

# **SALISH AND KOOTENAI HOUSING AUTHORITY**

## **PUBLIC WATER AND SEWER SYSTEMS PLAN OF OPERATIONS**

**This Plan of Operations was adopted by the Salish and Kootenai Housing Authority Board of Commissioners on the 4<sup>th</sup> day of December 2023.**

# Public Water and Sewer Systems Plan of Operations

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# **SECTION 1**

## **PLAN OF OPERATIONS STATEMENT**

The purpose of this Plan of Operations is to regulate the supply of water, the treatment of sewer, installation, connection and extension of water and/or sewer lines, providing penalties for violations thereof, service charges for customers located within the water and/or sewer service area, and a procedure for determining service charges to be levied on the users located in the service area of the Salish and Kootenai Housing Authority (Housing Authority).

This Plan of Operations does not and is not intended to provide a specific response for every situation or question that may arise. All employees of the Housing Authority are expected to comply with the provisions of this Plan of Operations and to act in the best interest of the Housing Authority. In carrying out the Housing Authority's business, all employees are expected to use sound judgment and to act in a reasonable and prudent manner. Targets and deadlines set forth within this Plan of Operations are intended to guide the development of sound management processes. It is recognized that unforeseen events and priorities will take precedence over specific targets and deadlines from time to time. The Housing Authority expects to be advised regarding such events.

The Housing Authority has full power and authority to adopt rules and regulations to operate the Public Water and Sewer Systems and connections made thereto under provisions of the CS&KT Tribal Resolution 87-190 and Environmental Protection Agency regulations to insure compliance.

# SECTION 2

## DEFINITIONS

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

- 2.1. **Board** – shall mean the Board of Commissioner of the Housing Authority, appointed by the Tribal Council of the Confederated Salish & Kootenai Tribes (CS&KT).
- 2.2. **Operations Manager** – shall mean the person employed by the Housing Authority to administer the day-to-day operation of the Water and Sewer Department.
- 2.3. **Engineer** – shall mean Licensed Professional Engineer, to provide technical data on design and installation of water and/or sewer systems.
- 2.4. **Owner** – shall mean any person, firm, corporation, or other entity owning land in the service area. A purchaser under contract for deed shall be considered the owner of the land.
- 2.5. **Customer** – shall mean an individual, partnership, association, firm, public or private corporation, or government agency receiving water and/or sewer services from the Housing Authority.

In the case of a tenant/landlord relationship, the landlord is considered the customer. The term “customer” shall not include renters or occupants of a dwelling served by water or sewer service. Residential customers are those receiving water and/or sewer services solely for domestic purposes.

- 2.6. **Charges** – shall mean the amount charged a customer for the base rate per connection, connection fees and/or damage to Housing Authority property.
- 2.7. **Commercial Customer** – shall mean any non-residential customer.
- 2.8. **Developer** – shall mean any person, firm, corporation, or other entity that causes improvements to be made upon its land owned by him/her, which requires water and/or sewer service.
- 2.9. **Extension Agreement** – shall mean an agreement between the Housing Authority and developer, which allows the developer to connect his/her water or sewer mainline into a mainline owned by the Housing Authority, to obtain water or sewer services.

The agreement shall set forth the value of the extended mainline and the charges customers must pay to the developer or the Housing Authority. Every extension agreement must be approved by the Board and signed by the Executive Director.

- 2.10. **Agreement for Services** – shall mean the agreement or contract between the Housing Authority and the customer pursuant to the water and/or sewer services provided.

- 2.11. Customer Service Charges** – shall mean charges invoiced to the users to recover costs that apply equally to each user of the system. Examples include but are not limited to, billing and collections.
- 2.12. Non-Primary Residence** – shall mean any building, such as a garage, storage shed or carport, that is occupied less than six months of a calendar year.
- 2.13. Easements** – shall mean an acquired legal right for the specific use of land owned by others.
- 2.14. Connection** – shall mean the point where the customer’s service line connects to the public water or sewer system line.
- 2.15. Impact Fees** – shall mean the fees charged to a developer or owner for the cost of making a connection to an existing water or sewer main line abutting the property to be developed.
- Impact fees include the service turn on fee, labor, and materials for the connection to the street mains, meter, and its appurtenances. The fee is based on the replacement value of the investment to the general facilities.
- 2.16. Potable Water** – shall mean water, which is in the Housing Authority water distribution system, is satisfactory for drinking, culinary and domestic purposes, and meets the quality standards of the Environmental Protection Agency for public water supplies.
- 2.17. Point of Delivery** – shall mean the point at which the Housing Authority ownership and responsibility terminates, the curb-stop or water meter, whichever is closer to the water main, which serves the property.
- 2.18. Public Water** – shall mean the water supply and distribution system, which is owned and operated by the Housing Authority, including water sources, treatment facilities, storage facilities and transmission, pumping and distribution facilities.
- 2.19. Public System** – shall mean any duly named water or sewer system in a specific area served by the Housing Authority. Community Systems are public systems.
- 2.20. Service** – shall mean the utility such as water and/or sewer that the customer is receiving from Housing Authority.
- 2.21. Service Line** – shall mean the service line connecting from the main to the customer’s premises.
- 2.22. Service Area** – shall mean the area defined within the exterior boundaries of the Flathead Indian Reservation.
- 2.23. Standards** – shall mean the specifications and general provisions for design and construction as adopted by Housing Authority from time to time.
- 2.24. Turn on Fee** – shall be the cost to activate a service of an existing connection whose service has been disconnected.

- 2.25. Transfer Fee** – shall be the cost to transfer an active account from one customer to another.
- 2.26. Water Main** – shall mean a water supply mainline which carries potable water and which is owned and maintained by the Housing Authority.
- 2.27. Sewer Main** – shall mean a sewer mainline which carries sewage from a customer’s service line to a lagoon or processing plant.
- 2.28. Impermissible Purposes** – shall mean the supplying of water or sewer services to unauthorized users.
- 2.29. Water Service Connection** – shall mean the portion of the public water system which extends from a water main to the curb stop of the property served.
- A water service connection includes, but not limited to: a saddle, direct taps or tees and corporation stop, water pipe from the watermains to the curb stop, curb stop, meter pit, or any combination thereof as may be required to furnish water service.
- 2.30. Sewer Service Connection** – shall mean the portion of the customer’s service sewer line that connects to the main sewer line.



# SECTION 3

## GENERAL PROVISIONS

The Housing Authority has the full power and authority to adopt rules and regulation to operate the Public Water and Sewer Systems and connections made thereto under provisions of the CS&KT Tribal Resolution 87-190.

- 3.1. **Validity** - If any section, clause, sentence, or provision of this Plan of Operations is found invalid it shall not affect the validity of this Plan of Operations.
- 3.2. **Liability to Housing Authority** - Any person who violates any provision of this policy shall be liable to the Housing Authority for any expense, loss, damage, cost of inspection or cost of correction incurred by the Housing Authority by reason of such violation, including but not limited to any expense incurred by the Housing Authority in the collection from such a person of such loss, damage, expense, cost of inspection or cost of correction.
- 3.3. **Notice of Violation** - Any person found to be violating any provision of this policy shall be served by the Housing Authority with written notice stating the nature of the violation and identifying the time period to satisfy correction. The violator shall, within the time frame stated in such a notice, permanently cease all violations and make necessary corrections.
- 3.4. **Violation Costs** - Any person who shall violate this Plan of Operations shall be liable to the Housing Authority for costs, expenses and attorney fees incurred.
- 3.5. **Damage to Water Service or System** - No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or piece of equipment, which is part of the Housing Authority water and sewer system. Any costs associated with the repair of damage to water service or system shall be billed to the property owner.
- 3.6. **Operations Manager** - The Operations Manager shall be the administrator of the Water and Sewer Department and all instructions and decisions made by him/her shall represent the policy of the Housing Authority. Appeals from such instructions and or decisions may be made to the Executive Director of the Housing Authority at any time.

Where this Plan requires approval by permission or decision of, instructions from the Manager, the Manager shall be guided by the Policies of the Housing Authority. Procedures utilized are generally recognized engineering standards and practices and the operational demands and requirements of the water or sewer works.

- 3.7. **Entry on Property** - Any duly authorized employee or representatives of the Housing Authority shall have access at all reasonable times for the purpose of reading or testing of the meter, installing, inspection, observation, repairing, measurement, sampling, and testing in accordance with the provisions of this policy.
- 3.8. **Application for Connection and Service** - Connection to the Housing Authority's water or sewer main lines will be made only upon written application by the owner or his/her duly authorized agent. Application must be made on forms supplied by the Housing Authority. No connections shall be allowed without a Letter of Approval from the Operations

Manager. The applicant is liable for all services, charges and fees until a new application is made and approved for any change in ownership or payment responsibility.

- 3.9. Unauthorized Connection** - Unauthorized water connections will be disconnected immediately upon discovery. The cost of making such disconnection will be charged to the property owner or person making the unauthorized connection.

If such property owner or occupant desires authorized service, application therefore shall be made to the Housing Authority. The authorized reconnection shall be made after payment of applicable charges in accordance with the Engineer/Inspector or Operator fees, connection charges and if applicable monthly charges.

- 3.10. Interruptions of Service** - the Housing Authority will make a diligent effort to render uninterrupted supply of water and, in cases where water turnoff is necessary for inspection, repair, reconstruction, damage prevention or similar cause, the Housing Authority will attempt to give advance notice to its customers of such expected turnoff except in the case of an emergency repair.

The Housing Authority will not be responsible for any damage, which may result from any termination of service such as described in paragraph above, nor for failure to give notice of turnoff when circumstances are such that it is impossible to give notice.

- 3.11. Cross Connection Control** - It shall be a violation of this code to install or own any physical arrangement that connects to the Housing Authority water system with any non-potable or unapproved water system or other device which may be capable of contaminating the Housing Authority water system as a result of back flow.

- 3.12. Supervision and Inspection of Construction of New Mains and Facilities** - All construction of new or replacement mains and other facilities shall be based on plans and specifications prepared by the Housing Authority, or by plans prepared by the developer and have been approved by the Housing Authority.

Such facilities shall be constructed to the Standard Specifications adopted by the Housing Authority and Montana standards. All construction shall be under the supervision of the Housing Authority regardless of whether the work is performed by the Housing Authority or any private party.

- 3.13. Standard Specifications** - All work shall be done in accordance with standard specifications adopted by the Housing Authority. Such specifications include the Uniform Building Code (UBC), Uniform Plumbing Code (UPC), Environmental Protection Agency (EPA), Montana Department of Environmental Quality (where applicable) (MTDEQ), Indian Health Services (IHS) and requirements of the Housing Authority as applicable.

- 3.14. Main Extension Agreement** - Prior to construction of an extension of main line or upgrade by developers of property, a Main Extension Agreement will be executed between the developer and the Housing Authority. Such Agreement shall contain the terms and conditions of such extension or upgrade.

# SECTION 4

## CONNECTION AND USE

- 4.1. General** - Water and sewer services will be supplied only under and pursuant to this Plan of Operations and any modifications or additions made hereafter and under such applicable rate schedule as may from time to time be set by the Confederated Salish & Kootenai Tribes.

It shall be in the sole discretion of the Housing Authority as to the capability or the capacity of the Housing Authority to service property within the Service Area.

- 4.2. Separate Service Connection and Meter** - Each individual lot or building must have a separate water service connection and meter. All lots or parcels requesting water or connections must have water main lines existing or extended to the nearest point or parcel.

- 4.3. Application** - All owners not already hooked to the system desiring water/ sewer service must make written application at the Housing Authority on forms provided. Only the recorded owner or homesite lessee of the property may make application for services.

A. If an individual has a homesite lease not already hooked into the system desiring water/ sewer service they must make written application at the Housing Authority on forms provided. Documentation of the homesite lease must be provided with their application for service.

B. All applications that have been received in writing by the Community System Program Manager or her/his authorized representative, for water/ sewer service, shall be subject to the policies of the Housing Authority.

C. The Housing Authority may decline to serve an applicant or user,

1. If the applicant or user has failed to comply with Housing Authority policies governing water/ sewer services.
2. If in the judgment of the Housing Authority's Project Engineer, the applicant's or user's installation of piping, equipment or appurtenance is regarded as a potential health hazard, or the applicant's or user's system could cause harmful effects to the water system.
3. Service may be denied if such service would be detrimental to the Housing Authority.

- 4.4. Unauthorized Connection** - No unauthorized person shall uncover or make any connections to or disturb any public water or sewer system or appurtenance thereof without first obtaining a written letter of approval from the Water and Sewer Operations Manager.

In the event the Housing Authority has found a property owner and/or property owners' renter/lessee has made an unauthorized connection, the Housing Authority has the

discretion to charge the cost of the water usage, or, monthly fees for months usage occurred, and may additionally file criminal charges for theft of services.

- 4.5. **Easements** - If necessary, an easement for the purpose of construction, inspection, repair, observation, pumping, measurement, sampling, and/or maintenance of any portion of the water facilities shall be provided to the Housing Authority by the owners at the time the application for the permit is filed.
- 4.6. **Connection Location** - Once an application has been received for connection into a public system, the Housing Authority will review the size of the meter requested. The Housing Authority will identify the best location for connection and confirm with the owner or owner's representative.
- 4.7. **Cost of Installation** - The customer shall be responsible for the cost of installation and maintenance of all piping, plumbing, and equipment to be connected to the Housing Authority distribution system.
- 4.8. **Mainline Trench** - Owner shall be responsible for providing the Housing Authority an open trench for the installation/extension of a mainline.
- 4.9. **Excavation of the Mainline Trench** - The owner is responsible for excavation of the mainline trench or service connection, as well as site restoration, excavation and any encroachment permits, and any other obligations incurred by performance of the work. The owner will provide notice to the Housing Authority of excavation for connection at least two business days prior to planned connection.
- 4.10. **Meter and Meter Pit** - Upon completion of excavation, per direction of the Housing Authority field personnel, the Housing Authority will tap mains and install meter and meter pits as necessary. Owner will be responsible for backfill and site restoration.
- 4.11. **Impact Fee** - All persons, firms, corporations or other's requesting connection to the public water or sewer system shall pay an impact fee to cover the cost of materials and labor to make the tap and the costs to inspect the main lines.
  - A. The fee for a larger residential a commercial water and or sewer connection will be based on meter size or demand whichever is required.
  - B. Impact fees include but not limited to Engineer, Inspector and Operator charges, equipment time, materials and initial water turn on fee.
  - C. The Water Impact Fee will be based upon the meter size:

<u>Meter Size</u>	<u>Impact Fee</u>
¾" Residential	\$ 2,800
1"	\$ 3,400
1½"	based on current costs
2"	based on current costs
3"	based on current costs
4" & Larger	calculated on demand

D. The Sewer Impact Fee will be \$1,500.00.

**4.12. Service Line Responsibility** - Operation and maintenance of the water service line from the meter to the points of use shall be the sole responsibility of the owner and the owner shall be responsible for routine periodic inspection, maintenance, and rehabilitation.

**4.13. Service Agreement** - Customers are required to complete a Service Agreement prior to water being turned on at the dwelling. Customer will provide proof of ownership/lease. The service agreement must be in the name of the property owner. If property owner requests the account be placed in the name of his/her tenant, the property owner must sign as a co-signer for their tenant.

In the event of a death of the homeowner the account will transfer to the "Estate of". If there is no Personal Representative (PR), the home is unoccupied or account is in default, the water will be turned off. If there is a PR the representative will provide contact information for billing purposes.

**4.14. Damage to Housing Authority Property** - The customer shall be responsible for all damage to or loss of Housing Authority property located upon his/her premises including damage by hot water. The use of water upon the premises of the customer is at the risk of the customer, and the responsibility of the Housing Authority shall cease at the point of connection with the customer's service line. If it is found that the property owner or representative of the owner has caused damage to Housing Authority property the property owner will be responsible for the cost to repair.

**4.15. Damage to Customer Property** - The Housing Authority shall not be liable for any loss or damage of any nature whatsoever caused by the operation of the customer's piping or equipment or from any defect of the customer's piping or equipment upon the premises of the customer.

**4.16. Customer Inspection** - The Housing Authority does not assume the duty of inspecting the customer's line, plumbing and/or equipment. The customer shall gain permission from duly authorized employees or agents of the Housing Authority to make inspections, at reasonable times.

**4.17. Service Line Repairs** - If customer fails to maintain a service line, the water will be turned off until the owner makes the necessary repairs. If the customer still does not make repairs and the integrity of the water system is threatened, the Housing Authority will make the necessary repairs and charge the customer for all associated costs of the repair. The customer will be charged a turn on/off fee in addition to all costs associated with the Housing Authority to make the necessary repairs. Once all repair costs are paid and account is current the water will be turned back on.

**4.18. Wasting Water** - Wasting of water is prohibited. It is the customer's sole responsibility for maintenance and repair beyond the Housing Authority meter (point of delivery). All water distribution sources, including but not limited to faucets, frost free and silcocks must be closed when not in use. Leaking fixtures must be repaired immediately without waiting for notice from the Housing Authority.

**4.19. Use Violations**

A. If a customer furnishes water to others without the permission of the Housing Authority or uses it for impermissible purposes, it shall be considered a violation of the water service agreement and the Housing Authority may discontinue water service. Service

will not be re-stored until assurance has been given that no further violations will occur, and all costs associated with the violation have been fully paid to the Housing Authority.

- B. Water is for domestic household use only. Providing water for chicken, swine, poultry, goats, or other livestock is prohibited in all communities of less than 20 connections.

**4.20. Sprinkling Regulations** - At times, the Housing Authority may need to modify the water sprinkling regulations. Notice of this will provided to all affected customers.

- A. Sprinkling regulations will be in effect April 1 through September 30 of each year. Sprinkling hours are 6-10 am and 6-10 pm.
- B. No open hoses are permitted at any time.
- C. Failure to comply with the watering regulations could result in water turn offs and customer being charged a water turn on/off fee.

# SECTION 5

## SERVICE CHARGES

**5.1. Purpose** - The purpose of this is to generate sufficient revenue to pay costs for the operation, maintenance, and debt requirement of the Public Systems. Factors such as volume and delivery flow rate shall be considered and included as the basis for each customer's service charge to ensure a proportional distribution of operation and maintenance cost to each customer, as well as any other factors the CS&KT may deem pertinent in setting a fair and equitable rate.

**5.2. Annual Costs of Operations and Maintenance** - The Housing Authority shall determine the total annual costs of operation and maintenance and debt requirement of the water system that is necessary to maintain the capacity and performance during the service life of the system, for which such works were designed and constructed.

The total annual cost of operation and maintenance shall include but need not be limited to labor, repairs, equipment replacement, maintenance, necessary modifications, power, chemicals, testing and a replacement reserve account.

**5.3. Replacement Reserve** - A replacement reserve account will be established for the purpose of providing sufficient funds to be expended for obtaining and installing equipment, accessories and appurtenances during the useful life of the water facilities necessary to maintain as designed and constructed. The reserve account will be funded as an interest-bearing account and shall be funded by deposit of surplus funds in the annual budget.

**5.4. Schedule of Fees** - Charges for water and or sewer services to residential and commercial customers shall be in accordance with the schedule below.

### RESIDENTIAL

Water monthly base rate	\$ 35.00
Sewer monthly base rate	\$ 35.00
Turn on fee	\$ 50.00
Late fee	\$ 10.00
Transfer fee if water still on	\$ 25.00
Un-scheduled meter read	\$ 25.00
Impact fee (new connection) - see Section 4.11.C. of this document	

### COMMERCIAL

Water monthly base rate - determined by Operations Manager	
Sewer monthly base rate - determined by Operations Manager	
Turn on fee	\$ 100.00
Late fee	\$ 20.00
Transfer fee if water still on	\$ 50.00
Un-scheduled meter read	\$ 25.00
Impact fee (new connection) - see Section 4.11.C. of this document	

## BULK RATE

Water	\$35 first 5,000 gallon and \$ 1.86 per 1,000 gallon thereafter
Wastewater (black or gray)	\$35 first 5,000 and \$ 3.25 per 1,000 gallon thereafter
In event of a Fire Suppression	\$35 first 5,000 gallon and \$ 1.86 per 1,000 gallon thereafter

Bulk rate for fire suppression will include but not limited to the above costs, W/S Staff time, no IDC will be charged for Wildland Fire. All other bulk rate purchases shall include IDC as applicable.

- A. Monthly base rates are subject to change upon approval of the CS&KT. Annually an evaluation will be completed on the current water and sewer rates to determine if an increase is warranted. Water and sewer services are independently evaluated based on the current Environmental Protection Agency Standards.
  - B. All commercial accounts will be evaluated independently based on the current Environmental Protection Agency Standards.
- 5.5. Seasonal and Short-Term Service** - For any seasonal or short-term service, the Housing Authority shall require the customer to pay in advance the cost of the water turn on fee.



# SECTION 6

## METERING

- 6.1. Meter Requirement** - All water services shall be metered and Housing Authority shall deliver water to users only through meters owned by Housing Authority.
- 6.2. Separate Meters** - A separate water meter shall be installed for each building structure or facility receiving water regardless of ownership. Service may be provided by the owner to non-habitable buildings or yard hydrant without a separate meter provided the Housing Authority is notified prior to extension.
- 6.3. Meter Installation** - The Housing Authority will provide the necessary meter and meter box, and the customer shall provide and maintain a location satisfactory to Housing Authority for installation thereof.
- 6.4. Customer's Responsibility** - The customer shall exercise reasonable care in protecting the Housing Authority's meter and other Housing Authority owned equipment located on the premises. Only Housing Authority employees or agents or persons authorized by law are permitted to inspect, turn on and off water service or handle same. Any loss of Housing Authority property due to negligence on the part of the customer shall be billed to the customer and reimbursed to the Housing Authority.
- 6.5. Meters Sealed** - All new or replacement meters will be sealed by the Housing Authority. The breaking of seals by unauthorized persons or tampering with meters is prohibited.
- 6.6. Type of Meters** - Housing Authority, shall in its sole discretion, determine the size, type and make of any meter installed and may replace meter at such time as it may deem necessary.
- 6.7. Temporary meters.** Temporary meters shall be used at such time as a contractor requires bulk water from a community system hydrant. Contractor shall not get water from system without the Housing Authority meter in place.

# SECTION 7

## BILLING

- 7.1. **Method of Billing** - The billing for water and sewer shall be an established set rate for each household.
- 7.2. **Monthly Bills** - The Housing Authority will send invoices on a monthly basis.
- 7.3. **Opening and Closing Invoices** - The Housing Authority will not prorate the monthly set rate. If customer requests services within the last 5 days of the month their first monthly charge will be the first of the following month. If a customer requests water turn-off with the first 5 days of the month they will not be charged for services for the month.
- 7.4. **No Billing Adjustments** - No abatement or reduction in monthly rate will be made for frozen service lines, excess usage due to leaks or failure of maintenance by the customer to maintain their service or supply lines.
- 7.5. **Responsible for Charges** - All charges for water and sewer services shall be the responsibility of the legal property owner.
- 7.6. **Billing Due Date** - All invoices for water and/or sewer are due and payable on the 1st day of each month, and shall be delinquent at the close of office hours on the 10th day of each month. In the event the due date falls on a legal holiday or weekend, it shall become delinquent on the close of business hours on the next business day. **The customer can request an agreement for a special water/sewer payment due date.**
- 7.7. **Delinquency**
- A. If a water and or sewer bill for any premises is delinquent more than 10 days, the Housing Authority shall prepare and forward to the customer and/or owner of such premises, by mail, a seven-day delinquency notice. Said notice shall state the amount and period of such delinquency and shall require payment on or before the date specified. Each residential service will be charged a \$10.00 late fee and each commercial service will be charged a \$20.00 late fee.
  - B. In the event such delinquent bill has not been paid within the time specified in the notice, a "final notice" of disconnect will be posted at the residence detailing required action by the owner/renter to have their services restored.
  - C. In the event of disconnection, the residential customer shall be charged a turn on fee of \$50.00 and each commercial customer will be charged \$100.00. This fee is due and payable prior to reconnection of service.
  - D. If the customer is not able to pay the total amount of the invoice, a suitable payment schedule may be made with the Community System Program Manager's approval: provided that no outstanding balance shall be permitted to exceed 2 month's charges.

- E. Should the customer fail to pay outstanding balance, the file will be turned over to the Housing Authority Court Liaison for collection of debt. Customer will then be responsible for all costs associated with the collection of such debt.
- 7.8. **Disputes** - Customers wishing to dispute the amount shown as due on the monthly statement may do so by consultation with the Community System Program Manager.
- 7.9. **Partial Payments** - Acceptance of partial payment of a delinquent account does not constitute a waiver of the Housing Authority's right to pursue termination of the Customer's Agreement for Service for non-payment of service. Furthermore, acceptance of the Customer's payment does not waive the Housing Authority's right to pursue termination of the Customer's Agreement for Service for any other good cause.

# SECTION 8

## MISCELLANEOUS

- 8.1. **Transparency** - A Copy of the policies of the Housing Authority and any contracts and applications applicable to the Housing Authority shall be maintained at the Housing Authority for full inspection by the public. Service rates shall be explained to a customer upon request. Customers can also request a copy of the Consumer Confidence Reports for their public system at any time.
- 8.2. **Plan of Operations** - The adoption of this Plan of Operations shall not preclude the Board from altering or amending them, in whole or in part, or from requiring other or additional services, equipment, facility or standards, either upon complaint, upon its own motion or upon a request of the Operations Manager.
- 8.3. **Discontinuance of Service** - The Housing Authority may discontinue service with not less than 24-hours' notice, to any customer for violation of any provision of a service agreement, rate schedule, or this Policy, including failure to pay the amounts invoiced within the specified period.
- 8.4. **Water Turn On** - The Housing Authority will not turn water on at the meter until the landowner, occupant or other designated representative is present.
- 8.5. **Payment of Outstanding A/R** - If there is an outstanding balance on the account at the time a new applicant applies for service, it will be the responsibility of the dwelling owner to pay the amount in full prior to any new service being provided.
- 8.6. **Right to Refuse Service** - The Housing Authority may refuse service to any delinquent customer owing the Housing Authority for service, until such past balance has been paid or satisfactory arrangements have been made by delinquent customer with Housing Authority. These same provisions shall apply and the Housing Authority may refuse service to any other member of the same household or firm when application by this member in the opinion of the Housing Authority may be means for evading payment of the delinquent service bill.
- 8.7. **Payback Agreement Compliance** - If the Customer has a payback agreement with the Housing Authority on a previous or current accounts receivable, the Customer must ensure that he/she adheres to the payback agreement until paid in full. If the payback agreement is breached, a termination of Agreement for Service will be processed.
- 8.8. **Special Payment Due Date** – if the Customer has a Special payment due date and they breach that agreement the agreement will be void and the payment due date will revert back to the first of each month and a new agreement will have to be signed.
- 8.9. **Tampering or Unauthorized Use of Service** - The Housing Authority may discontinue service, without notice, to any customer when evidence of tampering with the meter or interfering with the proper function thereof or any unauthorized use or diversion of service is found. Whenever service is discontinued the Housing Authority shall not be required to restore service until a settlement agreement has been made.

In cases where the meter seal is broken, or the working parts of the meter have been tampered with, or damaged, the Housing Authority may render an invoice for the current month based on the average of the preceding two (2) month's use, together with full costs of repairing or replacing the meter and may refuse to furnish water service until the account is paid in full. The Housing Authority may require as a condition of restoring services, the customer makes at his/her own expense such changes in his/her piping system as may be necessary to provide for a meter location and installation satisfactory to the Housing Authority.

**8.10. Reapplying for Service Policy** - The Customer shall follow the current Housing Authority Reapplying for Service Policy.

**8.11. Penalties**

- A. Any person violating any provision of this policy shall be served with written notice stating the nature of the violation and providing a reasonable time frame for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- B. Any person violating any of the provisions of this policy shall become liable to the Housing Authority for any expense, loss, or damaged by reason of such violation.
- C. This remedy is in addition to any other remedies that may be available to the Housing Authority.

**8.12. Indemnification**

- A. Hold harmless: agrees to assume the liability and risk that may arise from the obligations and protects and indemnifies the other party against having to bear any loss.
- B. Indemnification: the act of making another "whole" by paying any loss another might suffer.
- C. Customer agrees to and shall hold, keep harmless and indemnify the Housing Authority from any payments, expenses, attorneys' fees, and any debts, claims, and liabilities for losses or damage to the property or injuries to persons from any cause due to any act or omissions by the Customer or Customer's guests, licensees, invitees, or for any cause or reason whatsoever arising out of the use of services provided through the service connection.