7.	TURN-ON AND TURN-OFF OF WATER SUPPLY.....	16
3.8.	INTERRUPTIONS OF SERVICE.....	16
3.9.	VARIATIONS IN SERVICE	16
3.10.	EXPANSIONS OF THE DISTRICT'S BOUNDARIES	16
3.11.	EXTENSIONS OF THE DISTRICTS' BASE SYSTEM	19
3.12.	WATER CONSERVATION	26
4.	CUSTOMER'S RESPONSIBILITY	27
4.1.	OWNERS DUTY TO USE FSWSO WATER AND SEWER SERVICE	27
4.2.	APPLICATIONS AND AGREEMENTS FOR WATER AND SEWER SERVICE	28
4.3.	ACCESS TO CUSTOMER'S PROPERTY, RIGHTS-OF-WAY, AND EASEMENT	29
4.4.	PLUMBING INSPECTION REQUIREMENTS	29
4.5.	WATER SERVICE USE REQUIREMENTS	29

4.6.	SEWER SERVICE USE REQUIREMENTS.....	33
5.	CONTRACTING REQUIREMENTS	38
6.	METERING	39
6.1.	INSTALLATION OF METERS.....	39
6.2.	REQUIREMENTS FOR METERING FACILITIES.....	40
6.3.	INDOOR METERING FACILITIES	42
6.4.	OUTDOOR METERING FACILITIES.....	42
6.5.	SPECIAL METER TESTS	43
6.6.	REPLACEMENT OF METER	43
6.7.	METER TAMPERING	43
6.8.	DAMAGED METERS AND EQUIPMENT	43
7.	WATER AND SEPTAGE TESTING	44
7.1.	WATER.....	44
7.2.	SEPTAGE	44
8.	BILLING	44
8.1.	ESTABLISHMENT OF RATES	44
8.2.	METERING	44
8.3.	METER READING PRACTICE.....	45
8.4.	BILLING PERIODS	45
8.5.	INFORMATION ON BILLS	45
8.6.	BILLS DUE.....	46
8.7.	NOTICE OF DELINQUENCY.....	46
8.8.	NOTICE OF SUSPENSION	46
8.9.	SUSPENSION OF WATER SERVICE	46
8.10.	DISTRICT'S RIGHT TO REFUSE SERVICE.....	47
8.11.	ADJUSTMENT OF RATE FOR INTERRUPTIONS.....	47
8.12.	CHARGES FOR MISCELLANEOUS DISTRICT SERVICES.....	47
8.13.	LANDLORD RESPONSIBILITIES	47
8.14.	MINIMUM MONTHLY CHARGES	47
8.15.	NON-SUFFICIENT FUND CHECKS	47

8.16. GUARANTEE DEPOSIT FEES FOR NEW SERVICE	48
9. FIRE HYDRANTS AND FIRELINES.....	48
9.1. FIRE HYDRANTS	48
9.2. OPERATION OF FIRE HYDRANTS.....	49
9.3. INSTALLATION OF BLOW-OFF HYDRANTS.....	49
9.4. RELOCATION OF FIRE HYDRANTS.....	49
9.5. OBSTRUCTING FIRE HYDRANTS.....	49
9.6. DAMAGES TO FIRE HYDRANTS	49
9.7. FIRE HYDRANT FEES.....	49
9.8. FIRELINES.....	49
10. SEPTAGE DISPOSAL OTHER THAN DOMESTIC	50
10.1. APPLICATION AND PERMIT FEE	50
10.2. INADMISSABLE WASTES	51

1. INTRODUCTION

Water supply and wastewater removal service is furnished within the Approved Water and Sewer Service Area of the Fort Smith Water and Sewer District (FSWSD), situated in Big Horn County, in the State of Montana. The District is subject to the By-Laws adopted by the Board of Directors of the District, state laws applicable to a county water sewer district, and all regulations enacted by the Board of Directors.

It is the intent of the Board of Directors through these Rules and Regulations Governing Water and Sewer Service to:

1. Adopt an official water and wastewater service area which designates that particular territory which is to be served;
2. Adopt regulations for connection to and usage of the water and sewer system;
3. Ensure an efficient, economical, and safe water supply service and wastewater removal sewer service and;
4. Establish a method of charges for water supply and wastewater disposal.

1.1. ADOPTION OF APPROVED WATER AND SEWER SERVICE

The Board of Directors does hereby adopt the Approved Water and Sewer Service Area for the FSWSD all area that is presently within the District boundaries, as the area it intends to supply water and sewer service to, and shall be known as the FSWSD. A map depicting the FSWSD boundaries and any changes that may be approved by the District, shall be made available at all times for public inspection during regular working hours at the District's office in Fort Smith, Montana.

1.2. ADOPTION OF RULES AND REGULATIONS GOVERNING THE FSWSD

The following Rules and Regulations govern the supplying by the District and taking by customers of water and sewer service in the FSWSD. These Rules and Regulations are intended to define good utility practice which can normally be expected, but are not intended to exclude other accepted standards and practices not covered. They are intended to ensure adequate service to the users and to protect the District from unreasonable demands. They are subject to revision from time to time upon approval by the Board, and supersede all other Board-approved regulations. Authorization for these Rules and Regulations is set forth in the laws of the State of Montana. The jurisdictional area of these Rules and Regulations shall include any territory, whether within or outside the FSWSD, which is presently or in the future to be served with water supply service and wastewater removal service. The Rules and Regulations are hereby made a part of the contract with every Customer provided with water and sewer service, and all users are bound by these Rules and Regulations.

1.3. WAIVER OF REGULATIONS

In any case where compliance with any of these Rules and Regulations introduces unusual difficulty, such regulation may be temporarily waived by the Board upon application of the Customer. If in any case compliance with a regulation would cost more than the results of such compliance are worth, such regulation may be permanently set aside by the Board. The waiver of any regulation shall not bar the Board from applying these regulations in the future.

1.4. NONCOMPLIANCE

Any person or entity who shall fail to comply with or shall be found to be violating these Rules and Regulations after being given a written notice of the nature of the violation and after being given a reasonable time to comply, shall be deemed to be in noncompliance and shall be subject to suspension of water and sewer service. Service shall not be restored until the violation is corrected and full compliance is assured. In addition, service shall not be restored until the customer pays to the District any applicable charges due, and any expense, loss or damage sustained to the District as a cause of the violation.

1.5. REVIEW OF ADMINISTRATIVE ACTIONS

Any person aggrieved by an administrative decision under these Regulations, or the application of any Regulation governing the operation of the services, may petition the Board for review. The aggrieved person shall file a written notice of appeal with the President of the Board within 10 days after the date of the occurrence.

The **Written Notice of Appeal** shall:

1. state the specific action being appealed;
2. state the reasons for appealing such action;
3. state the particular relief sought;
4. state the aggrieved person's correct mailing address;
5. be signed by the aggrieved person;
6. be sent by certified mail; and
7. be directed to the Board President.

Hearing: The Board President shall schedule the hearing. The aggrieved person may appear in person and or be represented by an attorney and all other interested persons may appear at that date, time, and place and be heard. The Board shall hear the matter informally using the following format.

1. The President of the Board controls the procedure.
2. The proponent shall present their side.
3. The President may reply.

4. If either party desire to present anything further, the President shall control further procedure as may be necessary.
5. After presentation by both parties is complete, the Board may retire to deliberate.
6. In the event the Board deems further time advisable, it shall notify the parties of the date on which its decision will be announced, in no case to be more than thirty (30) days, unless the Board is in doubt and desires further hearing on the matter. In any event, the Board may not engage in hearings on the matter for a total time span from the date of initial hearings to final hearing date in excess of one hundred-twenty (120) days.
7. In all cases the Board's decision shall be rendered in not more than thirty (30) days following the final hearing day.
8. The Board's decision shall be reduced to writing and shall be mailed or produced to the parties.
9. Nothing herein is intended to preclude the Board and President from altering or adjusting procedure to achieve the end of speedy and fair disposition of matters before it.
10. The Board's decision is final.

1.6. CONDITIONS OF SERVICE

Service shall be provided by the District under and only in accordance with these Rules and Regulations, by modifications or additions lawfully made, and under such applicable ordinances, resolutions, rate schedules, and contracts.

1.7. LIABILITY OF DISTRICT

The District shall only be responsible to a Customer for providing water and sewer service in accordance with the conditions set forth in the Customer's service agreement with the District and in accordance with these Rules and Regulations, without regard to the ownership of the property served. The District shall not be responsible for inconvenience, damage, or injury to persons or property resulting from the Board's decision to terminate, suspend, or for interruption of water or sewer service to any property in accordance with these Rules and Regulations. The District shall not be responsible for providing water service to a Customer at a pressure greater than or less than the pressure existing in the public water main at the point of delivery. The District shall not be liable to a Customer or others for failure or interruption of water service due to acts of God, governmental regulations, court orders, acts of public enemy, strikes, or labor difficulties, accidents, weather conditions, acts of third parties, droughts, or any other cause. The District shall not be liable for any damage to persons or property that may result from the turn-off of the water service by the District pursuant to these Rules and Regulations or from the service being left on when the premises may be unoccupied.

1.8. INFORMATION AVAILABILITY AND RECORD KEEPING

The District shall keep records as are required by the Board and in accordance with accepted accounting practices as recommended by the District's auditors. There shall be made available to prospective customers at the office of the District and/or on the District's website copies of these Rules and Regulations, the approved rate schedules, any forms and applications, and meeting minutes.

2. DEFINITIONS

Whenever the following words and phrases appear in this Policy Manual, application, or contract for water and sewer service, they shall be given the meaning attributed to them unless specifically indicated otherwise.

ACTIVE: A service where the Customer is required to pay any bill of the District.

APPURTENANCE: A right, privilege, or improvement belonging to and passing with a principal property.

BACK-UP PLANT: The supply source, pumping, treatment, storage and transmission facilities in the base system that are essential to the production and transmission of water delivered to the in-tract facilities, offsite facilities and special facilities of the base system. Any reference to contributions of capital by developers or others for the back-up plant in these Regulations shall apply to that incremental portion of the existing or new back-up plant required to provide service to a particular Tract, Subdivision, Certificate of Survey, Commercial or Industrial Development, or any other similar type development.

BASE SYSTEM: The District's water supply and wastewater system that is in existence at the time an application is submitted to the Board by a customer who is requesting an extension of water and sewer service. The base system includes the source of supply, transmission and distribution lines and appurtenances, pumping station, reservoirs, and all other property, equipment, buildings, and structures under the ownership or direct control of the District.

BIOCHEMICAL OXYGEN DEMAND (BOD): The quantity of oxygen used in the biochemical oxidation of organic matter within a five day period with testing procedures as specified in Part 507, Oxygen Demand (Biochemical) latest edition of Standard Methods. Testing results are expressed as milligrams per liter (mg/l).

BOARD: The Board of Directors of the Fort Smith Water and Sewer District.

BUILDING DRAIN: That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the

building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

BUILDING SEWER: The extension from the building drain to the public sewer or other place of disposal.

CHEMICAL OXYGEN DEMAND (COD): A measure of the Oxygen consuming capacity of inorganic and organic matter present in wastewater. It is expressed as the amount of oxygen consumed in milligrams per liter (mg/l) from a chemical oxidant. The testing procedures are those for the dichromate reflux method as specified in Standard Methods, Part S08A, latest edition.

COMMERCIAL: Any customer that provides goods and/or service for business and those goods and/or services are used exclusively for business that earns money.

CONNECTION: When the Customer's installation is joined with the District's base system and sewer and water service is available to the Customer.

CUSTOMER: Any individual, partnership, association, firm, public or private corporation, governmental agency or department thereof, or other legal entity receiving water and sewer service from the District.

CUSTOMER'S INSTALLATION: All water service pipe, corporation stop or valve, curb cock, curb box, meter box, or pit, back flow prevention device, pressure reducing valve, inside piping, appliances, and other apparatus on customer's side of the point of delivery, except the District's water meter and any other equipment owned by the District. All sewer line on the customer's side of the point of connection.

DELIQUENT: When the Customer fails to pay a bill of the District when it is due.

DISCONNECT OR DISCONNECTION: Water will be turned off, the meter will be removed, and the corporation cock or service valve will be turned off. The sewer line on the Customer' installation must be capped at the expense of the Customer.

DISTRICT: The Fort Smith Water and Sewer District.

EXTENSION: The act or process of extending, adding to or enlarging the District's base system to provide service to a prospective customer, or a group of prospective customers, and said extension shall be construed in accordance with these Regulations and all of the District's standards of design and construction.

IN-TRACT FACILITIES: The water mains and appurtenances and the fire hydrants and appurtenances installed within a Tract, Subdivision, Certificate of Survey, Commercial or Industrial Development, or any other similar type parcel of land and which are to be owned by the District upon completion of construction of said facilities.

METER: The instrument, including any auxiliary devices and equipment, used to measure the amount of water delivered to a customer and which are owned by the District.

OFF-SITE FACILITIES: The water mains and appurtenances installed for the purpose of connecting in-tract facilities with the nearest point in the District's base system at which adequate capacity is available to meet the domestic and fire flow requirements of the in-tract facilities.

GALLONS: The unit of measure used by the District when computing the amount of water consumed or that passes through a meter.

HABITABLE STRUCTURE: Any house, building, mobile home, modular home, travel trailer, camper, or other property used for human occupancy, employment or recreation and that has toilet facilities.

OWNER: The legal owner of a property or premises.

POINT OF CONNECTION: The point at which the District's wastewater system connects physically to customer's building sewer which, unless otherwise designated in the service agreement, shall be located at the service tee or sanitary sewer location in a public right-of-way that abuts and fronts the property to be served.

POINT OF DELIVERY: The point at which the District's facilities connect physically to customer's facilities, the location of which shall be designated by or satisfactory to the District and, unless otherwise designated in the service agreement, shall be located at the District's water main located in the street or public right-of-way or easements that abut and front the property to be served.

PREMISES: Any of the following that are private or public, used for occupancy or multi-occupancy, and that are on a continuous platted property not divided by a right-of-way: stick-built house, modular home, mobile home, camper, travel trailer, motel/hotel/cabin, building, trailer court, mobile home park, or a group of adjacent structures.

RATE SCHEDULE: A formal statement approved by the Board of the rates, charges, and conditions for a particular class or type of service.

READILY ACCESSIBLE: Safely and easily reached during regular daytime working hours and not subject to being under "lock and key", "fenced in", "covered up", and otherwise obstructed.

SERVICE AGREEMENT: The agreement or contract between the District and Customer to which water is supplied and wastewater is taken.

SERVICE TURN OFF: District turns off the water at the curb stop.

SERVICE TURN ON: District turns water on at the curb stop.

SHALL, WILL, MAY, REQUIRED AND SHOULD: These terms are actions that indicate the status of the regulation. "Will" is a requirement. "Should" is recommended. "May" is at the discretion of the Board or the customer. "Shall" and "required" are mandatory.

SPECIAL FACILITIES: The base system facilities other than water mains and appurtenances and fire hydrants and appurtenances that are required specifically to assure satisfactory service to customers. Examples of special facilities are pumping plants, reservoirs, lift stations, and back flow prevention devices.

SUSPENDED SERVICE: Process initiated by the Board where the account is active but the water is turned off.

TERMINATION OF SERVICE: Process initiated by customer where they have a service and would like to disconnect service and stop paying.

USER: Any person who discharges, causes or permits the discharge of wastewater into the FSWSD wastewater system, and any person who uses water from the FSWSD water system.

WASTEWATER: The water carried wastes which are discharged into or permitted to enter the wastewater system.

WASTEWATER SERVICE: The service provided by the District to convey and treat wastewater from Customers using the wastewater system.

WASTEWATER SYSTEM: The system created, built, maintained, and operated by the FSWSD to convey and treat the District's wastewater.

WATER MAIN or MAIN: The pipe laid in the street or other right-of-way or easement for the distribution of water to a customer or customer's installation.

WATER SERVICE: The supplying of water from the District's base system.

3. AVAILABILITY OF SERVICE

3.1. SERVICE AREA

Service shall only be granted to a prospective Customer whose property to be served is located entirely within the FSWSD. The District may provide for enlargement of the boundaries of the FSWSD to include additional area to be served. However, the Board must first be satisfied that the District has adequate facilities to provide water service to the new area without reducing the overall quality of service to existing Customers.

3.2. SUPPLYING OF SERVICE

Service will be supplied to Customers in accordance with these Rules and Regulations, under the terms and conditions of the service agreement with the Customer, and under applicable rate schedules. The District shall not supply free service, free work, or services to anyone unless approved by the Board. The District shall have the right to discontinue such service at any time pursuant to these Regulations and/or the Service Agreement. Service to a Customer shall not obligate the District to maintain such service for a third party's benefit where the Customer's obligations under these Regulations have not been fulfilled.

3.3. GRANTING OF WATER AND SEWER SERVICE WITHIN THE DISTRICT

Prior to being granted water and sewer service by the District, the owner of a premises agrees in writing to comply with these Regulations and to become a Customer of the District.

In the event it is determined by the District that it is impractical to construct an independent and separate water and sewer system to serve each habitable structure on a premises, such as a mobile home court, planned unit development or large commercial or industrial establishment, then the District may allow more than one separate building to be served by a single service. However, the District's approval shall not be given in such circumstances until the property owner: provides the District with a copy of appropriate title memorandums; properly executes a multiple building service covenant; records the same with the County Clerk and Recorder; subsequently provides the District with a copy of the recorded document; and pays the District the appropriate special agreement fee.

If the District's base system extends to, fronts, and abuts the property where service is desired, as well as at the District's normal point of delivery, and the base system is adequate and suitable as to pipe size, water supply and pressure for the service desired, then service may be granted by the District to any prospective Customer who:

1. fully and truly sets forth all purposes for which the service may be required and those purposes comply with these Regulations;
2. at the time of application pays to the District all applicable fees, deposits, and charges required by the District;
3. provides the District with a legal description of the total area to be served and the area is located entirely within the District;
4. provides the District with the necessary information to properly process, account for, and bill the Customer for service;
5. will participate appropriately in the cost of the construction for the base system with which Customer's installation is to make connection at the point of delivery;

6. submits the required applications and service agreement forms to the District for the Board's approval; and
7. formally grants to the District the required right-of-way, permits, and licenses.

3.4. SPECIAL CONDITONS

Prospective Customers requesting water service for property that has never participated in the cost of the construction of the District's base system shall be required to execute and submit a special extension agreement form to the District for the Board's consideration and approval. In the event the existing base system extends to the District's normal point of delivery for the Customer's installation, the District may grant the prospective Customer water service, provided the Customer complies with all other provisions of these Regulations, and in addition may be required to contribute a pro rata share of the cost, based on the previous fiscal year, of the base system. Customers or prospective Customers requesting water service for property that is located beyond the existing base system of the District will be required to extend at their expense the base system in accordance with these Regulations prior to being granted water service.

3.5. DISCONTINUANCE AND REFUSAL OF SERVICE BY THE DISTRICT

Whenever service is discontinued, the Customer shall not be entitled to have service restored until all requirements of these Rules and Regulations have been fully complied with. The District may also require the Customer to pay all costs of discontinuing and re-establishing water service. The District may refuse or discontinue service to any Customer or prospective Customer, when application by such member may subject the District to abuse, fraud, theft or as follows.

Without Notice

1. In the event of any condition determined by the District to be hazardous.
2. In the event a customer uses equipment in such a manner as to adversely affect the District's equipment or the District's service to others.
3. In the event of any unauthorized use, any evidence of tampering with the District's meter, or interference with the proper functioning of the meter is found. (Section 94-2719, R.C.M., 1947, provides criminal sanctions covering such acts.)
4. Upon receipt of orders from government authority to discontinue service.

Upon 24 Hours' Notice

1. For violation of and/or noncompliance with any applicable federal, state, District, or local laws, regulations and codes, including regulations implemented by the Board.
2. For failure to permit the District reasonable access to facilities owned by the District.
3. For failure of the customer to fulfill his contractual obligations for service.

Upon 72 Hours' Written Notice (Excluding Saturdays and Sundays)

For nonpayment of the District's bill following reasonable attempts by the District to effect collection or settlement.

Upon 10 Days' Written Notice

When water is being wasted, and leaky fixtures have not been repaired.

As May Otherwise be Provided for in these Regulations

The District may refuse or discontinue water service to any Customer or prospective Customer for such reasons and under such conditions as may be specified elsewhere in these Regulations.

3.6. TERMINATION OF SERVICE BY CUSTOMER

This is a process initiated by the Customer wherein they have a service and desire to disconnect service and cease paying the required fees. The Customer may only Terminate Service where there are multiple services supplying one (1) premises however, there must be at least one (1) active service per premises with a habitable structure that has toilet facilities. In the case of a premises that has one service supplying a habitable structure and that structure has become uninhabitable due to neglect or abandonment, the Customer must remove the structure at their own expense before they may Terminate their service. The Customer shall make a written request to the Board using the TERMINATION OF SERVICE BY CUSTOMER form. The Board shall make a determination at the following scheduled Board meeting, and shall reply with a written decision to the Customer within seven (7) business days of the Board meeting. If the Board decides the service shall not be terminated, the Customer shall continue to pay for the service. If the Board decides the service shall be terminated, the Board will disconnect the service and the Customer is not required to pay for any services beyond the date of the Board meeting when the decision was made. The Customer shall pay a fee for the disconnection as described in the fee schedule, and is responsible for paying all delinquent bills. The Board will then disconnect the service meaning that a representative of the Board will turn off the water at the curb stop, and remove the meter. Any Customer installation that is not connected to the service is required to be capped and therefore, the sewer line on the Customer's installation must be capped at the expense of the Customer. The Customer shall be required to cap their installation within thirty (30) days of the disconnection. This work may be performed by the representative of the Board when the Board is disconnecting the service, or may be performed by a qualified contractor approved by the Board, at the Customer's discretion. Said work shall be at the owner's expense. Upon written request and approval by the Board, such work shall be performed by a contractor approved by the Board and inspected by a Board representative, and all expenses including any District expenses involved with the termination, shall be the

responsibility of the Customer. If a Customer wishes to reactivate their service, it shall be treated as a new extension of the District's base system. The Customer must follow all procedures described in these Rules and Regulations for new extensions, and the Customer must pay all applicable fees described in the fee schedule.

3.7. TURN-ON AND TURN-OFF OF WATER SUPPLY

If the Customer wishes that their water supply be turned off or on, they must make a written request to the Board using the TURN-ON AND TURN-OFF OF SUPPLY form. The Board or authorized representative of the Board shall make an appointment with the Customer within seven (7) business days to turn-off or turn-on water. The Customer or an agent of the Customer must be present when the water is turned off or on. The Customer shall pay a fee described in the Rate Schedule. The Customer shall continue to pay for the service even when the water is turned off. This arrangement is only available to Customers with accounts that are paid in full. The Board has the right to deny request for turn off or on, and if they were to deny such request, a letter shall be sent to the Customer explaining why within seven (7) business days of the request.

3.8. INTERRUPTIONS OF SERVICE

The District will exercise reasonable diligence in supplying satisfactory and continuous service, but cannot and does not guarantee a constant and uninterrupted water supply. The District reserves the right to temporarily interrupt water and sewer service to its Customers, and shall make reasonable effort to avoid interruption of service. When an interruption of service can be foreseen, the District will attempt to schedule its activities in accordance with its Customers' needs. Any interruption will be of as short of duration as practicable under safe operating conditions, and shall be re-established with reasonable diligence.

3.9. VARIATIONS IN SERVICE

The water pressure and capacity of the District's facilities may vary in different areas. In most locations, and under normal operating conditions, the static pressure supplied by the District will be between 20 and 150 pounds per square inch, gauge. As protection against the installation of unsuitable fixtures and equipment, Customers must ascertain from the District the type of service available at their point of delivery. As an example, in some areas Customers may be requested to install, at their expense, pressure-reducing devices on their fixtures and appliances because of high water pressures that exist in the District's base system, or in other areas sufficient water pressure may not be available to supply adequate fire suppression water without first installing, at the Customer's expense, auxiliary equipment such as booster pumps and storage tanks.

3.10. EXPANSIONS OF THE DISTRICT'S BOUNDARIES

The District is not obligated nor required to provide service beyond FSWSD boundaries until the Board enlarges its boundaries in accordance with state law, and can be assured

that the water and sewer systems will meet any increased demands. If a prospective Customer whose property is outside of the District's boundaries would like to receive service, the following process must be followed and approved by the Board.

1. **Petition for Annexation of Land to the District.** To initiate the process of petitioning for annexation to the District, the applicant must file with the District either an **Annexation Petition**, **OR** an **Application for Annexation**.

- a. **Annexation Petition:** If the applicant would like to have the Board pass an Ordinance allowing the annexation subject to approval of the voters of the District, then the petition must be signed by at least 10% of the registered voters within the property to be annexed. (Sections 7-13-2204 and 7-13-2341(1), MCA) The Board shall cause to be published a copy of the text of the petition in the local newspaper at least twice prior to the hearing on the petition, pursuant to Sections 7-13-2205, MCA and 7-1-2121 MCA. The Board shall hold a special public hearing scheduled by the District, (unless a longer period of time is agreed to in writing by the petitioner), but in no event shall the hearing occur prior to the 21st day after the submission of the petition to the District. After the conclusion of the hearing, the Board may pass an ordinance authorizing the annexation of the land as petitioned, make changes in the proposed boundaries that are considered advisable, or refuse to pass an ordinance until more information is provided to the Board. When passed by the Board, the ordinance must be submitted for adoption or rejection by the vote of the electors in the district and in the proposed addition at a general election, a special election that is conducted by mail ballot, as provided in Title 13, chapter 19, or at a special election that is held in conjunction with a regular or primary election.
- b. **Application for Annexation:** If it is the applicant's intent to have the District's Board make a determination (pursuant to Section 7-13-2341(5), MCA) that excess capacity in the water and sewer system exist and the land proposed to be annexed is contiguous to the District boundaries, then the Application must include the signatures of all property owners of the land proposed to be annexed. To initiate the process of petitioning for annexation to the District, an applicant must complete an Application for Annexation, and file with the District an Annexation Petition. The Petition must include the signatures of all property owners of the land proposed to be annexed. Upon receipt of a completed application, the District's Board, staff and consulting engineer shall review the application and submit a copy of the application to the County Planning Office if applicable and provide notice with the District's next monthly water and sewer bill and to vacant land owners that the Board has received an application for annexation. Within 60 days of the date of submission of a completed application

the District shall complete its review (unless a longer period of time is agreed to in writing by the applicant). The District shall, upon completion of its review, submit a report to the applicant indicating the Board's preliminary determination as to excess capacity (if any) of the water and sewer systems to handle an increase in number of users and any determination of additional requirements necessary for the applicant to complete prior to hooking up to the District's systems. If the applicant then wishes to proceed, the applicant shall notify the District and the District's Board shall publish notice of the text of the Petition and hold a special public hearing scheduled by the District to discuss its report with the applicant and hear comments from the public on the proposed annexation and the availability of excess capacity in the system. After the hearing the Board may decide to present the petition to a District wide vote or to adopt an ordinance approving the annexation. Any final approval by the Board of the proposed annexation after the hearing will be accomplished by passage of an ordinance which will contain the additional requirements for connection to the District's systems determined by the Board to be necessary for annexation. Notice of the passage of an ordinance approving the annexation shall be sent with the next month's bill. The ordinance approving the annexation will be effective one month after such notice is mailed unless a petition requesting an election on the annexation is filed with the District during such one month period and is signed by 40% or more of the members of the District.

2. **Application Fee**: In order to pay for the costs of publication and of the election or the cost of an engineer to assist in determining "excess capacity", the District will charge the applicant an appropriate fee to reimburse the District's expenses for an application.
3. **Funding of Water and Sewer System Improvements in Area to be Annexed**: It is a condition to annexation that all water and sewer system improvements for the annexed property shall be designed and constructed in accordance with the District's adopted standards, the Montana Department of Environmental Quality (DEQ) standards, and any other applicable local, state, or federal regulations. It is a further condition to annexation that all required water and sewer system improvements will be paid for by the owner of the property up to the point of connection with the District's existing system. The improvements may also be financed, depending on marketability, by use of the special assessment levies provided in Section 7-13-2280-2290 or 7-13-2349, MCA. The District Board may also require the applicant pay for any attendant increases in size of existing collection lines or lift stations caused by the anticipated increases in flowage from the property to be annexed.

4. **Review Fee After Approval of Annexation:** The District may charge a fee equal to the fees charged the District by its engineer for review by the District's consulting engineer of the final design plans submitted by the applicant.
5. **Annexation Does Not Guaranty Availability of System Services:** The annexation of any property into the District does not guarantee that water or sewer services can be supplied by the District to the property to be annexed at specified times or costs. If the petitioner desires a specific number of equivalent residential units of capacity be reserved for the annexed property (i.e., more than one for each separately owned parcel of land in the area to be annexed), that request must be clearly stated in the Petition. If more than one equivalent resident unit is intended to be reserved for any separate parcel of land to be annexed, the owner of such parcel must provide a statement from the County Planning Office that the proposed use of such property for more than one residential unit has been approved by the appropriate County subdivision process or is exempt from the subdivision review process. The fees for reserving such capacity are described in the District's Rate Resolution.

3.11. EXTENSIONS OF THE DISTRICTS' BASE SYSTEM

The District shall maintain and repair its lines and facilities on its side of the point of delivery, but shall not be required to install, maintain, repair or replace any lines or facilities on Customer's side of the point of delivery.

Unless waived by the Board and confirmed in writing signed by an authorized agent for the District, the applicant for approval of an extension or connection to the District's Base System shall comply with the following requirements.

1. **Written Application.** The applicant shall submit the request for an extension and connection to the District's Base System by written application for review and approval by the District.
2. **Subdivision Plat or Parcel Description.** The applicant shall submit a certified copy of the subdivision plat or Certificate of Survey duly approved by the County authorities with a full legal description, covering the area to be served by the proposed extension of the base system.
3. **Engineer.** Pursuant to and in accordance with MCA 18-2-121, all extensions of the Base System shall be under the direct charge and supervision of a professional engineer licensed in the State of Montana. All plans and specifications for extensions of the Water/Sewer system shall bear the seal and signature of a professional engineer licensed by the State of Montana, MCA 18-2-122.
 - a. The applicant shall retain a duly licensed engineer, at applicant's own expense, for the purpose of designing the proposed extension, inspecting and supervising

the construction and contractor's performance, certifying the completion of work in compliance with District requirements, and providing "as built" drawings for recording purposes. The engineer, the engineering Scope of Services Agreement with the applicant, and the engineer's plans shall all be subject to Board approval.

- b. Upon application for an extension, the applicant shall submit the name of the proposed engineer, together with the engineer's Scope of Services Agreement setting forth the duties to be performed by the engineer on the extension and its installation. The engineer's Scope of Services Agreement shall at a minimum provide that the engineer will be present on site to inspect and supervise the contractor's performance, back fill, pressure testing, chlorination, and Bacteriological tests of the water mains and connection to the sewer system installed, and the minimum inspection time estimated therefore that the engineer will be present during 100% of the time when the main line is being laid and when concrete is poured; that the engineer shall inspect the contractor's work and make certification of inspection and completion to the Montana Department of Environmental Quality and the District that the construction has been completed in accordance with the Montana Public Works Standards and these Rules and Regulations. The engineer will provide a set of record drawings reflecting the extension "as built" for recording to the District and the Montana Department of Environmental Quality within ninety (90) days of final completion.
- c. Upon review of the application, the engineer, and the engineer's Scope of Services Agreement, the Board shall advise the applicant in writing of its decision to approve or reject the engineer or the engineering agreement. Upon approval of the engineer and the engineer's Scope of Services Agreement, the engineer may draw up plans for the extension and its construction for submission to the District and to the Montana Department of Environmental Quality for final approval prior to construction. The construction, alteration, or extension of any system of water supply, water distribution or sewer system connections without first submitting necessary maps, plans and specifications to the State Department of Environmental Quality for their advice and approval is prohibited, MCA 75-6-112(3)
- i. The District may have the submitted plans reviewed by their engineers before final approval; however, the District assumes no responsibility or liability for any defects in such plans, whether or not they are reviewed by the District's engineers and approved by the District, and any or all responsibility and liability for any such defects, and the corrections therein

shall be the sole responsibility of the applicant, its engineer, or the contractor on the project, as may be appropriate.

- ii. Final construction plans for extensions of the water system shall be engineering design drawings on standard plan-profile sheets. All plans shall be based upon NAVD88 vertical datum and NAD83 (1992) horizontal datum.

- 4. **Contract Documents and Project Materials.** Upon submission of the application, or upon submission of the engineer's plans after preliminary approval of the engineer and the engineer's Scope of Services Agreement, the applicant shall submit to the District a proposed set of all contract documents and materials to be used in construction of the extension. All materials used in the project must conform to American Water Works Association Standards in effect ten (10) days prior to the bid date, the Montana Public Works Standards Standard Specifications and Addendum's as adopted by the District and/or District Rules and Regulations and District specifications. All contract documents and materials are subject to District approval prior to construction. The contract documents shall include a two-year (2 year) warranty and guarantee by the contractor, effective from the date of the engineer's certification of completion of the project accepted and signed by the Engineer, Owner and the District, providing that the contractor will correct, replace, or repair any and all defects or other problems with the line in accordance with the Montana Public Works Standards and Regulation 5-10 of these Rules and Regulations.
- 5. **Final Construction Agreement.** If all of the foregoing are approved by the Board, a final Construction Contract shall be entered into between the owner, the District, and the contractor. In addition to the foregoing requirements, the agreement shall provide that the owner is responsible for and shall pay all costs associated with the extension, including those costs of the District related to the extension, other than costs approved by the Board.

3.11.1. EXTENSION STANDARDS

The Board shall determine the size, type, quality of materials, depth, and location of extensions to the base system. The Board shall establish standards for use in the design and construction of extensions, and all extensions shall be in compliance with those standards. Water and sewer authorizations shall be classified for either residential or commercial use. Such classification shall be determined by the District based upon plans, specifications and such other information as the District may require, which shall accompany the request for an authorization. The District shall approve or disapprove a request for an authorization within ten (10) working days from the date application is made for the authorization. The authorization shall not be valid until endorsed by the District, who shall determine the size of the connection line.

3.11.2. EXTENSIONS CONSIDERATIONS

Extensions will only be considered by the Board under the following conditions.

1. The extension shall comply with all applicable provisions in these Regulations and all federal, state, and local laws.
2. Applicants requesting extensions will be responsible for securing all rights-of-way, licenses, and permits that may be required in order to construct, operate, maintain, repair and replace the facilities.
3. The cost of construction will be borne by the applicant unless the District specifically requests the over sizing of the facilities and agrees to participate in the cost of construction.
4. The applicant shall agree to pay to the District an assessment for capital improvements to the base system, which will be determined by the Board. The assessment shall be payable in full prior to connection.
5. Additional Customer's installations, or an enlargement of a Customer's installation shall be considered by the District as special services, and the appropriate capital improvement fees will be computed on an equivalent basis by the Board and shall be due to the District.
6. By approval of an extension, the District only gives the applicant the assurance that, with respect to the planned construction as commitment, subject to compliance with all laws, codes, ordinances, and regulations, upon completion and compliance with these Regulations the District will permit a connection with the District's base system of the proposed extension.
7. Payment for service shall be in accordance with the District's approved rate schedules.
8. The owners of the property to be served agree that noncompliance with these Regulations and failure to pay due bills shall permit the District to suspend service.
9. The applicant's service and extension agreements are non-assignable to other property.
10. All extensions shall be made to the farthest limit of the property to be served. In all cases, the District shall determine the size of extension to its base system; however, in no case shall any water main less than eight (8) inches in diameter be placed in the District's base system when that main must provide fire suppression water. If the District's engineers specify that a six (6) inch water main is adequate, the Board may waive this requirement for the eight (8) inch main and approve a six (6) inch main.

3.11.3. EVALUATION OF EXTENSIONS

The Board shall grant extensions of the base system to applicants within the District in a non-discriminatory manner. The following considerations shall govern the granting of extensions by the Board:

1. An extension shall be self-supporting and shall not be a liability on the District;
2. Sound engineering, economic, and business principles shall be used by the Board to determine the feasibility and reasonableness of any extension;
3. Extension of the District's base system shall be approved by the Board only if the Board finds the present facilities are adequate to provide service to the new area without reducing the overall quality of water service of existing members of the District. The Board may require the applicant to pay for an analysis of the proposed extension by the District's engineer.
4. Extensions shall comply with the provisions of these Regulations, the standards of design and construction, and such other rules and/or regulations the Board may adopt.
5. Extensions shall extend the base system to the farthest point or points of their subdivision development. Extensions shall be looped to avoid dead ends within the system, unless otherwise approved by the Board and the Montana Department of Environmental Quality.
6. If a proposed extension is found to be of such size and length, and the water consumption and revenues would be so minimal, that the District's obligations of maintenance and repair are disproportionately great and would impose a burden on other District Customers, the Board may decline the extension or the Board may require an agreement with the Customer to offset the District's additional burden of repair and maintenance requiring the Customer to fund the repair and maintenance costs of the extension. These costs are in addition to other appropriate fees required by the District.

3.11.4. LOCATION POINT FOR CONNECTION OF EXTENSIONS

The location of the point of connection of extensions to the District's existing base system shall be determined only by the District. The Determination shall be based upon findings that reasonable District standards are followed in fixing the location of the point of connection and that no substantial deterioration of the overall quality of water service to existing Customers will result from permitting such connection. Fire suppression water in sufficient quantities and pressures to serve the new extension shall also be considered.

3.11.5. EXTENSION RIGHTS-OF-WAY, EASEMENT RIGHTS-OF-WAY, GRADES, AND PERMITS

The District is not required to allow extensions of its base system in other than public streets, rights-of-way, or easements, or when final grades have not been brought to those officially established by public authority for said streets or rights-of-way. Applicants requesting extensions of the District's base system shall be responsible for securing at their expense all rights-of-way and/or permits that may be required in order

to construct, operate, maintain, repair, enlarge or replace the facilities to be extended. All rights-of-way agreements shall be subject to the District's approval and shall meet the District's standards for such type of agreements, and said agreements shall be granted to the District. All main line extensions shall be placed in public right-of-way unless otherwise preliminarily reviewed and approved by the Board where circumstances prevent the installation in a public right-of-way.

3.11.6. OVERSIZING OF EXTENSIONS

The Board may direct the applicant to install larger facilities than that reasonably required to serve the area included in the applicant's extension agreement; however, in such an event, the District will be obligated to pay for the additional cost of materials over and above the cost prevailing for those materials of the size actually required to be constructed by the applicant, as determined by the Board.

3.11.7. OWNERSHIP, OPERATIONS AND MAINTENANCE OF EXTENSIONS

The ownership for all extensions constructed within public streets and rights-of-way shall be vested solely in the District after the appropriate fees and warranty period have been met. The ownership for all extensions constructed at the District's expense shall be vested in the District regardless of their relative location. The ownership for an extension constructed by private contract shall be conveyed to the District by the applicant at the time of construction completion. The District shall undertake the operation of extensions immediately after approval, conveyance, and acceptance by the Board. The District will assume maintenance and responsibility after the contractor's warranty expires, which shall be two (2) years from the date of the engineer's certification of final completion. If the improvements are built by a Rural Special Improvement District (RSID), the RSID shall enter into an agreement with the County of Big Horn to cause the facilities to be transferred to the District upon paying off of the RSID bonds.

The District shall have no responsibility for operation or maintenance of any line or facilities it does not own, but the District may discontinue water service to any such line or facilities, or portion thereof, if in the opinion of the District such line or facilities, or portion thereof, is in dangerous condition or may interfere with the District's operation, provided however, that the District shall have no duty or obligation to inspect any such line or facilities.

3.11.8. FINANCING EXTENSIONS

When the District's base system is to be extended to serve a prospective Customer, the Customer shall be required to pay all costs of the extension unless the District specifically requests over sizing of the facilities. All in-tract facilities required to serve a subdivision or other type development, including connecting loops and cross-tie mains,

as well as the mains in, to, around and through said subdivision or development, shall be installed at the expense of the prospective Customer.

When special facilities need to be constructed to make service available or provide additional service to a Customer, the District may require the Customer to enter into a special extension agreement where they may be required to finance the construction of the special facilities prior to being granted service.

3.11.9. EXTENSION CONTRACTS

All contracts negotiated with the Fort Smith Water and Sewer District will be reviewed by the District engineers and attorneys and will be signed by all parties prior to the start of construction. Costs associated with engineering and legal reviews will be charged to and paid by the customer.

3.11.10. WATER MAIN CONSTRUCTION FEES

Prospective Customers requesting a connection to a water main, which abuts and fronts their property and which was installed by the District, may be required to pay to the District a water main construction fee/ hookup fee prior to being granted a connection to the water main. The fee shall be assessed on the basis of the proportional benefits accruing to the property in question and the current cost of installing water mains. The District will require all fees paid in full prior to the start of construction. When the District, at its expense, installed the original water main in question, the District may account for and use those construction fees so collected in the same manner as they would any other District general revenue.

3.11.11. CONSTRUCTION COMPLETION DATE

Construction on all water line extensions must commence within two (2) years from the date the agreement has been signed by the Board of Directors. If construction has not started within the two years, the agreement will be considered null and void and the applicant must make re-application, pay any required fees and renegotiate the agreement and the request for water service. The applicant can extend the two-year commitment by using the water service. Use of the water service shall be established by either:

1. Implementing the water extension by hooking into the existing system and creating an individual water membership for the extension in accordance with the rules and regulations of the District upon which lot or completed lot of the area to be served by the proposed water extension; or
2. By paying all of the applicable fees required for a water service connection to be put to use, such as paying the required maintenance assessment, the cost of extending the water lines to the land or subdivision, the cost of any charges of the District required for servicing the property, the cost or minimum base monthly charge for each water service connection.

3.11.12. REIMBURSEMENT

The District agrees to adopt a schedule to charge new customers a fee for hooking onto new extensions. Said fee will be commensurate with the benefit derived by the new customer which was paid for by the one making the original extension. The funds collected shall, if practical, be remitted to the owner making the original extension if he still owns the land. Said right cannot be assigned to a third party without prior approval from the District.

3.12. WATER CONSERVATION

It will be in the best interest of the citizens of the District that proper and adequate provision be made for the enforcement of a Water Conservation Plan pertaining to and governing water service, and for violations to be subject to a penalty.

The plan would become effective upon a finding by the management of the District that a probable water shortage problem exists. When it can be anticipated that there is a distinct possibility of a water distribution shortfall, the following plan will be implemented until it can be determined that the emergency no longer exists. Depending on the expected severity of the problem it is possible that stages II and III might be implemented immediately. Requests for public cooperation would be made through the hand delivered notices, notices posted in the local post office, public businesses, or via news media.

The Board may specify the hours and days during which sprinkling will be permitted, where sprinkling is the applying of water to gardens, lawns, shrubs, trees, sidewalks, or for washing vehicles, buildings or other equipment or structures. When a District employee discovers any customer violating the hours or days for sprinkling service, he shall deliver to the Customer a copy of the notice of hours and days of sprinkling and shall advise the Customer that they are in violation of these Regulations. If the Customer is found in violation of this particular Regulation once more in any season, they will be notified by registered mail that one more violation will result in suspension of service.

3.12.1. Stage One Voluntary

Requested voluntary conservation and compliance with the following restrictions:

1. no washing of sidewalks, driveways, parking areas, patios, or other paved areas;
2. no refilling of swimming pools with water furnished by the District;
3. no washing motor vehicles, trailers, or boats;
4. no water to be used for dust control;
5. no flushing of mains, except to alleviate specific complaints;
6. commercial and industrial users to conserve water as much as possible.

If, after the initiation of Stage One, weather conditions, expected trends in demand, or other factors indicate that the threat of a shortage will continue, the additional provisions of Stage Two will be implemented.

3.12.2. Stage Two Voluntary

Stage One restrictions would remain in effect plus the following:

1. no use of water from a fire hydrant except for fighting fires;
2. watering of any lawn, garden, trees, or other plants is prohibited, except from a hand-held container;
3. commercial/industrial users to reduce usage by 30%.

If, after initiation of Stage Two, it appears that the shortage will continue or worsen, the mandatory measures of Stage Three would be implemented.

3.12.3. Stage Three Mandatory

All restrictions listed in Stage One and Two would become mandatory, plus all commercial and industrial users would be required to adopt previously submitted water conservation plans.

Any person who shall violate any of the mandatory provisions of the plan, or any commercial / industrial user who fails to submit a conservation plan acceptable to the District shall be considered in noncompliance.

3.12.4. EMERGENCY RESTRICTIONS

In the event of a major emergency that requires the immediate curtailment of the use of water supplied either directly or indirectly from the District's facilities, the District shall have the authority to impose on any or all customers such restrictions as may be deemed necessary for the protection of its Customers' health and welfare.

4. CUSTOMER'S RESPONSIBILITY

4.1. OWNERS DUTY TO USE FSWSD WATER AND SEWER SERVICE

Within the FSWSD, property owners shall use the FSWSD water and sewer service. The owner of a premises used for human occupancy, employment, or recreation, which is situated within the District and abuts on any street, alley or right-of-way in which there is located a public lateral sewer of the District within one hundred feet of the property line, shall install suitable toilet facilities at their own expense and connect such facilities directly with the District's sewer and water system. The connection shall be made within ninety (90) days after the owner is given official notice to make the connection.

Use of the sewer system is only available if the owner uses the District's water system, and the water system is only available if the owner uses the sewer system. The

Customer shall be responsible for the Customer's installation on Customer's side of the point of delivery, and for the water after it passes the point of delivery. The Customer shall exercise reasonable care in protecting the District's meter and other District-owned equipment, and the Customer shall be responsible to the District for any damages to the District's meter due to vandalism.

If a customer wishes to subdivide their property they must, at their expense, install an individual water and sewer service to each habitable structure so as to have at least one service per individual parcel with a habitable structure. This work must be performed prior to selling their property as individual parcels.

4.2. APPLICATIONS AND AGREEMENTS FOR WATER AND SEWER SERVICE

4.2.1. EXTENSION OF BASE SYSTEM

Applications for the extension of the District's base system or for the introduction of water and sewer service shall be made to the Board using an Application for Water and Sewer Service Form, and applicants shall pay the appropriate fees. This is a request for an extension of the District's base system only, and does not constitute a contract for extension of service until the application is accepted and approved by the Board.

4.2.2. EXPANSIONS OF THE DISTRICT'S BOUNDARIES

If a prospective customer whose property is outside of the District's boundaries would like to receive service, the applicant must file with the District either an Annexation Petition, **OR** an Application for Annexation.

4.2.3. INTRODUCTION OF WATER SERVICE

An application for the introduction of water service to any premises shall be signed by the owner of said premises and shall be made on the regular form furnished by the District for this purpose. Customer shall, at the time water service is provided, pay to the District all costs of installing that portion of customer's installation which is installed by the District in public right-of-way.

Whenever a tap is made through which regular service is not immediately desired, the applicant requesting said service will bear the entire expense of tapping the main and installing the customer's installation from the water main to the premises to be served.

4.2.4. INTRODUCTION OF SEWER SERVICE

The applicant for the sewer service line installation permit shall notify the District when the authorized work is ready for inspection. Connection of a sewer service line with the public sewer shall only be made under the supervision of the District. Persons requesting an inspection shall be ready to have such inspection at the time designated.

4.2.5. SERVICE AGREEMENTS

The District contracts with owners of property or their legally authorized agents. Prior to being granted service by the District, the owner of a property agrees in writing to comply with these Regulations and to become a Customer of the District.

A Customer or prospective Customer is required to sign one of the District's Service Agreement Form prior to granting of water and sewer service by the Board. Customers are required to comply with these Regulations and if they do not, they may be found to be in noncompliance.

4.3. ACCESS TO CUSTOMER'S PROPERTY, RIGHTS-OF-WAY, AND EASEMENT

Access to a Customer's property shall on occasion be required by the District, or by agents of the district, for reasons defined in these Regulations. Access at reasonable hours to a Customer's property shall be deemed to have been granted to the District by the Customer when the Customer accepts water and sewer service and signs the Service Agreement. A Customer, or prospective Customer, shall also grant to the District without charge all rights-of-way, permits, licenses and inspection certificates necessary for the supplying of water and sewer service. If an easement is required, access shall be allowed in full accordance with the terms of the negotiated easement agreement. When working within public rights-of-way or utility easements, persons shall comply with the traffic control and construction signing standards of the agency having jurisdiction and control over the rights-of-way and easements involved. In any case, all excavations shall be adequately guarded with barricades and lights so as to protect the public from hazard.

4.4. PLUMBING INSPECTION REQUIREMENTS

The plumbing upon any property which is to be connected with the District's base system shall comply with the building codes in effect at the time of the inspection. As a condition and a prerequisite for the continuing use of the District's water and sewer system, a District employee may inspect the plumbing on such property and require the owner or occupant to comply with the latest codes. No water will be furnished unless the plumbing to the meter in said buildings, structures, or other properties has been inspected and approved by a District employee.

4.5. WATER SERVICE USE REQUIREMENTS

4.5.1. CUSTOMER'S INSTALLATION

The District will install and maintain water mains inside the district. The District will have installed, at Customer's expense, a corporation stop or valve, a service pipe, meter box or vault, backflow prevention device (if required), pressure reducing valve, and curb stop from the main line to the property line at a place approved and designated by the District. The Customer will install inside piping, appliances, and all other apparatus on Customer's side of the point of delivery. A Customer's installation shall meet the

specifications of the District. The District may set forth a time limit for construction completion and the construction must be completed within the time period designated by the District.

Customer shall notify and get written permission from the District prior to performing any construction, maintenance, replacement, or repair of the Customer's installation that might overload or adversely affect the District's facilities. Customer shall notify the District of any proposed changes or increases in his installation which might overload or adversely affect the District's facilities. Customer shall describe what work is to be done in detail including how long the work will take to complete. This notice will allow a District representative to be present or available while work is being performed in case of a water line break or other emergency. If this policy is not followed and the District must make an emergency response to the situation, then the District may charge an appropriate response fee to the Customer. Use of equipment by the Customer which prevents the District from achieving its obligation of providing satisfactory water service to all of its Customers shall be immediately corrected by the Customer.

All expenses of installing, repairing, maintaining, enlarging and replacing the Customer's installation, shall be borne by the Customer. Customer shall, at all times, keep their installation in good condition and repair at their own expense and all waterways closed when not in use. Leaky fixtures and appliances must be repaired at once without waiting for notice from the District.

The District may require the Customer's installation to be placed in a condition conforming to the District's specifications and the standards of good practice for similar lines or facilities before furnishing or restoring water service. Furnishing of water service to any Customer shall be contingent upon the Customer's use of a type of connection which is approved by the District that is capable of protecting the District's water supply from backflow.

Once the Customer's installation has been constructed they shall be deemed to be permanent by the District and shall not be transferable to serve other property, nor shall they be relocated or enlarged to serve the same property without approval from the District. In no case shall customer extend his water service facilities across or under a street, alley, lane, court, avenue or other public or private space under different ownership in order to obtain a rate advantage by taking service for two or more premises.

4.5.1.1. LOCATION OF CUSTOMER'S INSTALLATION

Customer's installation shall be connected to the water main in the public right-of-way. The service pipe of the customer's installation shall be installed normal to the water

main's axis. Customer's installation proposing to have the service pipe located in the following manner will not be approved by the District:

1. parallel to, and within, public rights-of-way;
2. so as to cross private property not owned by the Customer requesting the installation;
3. in or along alleys;
4. so as to cross public rights-of-way to effect the interconnection of different parcels of land;
5. in violation of sound District practices.

4.5.1.2. ARRANGEMENT OF CUSTOMER'S INSTALLATION

Customer's installation shall in all cases be so arranged that the supply of water to each premises, dwelling, or building may be controlled by a separate curb stop, placed one (1) foot from the property line in the public right-of-way, or at a place agreed to by the District, under these regulations. The following arrangements for customer's installations will not be permitted nor allowed by the District, unless approved by the Board:

1. having domestic service pipes interconnected with private firelines or facilities;
2. having a service pipe installed parallel to the property line of a side street so as to affect a connection to a water main which does not abut the property desiring service;
3. having a branch pipe connected to the Customer's service pipe at a point upstream of the District's meter;
4. providing service to more than one (1) premises from a single customer's installation;
5. requiring more than one (1) domestic customer's installation per individual building and/or structure, excluding condominiums or apartment complexes approved by the Board;
6. providing service to more than one (1) building by extending the interior plumbing from one (1) building to another; and
7. having private service pipes and/or mains crossing public rights-of-way to affect the interconnection of properties under one (1) ownership.

4.5.1.3. SERVICE PIPES

The minimum diameter of service pipes to be installed to serve previously unserved property shall be three-fourths (3/4) inch. Service pipes installed to replace existing service pipes may be equal to the diameter of the service pipe that is being replaced, but under no circumstances less than 3/4 inch inside diameter. In addition, service pipes for Customer's installation shall conform to the District's standards for potable water service pipe and be of uniform diameter from the water main in the street to the

District's water meter installation. When it is desired by the Customer to increase the service pipe size either during replacement or for any other reason, the Customer will first contact the District and pay for any District fees associated with the increase in service pipe prior to installation.

The service pipe must be laid at least six (6) feet below the established street grade and at least six (6) feet below the surface of the ground on the Customer's premises or at a standard depth, designated by the District, to prevent freezing.

4.5.1.4. MISCELLANEOUS DEVICES

The District may require a customer to install, as a condition of water and sewer service and at the customer's expense: an approved backflow prevention device, an approved expansion tank, an approved pressure reducing device, an approved pumping device or any other similar type device that the District deems necessary to protect the facilities of the District water and sewer systems, its service products, or the facilities of its Customers.

The customer shall be responsible for the testing, operation, and maintenance of all such devices. The Board may require the customer to submit periodic test results on devices certifying that the devices have been checked by an authorized service representative and are in good working order. In the case of back flow prevention assemblies, the Board may require that only certified backflow prevention assembly testers are allowed to perform such tests and that all such tests be performed prior to permanent use of the assembly as well as periodically thereafter. The Board shall determine the frequency of performing all required tests.

4.5.2. UNAUTHORIZED ACTS

Without first obtaining a written authorization from the Board, any Customer, plumber, person or entity shall NOT:

1. make any connections with or opening into, extend, use, alter or disturb the District's water system;
2. open, close, turn, or interfere with, any appurtenance belonging to the District;
3. connect to the customer's installation to serve any separate structure on or off the customer's property;
4. make connections to the customer's installation between the water main and the customer's water outlets.
5. turn on or off the water to any customer's premises at the curb stop;
6. obstruct any rights-of-way which prevents the use and access by employees of the District, unless such obstructions are specifically permitted by the public authority having jurisdiction in the case of public rights-of-way, or under the terms of an easement agreement;

7. cross-connect with a foreign source of water in such a manner that there is a possibility that water or other substances from may flow, be siphoned, or be forced into the District's base system.

4.5.3. RESALE OF WATER

The District's approved rate schedule covers the sale of water for the sole and exclusive use of the Customer. Service shall be used by the customer only for the purposes specified in the service agreement, contract, or applicable rate schedules. Customer shall not re-meter, share, sell, or permit other individuals to use the service or secure water through customer's service line for the purpose of supplying water to said individual's property without the prior approval of, and written permission from, the Board.

If such unauthorized use of water or services is permitted to continue 24 hours after a Customer receives a written notice from the District to discontinue such use, the water supply to said Customer shall be turned off by the District.

4.5.4. SEASONAL CONSTRUCTION, SHORT-TERM, OR TEMPORARY SERVICE

Contractors, builders, or owners are required to take out a District permit for the use of water for building and other purposes in construction work. Customers are warned not to allow contractors to use their fixtures unless they produce a permit specifying the property on which the water is used. The District may require prospective Customers to pay in advance the estimated cost of connecting, disconnecting, installing, and removing the facilities required for rendering seasonal, construction, short-term or temporary water service, including service provided from fire hydrants. However, all facilities for providing water for the aforementioned purposes shall be metered.

4.6. SEWER SERVICE USE REQUIREMENTS

4.6.1. CUSTOMER'S INSTALLATION

Sanitary sewer service lines and appurtenances, including the connection with the public sewer, are owned by the owner of the property served. The location and arrangement of building sewers shall be approved by the District prior to the construction. Owners shall keep their sanitary service lines and appurtenances, as well as the connection with the public sanitary sewer, in good repair and condition at all times. The person installing, making connections to, or making repairs, alterations or extensions to sewer lines and appurtenances, shall repair at their expense any damage to the public sanitary sewer caused by their operations. They shall not allow any ground water, surface water, mud, gravel, sand, rock, septage or other similar type materials to enter the sewer system and if any such material is allowed to enter the system, it shall be immediately removed at their expense. In addition, they shall become liable to the District for any expense, loss or damage occasioned to the District by reason of their failure to prevent foreign material from entering the sewer system.

The District's approval shall be required for the admission into the public sewers any waters or wastes having the following characteristics:

1. A five day B.O.D. greater than three hundred milligrams per liter (mg/l);
2. More than three hundred fifty milligrams per liter (mg/l) suspended solids;
3. More than three hundred fifty milligrams per liter COD.

4.6.1.2. LOCATION OF CUSTOMERS INSTALLATION

Sewer service lines shall be connected to the public sewer located within the public right-of-way abutting and fronting the property to be served, and within the limits of the property's frontage on the right-of-way involved. Sewer service lines shall be installed perpendicular to the public right-of-way containing the public sewer to be connected with. If a parcel of land does not front a public sanitary sewer, then the property owner shall at their expense extend the public sewer the required distance in accordance with the District's regulations governing such extensions, prior to the District's granting a sewer service line installation permit.

The connection of the sewer service line with the public sewer shall be made at the wye or tee branch installed to serve the property involved. In the event there is no record on file at the District of a wye or tee branch for the property to be served, or if there is no wye or tee branch available within three feet from either side of the location given by the District, the person installing the sewer service line may be permitted, with written approval from the District, to tap the public sanitary sewer and install an approved sewer pipe saddle. This work shall be subject to the approval of the District and shall be at the expense of the installing contractor. The tapping of a public sanitary sewer having diameter greater than twelve inches shall be allowed only after receiving special written permission from the Board and then only in full compliance with methods and procedures the Board may prescribe. In no case shall sewer service lines having a diameter of less than eight inches be connected to any manholes located on the public sewer.

4.6.1.3. ARRANGEMENT OF CUSTOMERS INSTALLATION

A separate and independent building sewer shall be provided for each separate premises. In the event it is determined by the District that it is impractical to construct an independent and separate sewer to serve each building within a group of buildings which are located on a single parcel of land under ownership by a single entity, such as mobile home courts, planned unit developments and large commercial or industrial establishments, then the District may allow more than one separate building to be served by a single building sewer. However, the District's approval shall not be given in such circumstances until the property owner: provides the District with a copy of appropriate title memorandums and properly executes the District's covenant; records

the same with the County Clerk And Recorder; provides the District with a copy of the recorded document; and pays to the District the appropriate special agreement fee.

Whenever possible the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sanitary sewer, wastewater carried by such building drain shall be lifted by an approved means and discharged to the building sewer. Persons installing basements with floor drains should contact the District for information concerning the depth of the public sewer prior to commencing construction of such basements. It is recommended that users install a one-way valve in their building drain for the purpose of preventing the backing-up of wastewater into their buildings in the event a stoppage occurs in the building sewer and/or the public sewer serving the user's property.

4.6.1.4. SERVICE PIPES

The sanitary service lines shall be a minimum Schedule 40 PVC sewer pipe and/or other suitable material as approved by the District. All joints shall be tight and waterproof. Any part of the sewer service line or appurtenances located within ten (10) feet of a water service pipe shall be constructed in accordance with all applicable standards as determined by the District and the State of Montana Department of Health and Environmental Sciences Water Quality Bureau. If the sewer is laid upon unstable ground, as determined by the District, it shall be of cast iron soil pipe, except that nonmetallic material may be used if laid on a suitable concrete bed or cradle as approved by the District.

The size and slope of the sewer service line shall be subject to the approval of the District, but in no event shall the diameter be less than four inches. The slope of the sewer line shall not be less than one-eighth inch per foot and whenever possible one-quarter inch per foot.

4.6.2. PRELIMINARY TREATMENT FACILITIES

Where necessary, preliminary treatment of sewage may be needed. The owner shall provide proper treatment facilities at their expense. Plans, specifications, and other pertinent information shall be submitted for approval to the Board and the Montana State Department of Health and Environmental Sciences, Water Quality Bureau. No construction shall be commenced until approvals are obtained in writing. These facilities shall be maintained continuously by the owner who shall be responsible for effective operation, and cost of all materials. Upon direction of the Board, owners shall install a suitable sampling point with 24-hour access by District representatives to facilitate observation, sampling, and measurement of wastes. The sampling point shall be constructed such that the District can monitor flow and/or biological, chemical or

physical characteristics of the waste. The sampling point shall be approved prior to construction.

Where necessary, preliminary treatment of sewage may need to be provided:

1. reduce the BOD to less than or equal to three hundred milligrams per liter; the suspended solids to less than or equal to three hundred fifty milligrams per liter; and/or the COD to less than or equal to three hundred fifty milligrams per liter;
2. reduce objectionable characteristics or constituents to within the maximum limits; or
3. control the quantities and rates of discharge.

Grease, oil, and sand interceptors shall be provided when they are necessary for the proper handling of liquid wastes containing grease, flammable wastes, sand and other harmful ingredients. Interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for cleaning and inspection.

Where preliminary treatment facilities are provided for any water or wastes, they shall be maintained continuously by the owner who shall be responsible for the effective operation thereof and the cost of all materials.

4.6.3. UNAUTHORIZED ACTS

No person shall make connections of roof spouts, foundation drains, areaway drains, cooling water drains or other sources of surface runoff, ground water or unpolluted water to a building sewer or building drain which in turn is connected directly or indirectly to a public sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the District. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the District, to a storm sewer, combined sewer or natural outlet.

No person shall discharge or cause to be discharged any of the following described waters or wastes into any public sewer:

1. liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;
2. water or waste which may contain more than one hundred parts per million, by weight, of fat, oil or grease;
3. gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
4. good waste that has not been properly shredded. Wastes from the preparation, cooking, and dispensing of foods must be shredded to such a degree that all

particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than one-half inch in any dimension;

5. ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewerage works;
6. waters or wastes having a pH lower than 5.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewer system;
7. waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
8. waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
9. noxious or malodorous gas or substance capable of creating a public nuisance;
10. storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters into any sanitary sewer.

4.6.4. PROHIBITED ACTS

The following acts are prohibited.

1. No person shall place, deposit or permit to be deposited, in any unapproved manner upon public or private property within the District or in any area under the jurisdiction of the District, any human or animal excrement, garbage, or other objectionable waste.
2. It is unlawful to construct or maintain any new privy, privy vault, septic tank, cesspool or other facility intended to be used for the disposal of sewage.
3. It is unlawful for any person to discharge or allow to discharge any sewage, industrial wastes, or polluted waters into any natural outlet within or flowing through the District or, in any area under the jurisdiction of the District.

4.6.5. PRIVATE SEWAGE DISPOSAL SYSTEM

Only systems presently in use at the date of this ordinance being in full force and effect upon its final passage, as provided by law, shall be allowed within the wastewater service area. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the District. Sludge and/or septage removal from private disposal systems shall be performed by private firms licensed by the County and the Montana State Department of Health and Environmental Sciences in accordance with the regulations of the County

Sanitarian and the Montana State Department of Health and Environmental Sciences.

When a public sewer becomes available to the property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned according to the County health officer.

No provision in this chapter shall be construed to interfere with any additional requirements that may be imposed by the County Sanitarian or the State of Montana Department of Health and Environmental Sciences.

5. CONTRACTING REQUIREMENTS

All construction will be accomplished by a contractor approved by the Board of Directors and/or Management, and authorization by the Board is required prior to construction. Contractors will be required to meet the requirements of these Rules and Regulations, Montana Public Works Standard Specifications, be currently registered with the State as a Registered Contractor, have public liability insurance naming the District as co-insured in a minimum amount set by the District, be bondable in the dollar amount of the project, have worker's compensation coverage or an exclusion granted by the State, and the ability to obtain any and all permits required by the District, County, State or Federal government. Contractors performing construction under a contract with the District will meet the necessary requirements of the individual contract pertaining to the specific project. Public contractors will not be subject to the authorization requirements as set forth in this section when stubbing-out service lines in conjunction with public line construction projects which have been previously approved in writing for construction by the Board of Directors. However, public contractors installing stubbed-out services shall not connect those services to any user-owned facilities without first having obtained authorization to do so.

Prior to construction, Contractors are required to:

1. have on file at the District's office a valid plumbing contractor's license or public contractor's license;
2. have on file in the office of the District a good and sufficient surety bond and a certificate of public liability insurance in accordance with the provisions of this section;
3. obtain any required excavation permits for excavating in public right-of-way;
4. pay any applicable fees;
5. obtain a written service line installation authorization; and

6. comply with all applicable local, state or federal laws.

Bond and Liability Insurance Requirements

Contractors are required to file with the District a bond equal to the amount of work to be completed. The bond shall be in a form approved by the District's attorney and shall indemnify and save the District harmless from any loss or damage that may directly or indirectly occur. A certificate of public liability insurance in an amount not less than \$1,000,000 must be also filed with the District. The certificate shall be conditioned to save the District harmless from any damage or injury whatsoever to any persons or property of any description, however owned, by reason of any work performed. A yearly bond and insurance certificate may also be required to be furnished. Subject to the approval of the Board combination surety bonds and combination public liability insurance certificates may be filed with the District that are properly conditioned to allow Contractors to make excavations in the public right of way; install, repair, extend, or alter water and/or sewer service lines; and/or make connections with the public water and/or sewer. The Board shall maintain a current list of all persons bonded to perform work.

Guarantee

Contractors shall guarantee for one year from the date of completion of work: all materials and equipment furnished and work performed and that the completed work is free from an defects due to faulty materials or workmanship. Contractors shall make such corrections as may be necessary by reason of such defects, including the repair of any damages to the public water and sewer system. The District shall give notice of any observed defects with reasonable promptness. In the event the Contractors should fail to make such corrections, the District may make arrangements for the performance of such work by others and charge the Contractor at fault the cost incurred. In addition to any other penalties, failure by the Contractor at fault to pay to the District within a three month period of time, such charge shall be just cause for the District to suspend or revoke the District business permits of the Contractor involved. This express warranty and guarantee shall not be construed to deny the District or any other affected person the right to make claim based on any applicable warranty implied by law.

6. METERING

6.1. INSTALLATION OF METERS

All water service lines connected to the District's water supply system will be metered by the District. The District shall furnish and install all pipe, fittings, and valves necessary for the metering facility in accordance with the District's standards and specifications, and shall test the mechanical accuracy of all water meters before installation. The

District shall not place in service or knowingly allow to remain in service without adjustment any meter that has a known error in registration of more than plus or minus three (3) percent. Final installation and connection of the meter shall be made by the District or its authorized agents. When a meter is installed at the request of a Customer, its installation is to be permanent unless the Customer elects to have it removed and pays all expenses for the installation and removal, or discontinues service. Service on a meter for the shorter period of six (6) months' will be considered temporary, and in such cases the customer will be required to reimburse the District for the actual cost of the labor in connection with the installation and removal of the meter.

All meters will be sealed by the District. The breaking of seals by unauthorized persons or tampering with the meter or the meter piping is prohibited by law and will be cause for immediate discontinuance of water service by the District. Such acts may be prosecuted as criminal theft (MCA 45-6-301) and the District may obtain judgment for three times the reasonable value of the water service and its costs, including attorney's fees and expert witnesses' fees (MCA 69-4-1101).

The cost of the original meter (first meter installed on a property) will be the responsibility of the Customer and will be assessed at the time of application for water service. The District, at the Customer's expense, will furnish, set, and maintain a 3/4 inch meter on all Customers' installations which are deemed by the District to be of a permanent nature. On installations requiring larger meters as determined by the Board, the Customer will pay the additional cost for the larger meter. In all cases, when a meter is installed by the District, the meter shall be located where it is easily and readily accessible for installation, removal, disconnection, servicing, and reading of the meter by District personnel. The District has the right to require remote readers to be installed at all locations.

6.2. REQUIREMENTS FOR METERING FACILITIES

All metering facilities shall conform to the following requirements:

1. District meters shall be set only in an approved, nonhazardous place by the District, and shall be maintained and made easily accessible by the Customer at all times. No lawn taps or any other type taps are permitted on Customer's installation between the water mains and the District's meters.
2. District meters shall be set in a horizontal position in the customer's installation.
3. The Board will determine in all cases the size of the meter to be installed.
4. The following tables shall be used to determine the minimum size service line for commercial customers. To use the tables follow these steps:
 - a. Table 1:
 - i. The Board shall identify the class of service;

- ii. determine the appropriate unit of measure for the service;
- iii. determine the minimum fixture units per unit of measure.

b. Table 2:

- i. Determine the developed length in feet of the cold water piping starting at the meter or the point where the service first enters the premises, whichever is closer to the water main;
- ii. find the appropriate developed length column using the higher number for length that fall between two (2) columns;
- iii. follow the column down to find the fixture units identified in table;
- iv. follow that row to the left to find the minimum service size.

Table 1: MINIMUM FIXTURE UNITS/UNIT OF MEASURE/STORY

Class:	Office	Multiple Family	Hotel	Dining, Drinking	School	Clinic	Hospital	Church
Fixture Units:	31	13	9	64	51	61	182	21
Unit of Measure:	5,000 sf	Unit	Unit	5,000 sf	5,000 sf	5,000 sf	5,000 sf	5,000 sf

Table 2: MINIMUM SERVICE SIZE

Based on length of cold water service and fixture units

Service Size	Premises Piping	Developed Length in Feet														
		40	60	80	100	150	200	250	300	400	500	600	700	800	900	1,000
		Fixture Units Length in Feet														
(inches)																
3/4	1/2	7	7	7	6	5	4	3	3	2	1	1	1	1	1	0
3/4	3/4	20	20	20	20	17	13	11	10	8	7	6	6	5	4	4

3/4	1	39	39	39	39	35	30	27	24	21	17	14	13	12	12	11
1	1	39	39	39	39	38	32	29	26	22	18	14	13	12	12	11
1	1 1/4	78	78	78	78	74	62	53	47	39	31	26	25	23	22	21
1 1/2	1 1/4	78	78	78	78	78	74	65	54	43	34	26	25	23	22	21
1 1/2	1 1/2	15 1	15 1	15 1	15 1	15 1	15 1	13 0	11 3	88	73	51	51	46	43	40
2	1 1/2	15 1	15 1	15 1	15 1	15 1	15 1	14 2	12 2	98	82	64	51	46	43	40
1 1/2	2	37 0	37 0	37 0	37 0	36 0	33 5	30 5	28 2	24 4	21 2	18 7	17 2	15 3	14 1	129
2	2	37 0	37 0	37 0	37 0	37 0	37 0	37 0	34 0	28 8	24 5	20 4	17 2	15 3	14 1	129
2	2 1/2	65 4	65 4	65 4	65 4	65 4	65 0	61 0	57 0	51 0	46 0	43 0	40 4	38 0	35 6	329

Service length is measured from the point where the service line enters the building or exterior meter pit where the last fixture is serviced including the length of all branch lines, but not less than forty feet (40') for any premises.

6.3. INDOOR METERING FACILITIES

All indoor metering facilities shall conform to the following requirements:

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

6.4. OUTDOOR METERING FACILITIES

All outdoor metering facilities for meters shall conform to the following requirements:

1. Small meters, one inch or smaller, shall be installed in the public right of way in meter boxes installed by the District and located not more than five (5) feet from customer's property line and at a point designated by the District. Customer agrees to pay for meter box installed by the District.
2. Large meters, over one inch, will be installed in a meter box or vault designed and constructed in accordance with District standards. The metering facility shall be located in the public right of way at a point approved by the District and near the Customer's property line. Outside meter boxes or vaults must be located near a driveway or turn-out and be accessible to District vehicles. Location of the meter box or vault shall be such that District personnel cannot damage lawns, shrubs, or other property nor interfere with the Customer's normal course of business nor be a hazard to customers and District personnel.
3. All meter boxes are the property of the customer and shall be maintained in good repair at the Customer's expense.

6.5. SPECIAL METER TESTS

On request of a Customer, the District shall, within ten (10) days after receipt of such request, make special meter tests. In case the meter is found to be registering correctly or in favor of the Customer, the cost of such testing, removal and replacement of the meter shall be borne by the Customer.

6.6. REPLACEMENT OF METER

Whenever a Customer requests the replacement of the water meter on his premises, the request shall be treated as a request for a test of the meter. In addition, the District will schedule all meters less than one inch in size to be replaced each ten (10) years, and all meters over one (1) inch in size to be replaced each five (5) years.

6.7. METER TAMPERING

Customers shall not interfere in any way with the meter after it is set in place. In case the meter seal is broken or the working parts of the meter have been tampered with or the meter damaged, the District may render a bill for the current month, based on an average of the last two (2) months, together with the full cost of repairing such damage to the meter, and may refuse to furnish water to the Customer until their account is paid in full. The District may also file theft of service charges against.

6.8. DAMAGED METERS AND EQUIPMENT

Whenever a meter, meter generator, remote wire, remote reader or any other meter equipment is damaged by the carelessness or negligence of the Customer, the District shall repair or replace the damaged equipment and charge the cost to the Customer. Failure to pay this charge shall be cause for the District to discontinue service to the Customer.

7. WATER AND SEPTAGE TESTING

7.1. WATER

The District shall provide water samples to the State Department of Environmental Quality as required by current regulations and to meet the requirements of EPA.

7.2. SEPTAGE

The District shall periodically test and analyze septage discharge to determine whether or not the provisions of these Rules and Regulations are being complied with. When required by the District, septage haulers shall obtain a sample of septage from each load of septage at the time of discharge into the waste disposal station. This sample shall be appropriately identified by the septage hauler and delivered to the District. All measurements, tests, and analyses of the characteristics of the septage to which reference is made in District ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, durations, and frequencies shall be subject to approval by the District.

8. BILLING

8.1. ESTABLISHMENT OF RATES

The District shall establish usage rates based upon historical and projected system operations and capital expenses. Users contributing wastewater strength concentration in excess of the normal range of B.O.D. and suspended solids are subject to an extra strength surcharge in addition to the regular service charge. The Board of Directors shall approve all rates to be charged sewer customers and shall insure that all customers are charged as equitably as possible. The FSWSO shall collect payment for water and sewer services provided by the District through additions to its Customer's bills as specified by the FSWSO rates fees, and Customers are required to pay their bills. The rates and fees for use of the system shall only be imposed upon the parties and properties which are connected to the system. The Board shall establish rates and fees for use of service by resolution. A copy of such fees and charges shall be made available from the District. Rates and fees shall be in compliance with laws, regulations, and rules as set forth by the Montana State Legislature, Montana Code Annotated.

8.2. METERING

All Customers' installations, except fire lines, shall be metered by the District. Where separate points of delivery exist for supplying service to a single customer, or separate meters are maintained for measurement of service to a single customer, each point of delivery or metering shall be separately billed under the applicable rate schedules or contracts. In no case shall customer extend his water service facilities across or under a street, alley, lane, court, avenue or other public or private space under different

ownership in order to obtain a rate advantage by taking service for two or more premises.

8.3. METER READING PRACTICE

The District shall normally read meters for all its customers on a monthly basis. The day of the month for reading any meter as determined by the District shall as closely as practicable be the same for each reading. In months where the meter cannot be read, after first making an effort to read the meter, the District may estimate the meter reading and use the calculated usage to render a bill for the Customer.

In months where the meter reader is unable to gain access to the premises to read the meter on their regular meter-reading trip, or in months where meters are not read, the District may provide an estimated water bill. If dogs, animals, or other adverse conditions prevent the meter reader access to the remote reader, the District may require, at the owner's expense, relocation of the remote reader to a location selected by the District.

Whenever a meter in service is found by test to be fast or slow beyond the limit of accepted accuracy, the District shall make an adjustment based on the corrected registration for the period of present Customer's occupancy in which the meter was registering incorrectly, if such period is known, and if not known, for a period of not exceeding sixty (60) days. Whenever a bill or bills have been adjusted or corrected as provided above, and whenever such adjustment amounts to \$1.00 or more, the District shall refund to Customer any amount found to have been collected in excess of the proper amount, or the District may require Customer to pay any additional amount due.

When a meter fails to register for any period, for reasons beyond the reasonable control of the District, the District may estimate the charge for service during that period, based upon the best available data.

8.4. BILLING PERIODS

The District shall normally render bills regularly at monthly intervals.

8.5. INFORMATION ON BILLS

A bill shall, at a minimum, shall show:

1. the reading date;
2. the meter reading for the end of the billing period;
3. the amount of water used in gallons;
4. the total billing amount, separately calculated, for each separate service.

If a customer elects to use the Payment Services Network (PSN) automated billing system option and desires to receive the above information, the customer must request a paper copy be mailed to them. This is done during the PSN sign-up process.

8.6. BILLS DUE

All bills for water and sewer services shall be due and payable when rendered (on or around the first of the month). Payment is due by the 25th of the month and is considered to be delinquent after the 25th of that month. If payment is received after the 25th of the month a late payment penalty of five (5%) percent will be assessed.

8.7. NOTICE OF DELINQUENCY

In the event a Customer fails to pay their bill for water and sewer service and fees, by the 25th of the month the District will provide a Notice of Delinquency by certified mail, addressed to the Customer.

8.8. NOTICE OF SUSPENSION

If a Customer has been provided a Notice of Delinquency and fails to pay the delinquency or make arrangements with the Board for payment within five (5) days after the end of the following billing period, then the Board shall provide the Customer with a WATER SERVICE TURN-OFF NOTICE. The WATER TURN-OFF NOTICE must contain the date on which the Board will suspend service, such date shall not be more than ten (10) days after the date of mailing the WATER TURN-OFF NOTICE.

8.9. SUSPENSION OF WATER SERVICE

The Customer's water service will be suspended if a Customer has been provided the Notice of Delinquency and WATER TURN-OFF NOTICE and the Customer fails to (a) pay the delinquency or (b) make arrangements, acceptable to the Board, for payment of the delinquency.

1. Where the water supply to a customer has been suspended for non-payment of delinquent bills, a charge will be made for turn-off and turn-on of water service, as well as any labor charges that may be required as described in the WATER TURN-OFF NOTICE. However, the turn-on will not occur until after all delinquent bills and other charges have been paid.
2. Once a service is turned-off for delinquent charges and/or charges for a service remain unpaid at the end of the District's fiscal year, the Board will refer to MCA 7-13-2301 and will give notice to the owners of the property concerned that the charges are still outstanding and must be paid or they will be levied as a tax against the property through the County.
3. If the charges remain unpaid, the Board will proceed with collections through the County Assessor. In addition to collecting delinquent charges in the same manner as a tax, the District may bring suit in any court of competent jurisdiction to collect amounts due as a debt owed to the District.

8.10. DISTRICT'S RIGHT TO REFUSE SERVICE

The District may refuse service to any Customer with a delinquent bill until the balance has been paid or satisfactory arrangements for paying have been made with the District. These same provisions shall apply and the District may refuse service to any other member of the same household or firm when application by this member, in the opinion of the District, may be a means of evading paying of the delinquent District service bill.

8.11. ADJUSTMENT OF RATE FOR INTERRUPTIONS

Interruptions of service or frozen facilities of Customer shall not render the District liable for any adjustment in the bill.

8.12. CHARGES FOR MISCELLANEOUS DISTRICT SERVICES

The District may require service arrangements to be executed by a prospective Customer prior to performing any work and/or service. All charges for work performed by the District for a Customer shall be adequate to cover all of the District's expenses, including, but not limited to application, construction and permit fees, legal fees, engineering fees, inspection fees, installation and service fees. The District may estimate and may revise these charges to reflect current costs. The District may require the prospective Customer to make a deposit to the District prior to performing any such work. The District will refund to the Customer any overpayment upon completion of work by the District. In addition, the Customer shall pay to the District an amount equal to the difference between the estimated costs of the work performed by the District. Payment shall be due and payable to the District upon completion of the work to be performed and prior to beginning water service to the Customer.

8.13. LANDLORD RESPONSIBILITIES

The property owner shall be primarily responsible for the payment in full of all utility bills generated by the property being billed for water and sewer use. Failure of the property owner to pay the bill as and when rendered will subject the property to be in noncompliance.

8.14. MINIMUM MONTHLY CHARGES

Minimum monthly charges will be assessed whenever a customer's installation is active. An active customer's installation shall be a service where the property is occupied and/or not abandoned by the owner, whether the service is on or off at the curb stop, unless specified by the Board or Management. Minimum monthly charges shall be the charge set forth by the Board according to the By-Laws of the District and any regulation governing water and sewer service.

8.15. NON-SUFFICIENT FUND CHECKS

A fee shall be charged to any person whose check made payable to the District is returned by the bank for non-sufficient funds (NSF).

8.16. GUARANTEE DEPOSIT FEES FOR NEW SERVICE

A Guarantee Deposit shall be collected from all users of the water and sewer systems of the District as a condition of service at the time of the user's application for water service from the District.

If the credit experience of a particular customer is unfavorable, the District shall require a deposit in excess of the scheduled amount. If one of the following occurs, the security deposit can be increased in \$100 increments:

1. There is a poor history of on-time payment with the District.
2. Two (2) or more payments are returned unpaid within a one-year period.
3. The account has been shut off for nonpayment more than once during the prior one-year period.
4. The water service is illegally turned on after shut-off at the service location.

Residential property owners who occupy the property as their primary residence may receive a refund of their guarantee deposit once certain conditions are met. The account must be maintained for a minimum of three years, and the owner cannot have more than two consecutive 30-day arrearages, or more than two non-consecutive arrearages, in the past 36 months. All other customers receive their guarantee deposit after termination of their service.

The guarantee deposit will be applied against the final bill. At termination of service, any excess deposit will be refunded. Guarantee deposits shall not earn interest and no customer shall be entitled to interest on the deposit.

The guarantee deposit shall in no way be construed to preclude the Fort Smith Water & Sewer District from discontinuing any and all water services to the service location in the event of default on payment of any indebtedness for water and sewer service rendered to the premises, regardless of whether or not the amount of the deposit is sufficient to cover the arrearage amount.

9. FIRE HYDRANTS AND FIRELINES

9.1. FIRE HYDRANTS

Fire hydrants installed in the District's Water Service Area and which are connected directly to the District-owned water mains shall be under the ownership of the District. Fire hydrants shall be kept in reasonable repair by the District, and fire hydrants shall be tested for proper operation at least annually by the District. Fire hydrants to be installed during the extension of the base system to individual subdivisions, properties whether public or private, or during replacement, will be first approved by the District prior to their placement and all costs and expenses of installation and replacement shall be borne by the applicant or Customer.

9.2. OPERATION OF FIRE HYDRANTS

No person, other than a member of the recognized Fire Service Department and District employees shall open or operate any fire hydrant without permission of the Board. Use of fire hydrants shall be for the purpose of fighting fires, flushing of District mains, construction purposes as approved by the District, or for other uses to benefit District Customers as approved the Board. Except in emergency situations, any authorization shall be by written authorization.

9.3. INSTALLATION OF BLOW-OFF HYDRANTS

Blow-off hydrants, including the hydrant branch pipe and valve, shall be installed at the expense of the property benefitted by such facilities. The type, size and materials of construction of said hydrants and appurtenances shall be subject to the District's specifications and approval prior to their placement. Installation of blow-off hydrants and appurtenances shall be in accordance with the District's standards of design and construction.

9.4. RELOCATION OF FIRE HYDRANTS

Fire hydrant installations shall be deemed permanent after they are installed and will not be relocated unless the cost is borne by the person requesting the relocation, and the District determines it to be in the best interest of the District.

9.5. OBSTRUCTING FIRE HYDRANTS

No one shall not obstruct access to fire hydrants by constructing fences and structures, by planting vegetation, or by parking vehicles that prevent ready access. A Customer is found in violation, the District shall give written notice to the Customer in question to remove such obstruction at their expense, and if such violation is not corrected by the customer within ten (10) days from receipt of the written notice, the Customer will be found in noncompliance.

9.6. DAMAGES TO FIRE HYDRANTS

Any party damaging a District-owned fire hydrant shall be responsible to the District for the repair of such damages.

9.7. FIRE HYDRANT FEES

The Board may establish rates for the use of fire hydrants. Such rates shall be of sufficient amount to cover operation and maintenance costs, as well as water used.

9.8. FIRELINES

Firelines shall be applied for and installed in compliance with the appropriate requirements of these Regulations and they shall comply with the District's standards of design and construction.

Firelines are owned by the Customer, and the installation, maintenance, repair and replacement shall be at the Customer's expense. Customer shall keep their fireline in good repair or the Customer may be found in noncompliance.

Firelines shall not be interconnected with domestic service pipes and they shall have their own separate connection to the water main in the street abutting and fronting the property to be served. Each fireline shall have its own independent shut off valve which shall be located at or near the water main in the street and at a point designated by the District. Water shall be drawn by the Customer from firelines for fire protection purposes only. Customers found by the District to be using water from firelines for other than fire protection purposes may be found in noncompliance.

All firelines shall have approved backflow prevention devices installed to prevent backflow into the District's base system. Fireline loops connecting with the District's base system shall have approved check valves installed to prevent circulation of water through Customer's firelines into the District's base system.

Customer shall pay to the District the rates for fireline services as per the District's approved rate schedules.

10. SEPTAGE DISPOSAL OTHER THAN DOMESTIC

It is prohibited to discharge septage, either directly or indirectly, into any public sewer or appurtenance. It is unlawful for any person to discharge septage into the waste disposal station without first obtaining a written permit for this purpose from the District. Discharging of septage at the waste disposal station shall be allowed only under the supervision of a District representative and during normal working hours of the District. The District is authorized to control and/or limit the amount of septage to be discharged into the waste disposal station during any specified period of time to prevent overloading or detriment to the District's wastewater treatment plant operations. Septage haulers shall obey all wastewater treatment plan safety and traffic regulations while at the treatment plant site. In addition, such haulers shall obey all operational and clean-up regulations posted by the District in and around the waste disposal station.

10.1. APPLICATION AND PERMIT FEE

Licensed septage haulers shall make application for septage disposal permits with the District on a special form furnished by the District. Permits will be issued upon compliance with the provisions of these Rules and Regulations. The septage disposal permit fee shall be paid to the District at the time the application is filed.

The District may refuse to grant or may revoke a permit for the disposal of septage into the waste disposal station to any applicant who has willfully and repeatedly violated the

provisions of this Rules and Regulations. Only septage pumped from septic tanks located within the boundaries of the District and which receive primarily segregated domestic wastes or wastes from sanitary conveniences shall be allowed to be discharged into the waste disposal station.

10.2. INADMISSABLE WASTES

It is deemed unlawful to discharge or cause to be discharged into the waste disposal station any industrial wastes, radioactive wastes, corrosive wastes, explosive mixtures, unpolluted waters, petroleum oils, mineral oils, nonbiodegradable cutting oils, chemical wastes, toxic or poisonous substances, floatable fats, wax and grease, solid or viscous wastes, such as but not limited to mud, sand, or gravel, which will or may cause obstruction of sewage in the District's interceptor sewer, or any other wastes or substances prohibited from being discharged into the public sewers by existing District ordinances.