

Ordinance 2025-01

# RULES AND REGULATIONS

## GOVERNING WATER SERVICE



REVISION DATE:  
MAY 2025

BIGFORK COUNTY WATER AND  
SEWER DISTRICT  
Water Rules and Regulations

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## PURPOSE OF RULES AND REGULATIONS

### AN ORDINANCE ESTABLISHING THE WATER RULES AND REGULATIONS FOR BIGFORK COUNTY WATER AND SEWER DISTRICT

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE BIGFORK COUNTY WATER AND SEWER DISTRICT THAT AN ORDINANCE REGULATING THE SUPPLY OF WATER, THE INSTALLATION, CONNECTION, AND EXTENSION OF WATER DISTRIBUTION LINES, PROVIDING PENALTIES FOR VIOLATIONS THEREOF, AND ESTABLISHING A PROCEDURE FOR DETERMINING CHARGES TO BE LEVIED ON THE PROPERTIES LOCATED WITHIN THE BIGFORK COUNTY WATER AND SEWER DISTRICT, COUNTY OF FLATHEAD, STATE OF MONTANA, BE ADOPTED AS FOLLOWS:

#### Purpose of Rules and Regulations

The purpose of these rules and regulations is to set forth criteria to ensure adequate service, prevent unfair charges to the customer, and to protect the District from unreasonable demands.

Bigfork Water and Sewer District is governed by the Board of Directors, hereinafter referred to as the Board, and is under the direct supervision of the District Manager. The adoption of these Rules and Regulations shall not preclude the Board from altering or amending them, in whole or in part, or from requiring other or additional service, equipment, facility or standard, either upon complaint, upon its own motion or upon application of the District.

These Rules and Regulations do not in any way relieve the Bigfork Water and Sewer District from any of its duties under the laws of the State of Montana

## DEFINITIONS/ ACRONYMS

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

"Act" or "The Act" means the Federal Water Control Act, 33 U.S.C. 1251, et seq., also known as the Clean Water Act, as amended from time to time.

"Board" shall mean the board of directors of the Bigfork County Water and Sewer District.

"Chlorine Demand" means the amount of chlorine required to produce a free chlorine residual of 0.1 mg/l after a contact of fifteen (15) minutes as measured by the DPD (N, N, Diethyl-P- Phenylene-Diamine) Method on a sample at a temperature of twenty degrees (20<sup>o</sup>) Centigrade in conformance with Standard Methods.

"Code" means this code of rules and regulations.

"Commercial Service" means any water usage other than solely for residential purposes. Commercial customers are those receiving water service for use in connection with a business, industry, or commercial enterprise. Commercial Service includes, but is not limited to schools, hospitals, nursing homes, churches, hotels, motels, trailer parks, apartments, duplexes, condos, multi-plex units, and rooming housing with two or more rented rooms. Multi-family dwelling units, such as apartment houses receiving metered service through one meter are regarded as commercial customers. When a structure is used both for commercial and residential purposes, then it is regarded as a commercial customer. In no event will the District furnish water and/or sewer through one meter/service to two or more residences, buildings or commercial premises irrespective of the fact that all such premises may be owned by one customer.

"Customer" or "Consumer" shall mean an individual, partnership, association, firm, public or private corporation or government agency, or any other user receiving water service from the District. In the case of a tenant/landlord relationship, the owner is considered the customer or consumer. Residential customers are those receiving water service solely for domestic purposes in single-family dwelling houses. In no event will the District furnish water and/or sewer through one meter/service to two or more residences, buildings or commercial premises irrespective of the fact that all such premises may be owned by one customer.

"Developer" means any person, firm, corporation, or other entity that causes improvements to be made upon its land owned by him, which requires water service.

"District Design & Construction Standards" Standards governing all construction and upgrading of facilities both in the public right-of-way and for private development for water system and sanitary sewer facilities and improvements.

"Distribution Main" or "Main" means a water pipe owned, operated and maintained by the District, which is used for the purposes of distributing water, and to which service connections are attached.

"District" shall mean the Bigfork County Water and Sewer District.

"Extension Agreement" means an agreement between the District and a Developer which allows the Developer to connect onto an existing main owned by the District and extend water service to the property of the Developer. The Agreement shall set forth the value of the extended main and the charges which customers connected to the main must pay to the Developer or the District. Every Extension Agreement must be approved by the Board and signed by the Chairman and Secretary of the District and the Developer.

"District Manager/ General Manager" means the person employed by the District to operate and oversee the Water and Wastewater systems.

"Locate" or "UDIG" A system of identifying publicly owned buried facilities to prevent accidental damage to the lines when digging as well as property damage and personal injury resulting from breaking a line.

"Meter Pit or Vault" means the subsurface structure that houses a water meter, protecting the meter from damage and allowing the District easy access to the meter for maintenance, investigation, or reading. All new meter installations shall be in vaults or pits that meet material and installation requirements as set forth in the Design Standards.

"Non-Primary Residence" shall mean a building occupied less than six months of a calendar year.

"OSHA" Occupational Health and Safety Administration.

"Owner" means any person, firm, corporation, or other entity owning land in the district. A purchaser under a contract for deed shall be considered the owner of the land.

"Permittee" means any person, firm, corporation, or other entity which obtains a written permit to cause construction work to be performed in accordance with the permit.

"Person" shall mean any individual, partnership, company, association, society, corporation or group.

"PH" shall mean the logarithm of the reciprocal of the hydrogen-ions concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of  $10^{-7}$ .

"Point of Delivery" means the point at which the customer's service pipe connects with the District main.

"Primary Residence" shall mean the building occupied six months or more of a calendar year.

"Private Fire Protection Line" means a water service line extending from the distribution system to and through a structure for which the sole purpose of such service is for extinguishment of fire. A Private Fire Protection System is the property of the customer, and the District does not operate or maintain any component of the Private Fire Protection System.

"Private Main" means any water pipe not owned, operated and maintained by the District to which more than one service line was originally connected.

"Private Water System" shall mean any water well system, which is not hooked to the District water distribution system or not owned by the district.

"Public Sewer" shall mean the system controlled and operated by the District for the collection, conveyance, and treatment of sewage.

"Public Water" shall mean water furnished through the water system controlled and operated by the District.

"Residential Service" means water usage solely for residential purposes.

"Service Agreement" means the agreement or contract between the District and the customer pursuant to which water service is supplied and taken.

"Service Area" means the area defined by boundaries as shown on the attached map titled Exhibit "A" within which the District will furnish water service in accordance with the provisions of this ordinance and as amended from time to time.

"Service Connection" means the connection and/or tap at the distribution main, which connects the customer's service pipe to the public water main.

"Service Pipe" or "Service Line" means the pipe running from service connection and/or tap at the main to the customer's premises being supplied with water.

"Standards" shall mean the specifications and general provisions for design and construction of Water systems as adopted by the industry, including but not limited to District, County, and Montana Public Works.

"State" means State of Montana.

"State Waters" means all surface and subsurface waters, which are contained in or flow in or through this State, except waters in sewage systems, waters in treatment works or disposal systems, water in portable water distribution systems, and all waters withdrawn for use until use and treatment have been completed.

"UDIG" means notification of all publicly owned buried facilities to prevent accidental damage to the lines when digging as well as property damage and personal injury resulting from breaking a line. The District may attempt to mark the general area of water service lines if time allows and the information is available. Notification is through [www.montana811.com](http://www.montana811.com), or calling 800-551-udig(8344) or 406-755-udig (8344), this in accordance with Montana House Bill No. 365.

"Watercourse" shall mean a natural or artificial channel for the passage of water either continuously or intermittently.



## Acronyms

ASTM.....	American Society Testing Materials
BMP .....	Best Management Practices
BOD.....	Biochemical Oxygen Demand
°C .....	degrees Celsius
CFR.....	Code of Federal Regulations
CWA.....	Clean Water Act
EPA.....	Environmental Protection Agency
FOG.....	Fats, Oils and Grease
mg/L.....	milligrams per Liter
MPDES .....	Montana Pollutant Discharge Elimination System
O&M .....	Operation and Maintenance
POTW.....	Publicly Owned Treatment Works
SIC.....	Standard Industrial Classification
SIU.....	Significant Industrial User
SNC.....	Significant Noncompliance
USC.....	United States Code
TSS .....	Total Suspended Solids
WPCF.....	Water Pollution Control Federation

## CUSTOMER INFORMATION

### RATES

District staff shall explain to the customer, during the application for service, or upon request, the District's rates applicable to the type of service furnished to the customer. The District shall supply the customer with a copy of the Rate Schedule upon request.

### RULES AND REGULATIONS

A copy of the Rules and Regulations of the District and any contracts and applications applicable to the District shall be maintained in the office for inspection by the public.

### POSTING

The District shall exhibit, in a conspicuous location, a placard, in large type, giving information to the customer that a copy of the Rules and Regulations of the District and the schedule of rates are kept for their inspection. The information shall state that the District is governed by the Board of Directors and is under the direct supervision of the District Manager.

## USES AND CHARGES

### FREE WATER

The District **SHALL NOT** supply free water, free connection, or free service to any customer.

### TEMPORARY SERVICES (HYDRANT METERS)

Water for construction, special projects or other short-term usages must be provided through a hydrant meter and shall be for a period no longer than six months. Customers must complete a Fire Hydrant Meter Rental Agreement and supply the required damage deposit. In all cases, the customer must pay for all charges necessary to provide the temporary service, including a setting and removal fee as well as the minimum and metered charges stated in the Rate Schedule. Hydrant meters may only be set and removed by District personnel who require 24-hour notice for installation and disconnection. If the setting or removal is requested outside of regular working hours, additional charges may apply. If the temperature is forecast to drop below freezing, the fire hydrant must be shut off and the meter opened and allowed to drain after each use. The deposit will be returned to applicant after removal of the working hydrant meter and verification of its good condition by District personnel. All costs to repair the meter will be deducted from the deposit. If the meter is damaged beyond repair, the entire cost (\$3,500) or the current market value will be billed to the applicant. Bypassing or removing the metering equipment is considered theft of service and is punishable by law. Additionally, future use of the District's water will/may be prohibited. Receipt of temporary service does not in any way entitle a customer to permanent service.

### BUILDING CONSTRUCTION WATER

Water used during the construction of buildings, etc., shall be metered whenever possible. When the setting of a meter is impracticable, the amount of water used shall be estimated by the District and be billed in accordance with the Rate Schedule.

## FIRE PROTECTION LINE

All customers requesting connection to the District's water system for fire sprinkler systems can be classified as Class FSS customers if they so desire. Class FSS customers benefit from a plant investment fee that is charged for 3/4-inch services regardless of line connection size, and a monthly minimum that is stated in the Rate Schedule. The pipeline used for a fire protection system shall be separate, with no inter-connections, from the service pipe and any piping or fixtures within or outside the structure. The customer shall pay the cost of installation of the system, including the District's charge for tapping the main, the fittings at the main, and all piping and appurtenances. The fire protection line will not be metered, but a monthly charge will be levied in accordance with the Rate Schedule. The District will only be responsible to supply such water as is available. The District shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire or otherwise, and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever. Water taken under this section is to be used only for the extinguishment of fires and the flushing necessary for the proper maintenance of the fire protection equipment. Water used for any other purpose shall be estimated or a meter installed, and the water used shall be billed at regular meter rates. All additions of water mains and facilities on public rights of way necessitated by requests for private fire protection shall be made in accordance with the District's Design and Construction Standards. Water service required for private fire protection purposes and all hydrants required on private property shall be installed at the expense of the customer. The customer shall, at the District's request, furnish, install, own and maintain a back-flow protector and a detector check device acceptable to the District.

## IRRIGATION

All customers requesting connection to the District water system for irrigation purposes only can be classified as "Class IRR" customers if they so desire. Class IRR customers benefit from a plant investment fee that is being charged for 3/4" meters at the time the application is submitted, and a connection fee based on the meter size. A monthly minimum the same as the standard rate structure for the meter size stated in the Rate Schedule will be assessed. Additional water usage will be at regular District rates. In return for these considerations, the Class IRR customers can receive water only when District supplies are ample. Should a water shortage arise for any reason the Class IRR customers will have their supply turned off by District personnel until such time as the water shortage is alleviated.

## NO DISTRICT WATER BUT DISTRICT SANITARY SEWER

Customers which are not connected to the District water, but which discharge sewage to the District's sanitary sewer, shall have their water service metered. The metering shall be at the expense of the customer, including the meter to be purchased from the District. District personnel shall have access to the water meter for reading purposes. There will not be a charge for the water used. The meter reading will be used as a basis for a water service charge as stated in the Rate Schedule. The District reserves the right to check the customer's meter for accuracy. Meters found to be reading inaccurately shall be replaced by District personnel at the customer's expense.

## USAGE RESTRICTION

The District agrees to furnish water for specified uses and for specified fees. If a customer furnishes locations with water without written permission from the District Manager or uses the water for other purposes than those for which the customer is paying, it is a violation of the service contract. Upon discovery by the District of a violation of usage, the customer shall be mailed a written notice of such offense. After 30 days from the date of mailing said written notice, the District may have the water shut off and service discontinued until such a time as the additional services furnished have been paid for or the violation rectified. A turn-on charge, if any, must be paid by the customer in accordance with the Rate Schedule. In no case will the District furnish water from one meter to two or more houses/buildings, whether the same are owned by one person or entity.

## TURN-ON OR TURN-OFF

New and existing customers will be charged a \$25.00 turn-on/turn off fee for existing services if the turn-on/turn-off is made during regular working hours. For after hour turn-on/turn-off a \$50.00 fee will be charged. Where no service line to the premise is in place, the new customer or developer will be charged for any necessary system upgrades to serve the development. Plant Investment, Connection, and Inspection Fees will be charged according to the Rate Schedule, which shall be paid before connection is made. Charges may be made against the customer for turn-off necessitated for non-payment of service charges in accordance with the Rate Schedule.

## CHECK FOR LEAK/DATA LOG

New and existing customers will be charged a \$25.00 fee for a check for leak service order and data log to assist customers in identifying a leak on their personally owned service line.

## RESALE OF WATER

Water furnished by the District shall not be resold or caused to be resold by any customer unless the customer is engaged in the business of distributing water as a public water supply defined by MDEQ, and a Memorandum of Understanding defining responsibilities of both public water systems has been signed and approved by the Board.

## ANNEXATION REQUIRED FOR INITIATION/CONTINUATION OF SERVICE

Any customer now receiving, or hereafter initiating, water service supplied by the District shall be deemed to have consented to, and waived the right to protest, annexation to the District as a condition of continuing or initiating said water service. Annexation will follow MCA 7-13-2341. If capacity is not available, the District will deny the request or give the developer the opportunity to pay for the improvements needed to accommodate the request.

## RATE ESTABLISHMENT

All rates and rate adjustments shall be adopted by the Board. All rates shall be in accordance with the Rate Schedule outlined in Appendix "A" attached.

## REVISIONS TO SERVICE CHARGES

The District shall review the total annual cost of operation and maintenance not less often than every two years and will revise the system as necessary to assure equity of the service charge system established herein and to assure that sufficient funds are obtained to adequately operate and maintain the water distribution and/or treatment works. If a user has information, which the user believes requires a change in that user's water use, the user can present, at a regularly scheduled meeting of the District, such factual information and the District shall then determine if the user's water billing shall be changed. The District will notify the user of its findings as soon as possible.

## SERVICE CHARGE OVERVIEW

The purpose is to generate sufficient revenue to pay all costs for the operation, maintenance, and debt retirement of the complete water system of the District. Factors such as volume and delivery flow rate shall be considered and included as the basis for each user's service charge to ensure a proportional distribution of operation and maintenance costs to each user, as well as any other factors the Board may deem pertinent in setting a fair and equitable rate.

## FEE DETERMINATION

The District shall determine the total annual costs of operation and maintenance and debt retirement of the water system, which are 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, necessary modifications, power, sampling, laboratory tests, and a reasonable contingency fund. The Rate Schedule is based on continuing service at each service location. Disconnect and Reconnect transactions shall not operate to relieve the same customer from minimum monthly charges.

## MONTHLY BILL CALCULATION

A rate based on the amount of metered water will be charged each month. Each user, residential and non-residential, shall be assessed a minimum charge based on meter size whether any water passed through the meter. An amount based on gallons used over the minimum will be added to the minimum rate. Surcharges for high strength waste, reclaimed water used, late fees, inventory parts used, construction water used, and/or other fees may be added to the bill. Customers who provide water hookups for mobile homes, recreational vehicles, trailers, or other mobile sewage sources will be considered on a case-by-case basis. The District has the right to charge a monthly water minimum on each hookup facility.

## ASSESSMENTS PLACED ON TAX BILLS

A rate based on the assessed value of each parcel or tract in the District shall be assessed yearly as a special assessment on the individual property tax bills sent by Flathead County. This assessment shall be used to reduce the bonded indebtedness of the District and will be in addition to monthly rates, connection, and plant investments fees. Tax assessments will be used to pay the bond and interest payment on bonded indebtedness. Special assessments for water and sewer infrastructure improvements for distinct areas of the District may also be assessed on tax bills.

## FUNDS MAINTENANCE

A Reserve Account and Surplus 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 and Surplus Account will be funded as an interest-bearing account and shall be funded by a deposit of (1) surplus funds in the annual budget as determined by the board at the end of each fiscal year, or (2) by a deposit of not less than \$6,000 per year.

## INVESTMENT POLICY

The purpose of the District's Investment Portfolio shall be to:

1. Optimize the District's income consistent with liquidity and safety.
2. To employ funds set aside for liquidity purposes or not needed to fulfill operating needs.
3. To invest reserves for future capital improvements within the District.

## SPECIFIC INVESTMENT CONSTRAINTS

1. U. S. Government/U.S. Government Agency Securities: The maximum length of any security purchased will be five years. The weighted average maturity of the Government and Agency securities shall not exceed two years.
1. Money Market Securities:
  - a. Certificate of Deposit (not to exceed FDIC insured limits) the term will not exceed three years.
  - b. Repurchase Agreements will not exceed one year in maturity.

## APPLICATION FOR WATER SERVICE

Water service will be supplied only under and pursuant to these rules and regulations and any modifications or additions made hereafter, and under such applicable rate schedule as may from time to time be set by the Board. If capacity is not available, the District will deny the request or give the developer the opportunity to pay for the improvements needed to accommodate the request.

1. No unauthorized persons shall uncover, make any connections with or opening into or disturb any public water and/or sewer or appurtenance thereof without first obtaining a written permit from the District Manager or an authorized representative.
2. All owners not already hooked to the system desiring water service must make written application at the District Office on forms provided therefore, setting forth in the application the size and type of lines to be connected.

3. It is the responsibility of the applicant to contact the District, prior to making application to be sure that there is a water main adjacent to the applicant's property. If no main exists, or if there is no available capacity in an existing main, it is the applicant's responsibility to install a main, in accordance with District Standards, at the applicant's expense.
4. A separate and independent water and sewer line shall be provided for every building, except where one existing building stands at the rear of another existing building on an interior lot and no water and sewer line is available or can be constructed to the rear building through an adjoining alley, court, or driveway. The building water and sewer line from the front building may be extended to the rear building and the whole considered as one building water and sewer line.
5. All premises to be served, which have not previously been served by the system, will be assessed a Plant Investment Fee, Connection Fee, and Inspection Fee. It shall be the responsibility of the developer or property owner to extend and pay all costs thereof, for all main extensions, pump stations, public sewer systems, public water systems, or any part of the system that requires extra capacity to be served from the existing District facilities to the site of development in accordance with all District standards per MCA 7-13-2301. These fees are due and payable before the service application may be approved.
6. The permit application shall be supplemented by any plans, specifications or other information required by the District Manager. A Flathead County Planning & Zoning sign-off and a State Plumbing permit are required for each application for service.
7. Any costs incurred by the District in reviewing the application shall be paid by the applicant after the review is completed.
8. Only the record owner of the property (purchasers under a contract for deed shall be considered as the record owner) may make application for water service.
9. Applications for Service will only be issued when construction has begun or is imminent and will not be accepted early. Effective July 1, 2008: If an application is approved and not used within 6 months, the hook-up application will be voided, and the fees will be refunded.
10. Applications which have been approved in writing by the District Manager or an authorized representative, for water service shall constitute a right to the customer to receive water for the purposes specified in the permit, subject to any conditions made by the District and subject to the District ordinances, rules and regulations.
11. Any person or contractor working on facilities owned by the District must furnish the District with a certificate of proof of Workers Compensation or a waiver of insurance from the State Compensation Division office and proof of Commercial General Liability coverage to include XC and U coverage in the amount of at least one million dollars. The certificates shall become a part of the application for hookup for water and/or sewer.
12. If necessary, an easement for the purposes of construction, inspection, observation, pumping, measurement, sampling, repair, and maintenance of any portion of the water and/or wastewater facilities shall be provided to the District by owners at the time the application for the building water and/or sewer permit is filed.

13. All customers desiring water service must make a written application at the District office on forms provided therefore, setting forth in said application all purposes for which water will be used on their premises. In cases where the customer is not the owner of the premises, the customer is primarily liable for payment for water service and the property owner is jointly and severally liable for such payment. All applications for the introduction of a water service to any premises must be signed by the property owner. Any change in the identity of the contracting customer at a premise will require a new application for water. When the contracting consumer is a renter, lessee, is not the property owner, an application for water service shall be made in the consumer's own name and the consumer shall be primarily liable for payment of the water service. Billing in the manner will not release the liability of the owner and in this instance the District shall notify the property owner of the new service application as an endorsement on the property owner's application.

## REFUSAL TO SERVE CUSTOMER

The District may decline to serve an applicant:

1. Until the applicant has complied with these Rules and Regulations governing water service, or
2. If, in the District's judgment, the applicant's installing of piping, equipment, or appurtenances is regarded as hazardous, of such character that satisfactory service cannot be given, or
3. If the applicant's system could cause damage or harmful effects to the water system or adjoining properties, or
4. If the customer's system or private water line service, the customer's property is leaking and the applicant or customer refuses to repair the leak.
5. If the applicant or developer fails to provide to the District Manager, prior to any new service connection in areas not already served by the District (including, without limitation, any tap-ins the length of the transmission line from the well site to the storage tank(s)), written documentation from all appropriate state or federal agencies that such expansion of the District's water system will not be into or adjacent to wet lands or important farm lands as defined in Title 7, Code of Federal Regulations, Part 140, Subpart G, Exhibit A.



6. The District may refuse service to any delinquent customer owing the District for service, until such past balance has been paid or satisfactory arrangements have been made by delinquent customer with the District for paying the account. 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 District may be means for evading payment of the delinquent service bill.
7. The District may discontinue service, without notice, to any customer when any evidence of tampering with the meter or interfering with the proper functioning thereof or any unauthorized use or diversion of service is found. Whenever service is discontinued under this rule, the District shall not be required to restore service until a settlement has been made. In cases where 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 the average of the preceding two months' use, together with full costs of repairing and replacing the meter and may refuse to furnish further water service until the account is paid in full. The District may require as a condition of restoring service that the customer make at his own expense such changes in his piping system as may be necessary to provide for a meter location and installation satisfactory to the District.

In the event that the District refuses to serve an applicant under the provisions of this rule, the District shall inform the applicant that the applicant may submit the question of refusal to serve to the Board for their review and decision.

## BILLING

### BILLING PERIODS AND PAYMENT

The charges for District water services, hydrant meter, and fire line charges shall be billed monthly. To meet unusual conditions, such as discontinuances, the utility may render bills for service at intervals other than monthly. The date of the month for reading any meter shall be, as close to practical, to the same date as the preceding reading. The billing dates shall likewise be monthly, with a date of mailing of said bill as near as practical to the date of mailing of the previous bill. In case of leased property, all billing shall be sent to the property owner and the tenant, unless the property owner agrees to be billed directly. The District will normally send bills at monthly intervals but may send bills at other than monthly intervals to provide certain operating economies. The billing rate is based upon size. The fee schedule is attached as an addendum.

### OPENING AND CLOSING BILLS

Opening and closing bills for water service will be computed in accordance with the rate applicable to the service, by amount of water used, and on a pro-rated basis of the number of days in the period in question to the number of days in the normal billing period. Charges will commence on the day the user is connected to the water system. Opening and closing bills for water service rendered for period of five days more or five days less than normal billing period will be computed in accordance with the rate applicable to the service, by amount of water used and minimum rate, on a pro-rated basis of the number of days in the normal billing period.

## BILLING INFORMATION

The District will normally read meters once each month. The day of the month for reading any meter will be determined by the District and shall, as closely as practicable, be the same each month. If the meter reader is unable to gain access to the premises on his regular meter-reading trip, the District may estimate the meter reading and render a bill on the estimated reading. Bills shall show the meter readings at the beginning and the end of the period for which the bill is rendered, the date of the meter reading, the number of gallons supplied, and the date upon which payment is overdue.

## BILLING CALCULATIONS

The billing for domestic water shall be based on the volume of flow, as determined by water meter readings. The billing for domestic sewage will have a minimum charge assessed and there will be no charge for water passing through the meter which is reasonably determined to be used for irrigation. The procedure used to calculate water used for irrigation is as follows: Water usage for a residential customer for the months of October through March would be averaged. Water metered during the months of April through September above this average would be deducted from the sewer billing. Commercial customers may meter irrigation water.

## BILLING ADJUSTMENTS

If the customer believes the meter reading shown on the bill is incorrect by comparing previous billing and current readings, the customer shall notify the District within five (5) days of receipt of the billing in question. In case of a dispute as to the accuracy of the meter, the customer, upon depositing the amount set forth in the Rate Schedule, may request that the meter be removed and tested for accuracy in the presence of the customer. If the meter is found to be registering correctly within two percent (2%) of true recording or in favor of the customer, the amount deposited shall be forfeited to the District. If the meter is found to be recording incorrectly (i.e., over two percent (2%) of true recording) against the customer, the District shall refund the deposit and refund to the customer the overage, based on a true recording for a period of six (6) months or for a lesser period, if the date of cause can be established from records related to the cause. *(The District may choose to replace the meter if the cost of testing exceeds the cost to replace.)*

## ERROR IN BILLING

If an error in billing or meter reading has been made, the District may recover any undercharge or must refund any over-collection for the previous six months, as applicable.

## DEAD METERS

If a meter is found not to register for any period, the District shall compute the water used as follows:

- a. For customers who have been served for over one year, the amount billed shall be based on the same consumption use as occurred during the same period the previous year.
- b. For customers who have been served for less than one year, the amount billed shall be based up water used for the last billing period.

\*Exceptions will be made to the rule if the facts reasonably show that either method does not give reasonably accurate consumption for the period.

## DELINQUENCIES

All water bills shall be due and payable when mailed and become delinquent after the 26<sup>th</sup> day of the month. The District will add a penalty of \$12.50 per month on the outstanding balance of the charges due if payment is not received by the District by the due date. If a customer fails to pay the water bill and penalty, if any, within thirty (30) days of the due date then the District Manager will notify the customer in writing that the District will terminate the customer's water service. The notice must inform the customer not only of the possibility of the termination of water service, but also of a procedure for challenging a disputed bill. If a customer is not able to pay the total amount of the bill, a suitable payment schedule may be made with the District Manager; provided however, that no outstanding balance shall be permitted to exceed the equivalent of two(2) months average bill on the property.

## TENANT BILLS

Original bills will be sent to the record owner of the property unless the owner has authorized billing to be sent to a property manager. The owner may request that a tenant bill be sent to residents of a building, however billing in this manner will not release the liability of the owner.

## COMPLAINTS AND DISPUTES

### INCORRECT READS

The customer, at his request, is to be instructed on how to read the water meter. If the customer believes the meter reading shown on the bill is incorrect by comparing previous billings and current readings, the customer shall notify the District within five days of receipt of the billing in question.

### METER ACCURACY

The customer, at the customer's expense, shall determine the accuracy of the water meter if the customer disputes its accuracy. If the District disputes the accuracy of the meter, it may, at its expense, determine its accuracy and if the meter is found to be inaccurate over two (2) percent in favor of the customer, the customer shall make the necessary repairs, at the customer's expense, to bring the meter into tolerance or replace the meter. Billing adjustments shall be made for inaccurate meters in the same manner and in accordance with the Rules and Regulations of the Water and Sewer District. *(The District may choose to replace the meter if the cost of testing exceeds the cost to replace.)*

### BILLING ERROR

If an error in billing has been made, the District may recover any under-billing or refund any over- collection for a period of 6 months preceding the date the error is determined.

## BILLING ERROR COMPLAINTS TO BOARD

Each user wishing to dispute the amount shown as due on the monthly statement may do so by writing the District Manager, at P.O. Box 1108, Bigfork MT 59911, or by presenting a complaint to the Board of Directors at any regularly scheduled meeting on the **second** Wednesday of each month at the designated time and meeting place.

The District shall make a full and prompt investigation of all complaints made by customers of the Water Utility and report the results thereof to the customer. If the complaint is not rectified to the satisfaction of the customer, the District shall notify the customer of the privilege of appeal to the Board.

## SERVICE INTERRUPTIONS

### NOTIFICATION OF SCHEDULED INTERRUPTION

Every customer affected by an interruption in service shall be notified in advance of all programmed work. Such notice shall be made at least 18 hours in advance in the form of personal contact, or a door tag placed on the entrance way for interruptions affecting 24 or fewer customers. For interruptions affecting a larger area than the foregoing, the notification may be in the form of the foregoing or a notification over electronic media at least twice prior to 18 hours before interruption.

### EMERGENCY INTERRUPTION

In the event of an emergency interruption, the District shall re-establish service as soon as possible. When emergency repairs, such as main breaks, fire hydrant damage, etc., becomes necessary, a concerted effort shall be made by the District to repair the cause without total disruption of service, except for that period when complete shutoff may be required due to the nature of the damage. Notification of affected customers may not be possible. However, every effort shall be made by the District to have an announcement sent over electronic media if the period of total interruption is expected to be more a four (4) hour period.

## LIABILITY

The District shall not be liable to customers or others for failure or interruption of water service due to main breaks, routine maintenance, and operations, acts of God, government regulations, court orders, acts of a public enemy, strikes or labor disputes, accidents, weather conditions, acts of third parties, droughts, or, without limitations by the foregoing, any other cause beyond the reasonable control of District personnel.

### ADJUSTMENT OF RATE FOR INTERRUPTION

Interruptions of service due to any of the foregoing or for the customer's frozen facilities shall not render the District liable for any adjustment in the bill.

## DISCONTINUANCE OF SERVICE

### VACATION OF PREMISES

Any customer who is about to vacate any premise supplied with service by the District, or for any reason, wishes to have the service discontinued, shall give at least a 24-hour notice to the District. Notice shall specify the date on which discontinuance is desired. Discontinuance will not be made on Saturday, Sunday, or Holiday unless the customer agrees, in writing, to pay the actual cost of turn off. The Rate Schedule is based on continuing service at each service location. Disconnect and Reconnect transactions shall not operate to relieve the same customer from minimum monthly charges. *Until the District receives such notice, the customer shall be held responsible for all services rendered.*

### TEMPORARY DISCONTINUANCE

Should the customer desire temporary discontinuance of the service, the District when notified will shut off the water at the curb stop. The Rate Schedule is based on continuing service at each service location. Disconnect and Reconnect transactions shall not operate to relieve the same customer from minimum monthly charges. In the event the curb stop cannot be closed for reasons beyond the control of the District, the District shall notify the customer of the reasons for not discontinuing the service.

### STRUCTURE TO BE DEMOLISHED OR MOVED

If a District served structure is scheduled for demolition or removal, billing will continue until structure is physically moved from the foundation.

### DISCONTINUANCE BY DISTRICT

The District will make a diligent effort to induce the customer to comply with all applicable Rules and Regulations, including payment of bills. When payment becomes delinquent as indicated by a past due notice on current billing, the customer shall have ten days after the billing notice to comply by making payment. If payment is not made, the District is directed to place a door tag upon the premise advising that service will be shut off and stating the date when this will be done and a door tag fee will be levied in accordance with the Rate Schedule. The District shall not be liable for failure of the customer to see such notice or for disappearance of the notice from the premises. The District shall keep record of all notices. The District shall not discontinue service on Friday, Saturday or Sunday, or a day prior to a holiday, or if it receives notice of an emergency affecting health. A written statement from a physician or health agency must be presented to the District within five days if such claim of emergency is made. In the case of fraudulent use of water, or where the water utility's regulating or measuring equipment has been tampered with, or where a dangerous condition is found to exist on the customer's premises, the water may be shut off without advance notice. An example of a dangerous condition is one which could cause damage to the water system or one which could potentially allow contaminants to enter the water system.

The District may discontinue service, upon not less than 24-hours' notice, to any customer for violation of any provision of a service agreement, rate schedule or this ordinance, including failure to pay bills within the specified period. If services are discontinued under these provisions, a \$25.00 service fee will be charged to the customer's account in addition to standard late fees. This fee must be paid in addition to all past due charges and late fees before service will be restored. When water service is discontinued for non-payment, the regular billing charges and late fees will continue to accrue each month according to the standard rates.

If services are discontinued and the property owner has not made full payment of all delinquent charges, interest and penalties, then the District may elect to have the delinquent charges collected as a tax against the property by following the procedures outlined in Montana Code Annotated 7-13-2301. Briefly, if a delinquent charge is not paid by the end of the fiscal year, the District Manager shall, by July 15 of the succeeding fiscal year, give notice to the owners of the property to which the service was provided. The notice must be in writing and must specify the charges owed, including any interest and penalty; must specify that the amount due must be paid by August 15th or it will be levied as a tax against the property. Montana Code Annotated also provides that the district may bring suit in any court of competent jurisdiction to collect amounts due as a debt owed to the district.

#### CHARGES FOR RECONNECTION DUE TO DISTRICT'S DISCONTINUANCE

Whenever the supply of water is turned off for violation of the Rules and Regulations, the District must receive payment for all charges, as determined in the Rate Schedule, before the water will be turned on. After service has been turned off because of non-payment of bills, the services shall not be turned on again until all outstanding water bills have been paid.

#### DISCONNECTED SERVICES

No plumber or other person shall be allowed to make connection with any conduit pipe or other fixture or to connect pipes when they have been disconnected, or to turn water on or off, on any premise serviced by the District, without permission from the District.

#### ACCESS TO PROPERTY

The District Manager and other duly authorized employees of the District shall be permitted at all hours to enter all properties for the purposes of inspecting, observing, measuring, sampling, testing, and pumping pertinent to supplying water in accordance with the provisions of this ordinance.

District Personnel shall, at all reasonable times, have access to meters, service connections, curb boxes, and other property owned by the District, which is on the customer's premises, for purposes of maintenance, operation, and inspection. The District also reserves the right to inspect all plumbing connected to and with the supply of water for violation of use, or improper or illegal connections. The customer shall remove obstructions and contain pets such that they do not impair ingress or egress or interfere with the work of District personnel. Refusal on the part of the customer to allow access for such purposes, remove obstructions or contain pets shall be deemed to be sufficient cause for discontinuance of service by the District. Customer shall have the right to verify the identity of the person seeking access.

## IDENTIFICATION OF EMPLOYEES

Every employee of the District whose duties require the entering of the customer's premises shall *carry an identification card* which identifies the employee as a District representative. The *identification card shall contain pertinent information necessary to identify the employee including a photograph, together with the District's telephone number.* The customer may refuse access to the customer's premises while the customer calls the District to check the authenticity of the identification card and that the employee is working for the District.

## METERING

1. All water furnished by the District shall be metered, except fire protection lines. Temporary service must be metered with a hydrant meter. The District shall provide, operate and maintain all meters, except as provided in the Irrigation Rule (and Customer owned downstream meters) Under no circumstances shall the customer remove, manipulate, or tamper with the meter. The District may replace any meter at such time as it may be judged necessary by the District.
2. The customer will pay for the necessary meter including a meter-box(pit/vault) whenever necessary, and the customer shall provide and maintain a location satisfactory to the District for installation thereof. In no event will the District furnish water through one meter to two or more residences or commercial premises irrespective of the fact that all such premises may be owned by one customer. Any deviation would require the approval of the District.
3. The duly authorized employees and agents of District shall have access at all reasonable hours to the premises of the customer for the purpose of reading or testing of meter, installing, removing, or replacing District property and other purposes incident to the supplying of service.
4. The meter size shall be determined by a licensed engineer or plumber and be based on the number of fixtures using AWWA or other applicable standards/codes. The building layout and corresponding calculations shall be provided to the District for review and approval.
5. Final installation of the meter shall in all cases be made by District.
6. All meters will be sealed by District. The breaking of seals by unauthorized persons or tampering with meters is prohibited. Only District employees or agents or person authorized by law are permitted to inspect or handle same.

7. The customer shall provide adequate protection of the meter from frost or other damage. The meter must be in a horizontal position where it is easily accessible for purposes of reading and repairing. When a meter is located inside a house or building, the District, at its own expense, may install a remote register for meter reading on the exterior of the house or building. The cost of repairs to meters caused by freezing or other damage shall be paid by the customer. All new meter installations shall be in vaults or pits that meet material and installation requirements as set forth in the standards. The customer shall exercise reasonable care in protecting the District's meter and other company owned equipment located on his premises.
8. When a customer desires one or more secondary meters for various tenants in a single building, the customer will be required to pay, read, and repair the secondary meter. District will not render bills based on the readings of such secondary meters and all use from one service must be billed to and paid by one customer. District will, if so requested, advise the customer of the monthly readings of the secondary meters.
9. No meter readings will be added together for billing purposes except in the case of large compound meters having two dials.
10. Whenever a meter shall fail to register the consumption of water, the District will estimate the amount used by averaging the use during the two previous months.
11. *The District may have equipment for testing meters. (The District may choose to replace the meter if the cost of testing exceeds the cost to replace.)*
12. Whenever a meter is found to exceed a limit of two percent fast or slow, it must be adjusted or replaced. *A manufacturer's certified test will be acceptable for the accuracy of new meters. (The District may choose to replace the meter if the cost of testing exceeds the cost to replace.)*
13. If a meter is found not to register for any period, the District may compute the water used as follows:
  1. For customers who have been served for over one year, the amount billed on the same consumptive use as occurred during the same period the previous year.
  2. For customers who have been served for less than one year, the amount billed shall be based upon water used for the last billing period.

\*Exceptions will be made to the rule if the facts reasonably show that either method does not give reasonably accurate consumption for the period

## CHANGES IN CHARACTER OF SERVICE

In the event the District makes changes in the system which would cause an increase of 10 p.s.i., or more above routine operation, in the pressure of the system, or portion of system thereof, the District shall notify the customers who will be affected by said increase. The customer shall be responsible for the adjustment of appliances and equipment, or installation and maintenance of pressure reduction devices to accommodate the increased pressure.



## DEVELOPMENT AND EXTENSION OF WATER MAINS

### COST OF EXTENSIONS

It shall be the responsibility of the developer or property owner to extend and pay all costs thereof, for all main extensions, pump stations, public sewer systems, public water systems, or any part of the system that requires extra capacity to be served from the existing District facilities to the site of development in accordance with all District standards per MCA 7-13-2301. If capacity is not available, the District will deny the request or give the developer the opportunity to pay for the improvements needed to accommodate the request through a service agreement outlined in the design standards. Under certain circumstances, the Board may determine that it is appropriate to approve and enter into a Developers Extension Agreement with the developer or property owner to provide for the reimbursement of costs associated with the construction of infrastructure which exceeds the size or capacity of Standard requirements for the property. This agreement sets forth the value of the extended main, the charges for new customer connections to the extension main and allows the developer to recover costs associated with the extension of said utility service for Standard improvements greater than required to serve the property. Said Agreement must be adopted by Resolution of the Board and signed by the District President and the Developer.

### DEVELOPER'S EXTENSION AGREEMENT OR LATE-COMER'S FEES

1. This agreement is for the purpose of equalizing the costs of building water infrastructure by a developer with the benefits to adjacent property owners who want to take advantage of the developer's improvements.
2. The following guidelines are to be used by the developer for drafting the agreement.
3. The developer can use a zone format to create a fee structure for adjacent property owners based on "actual costs only" as incurred by the developer during construction of the infrastructure system.
4. All agreements must have a stated time limit; usually no more than five years.
5. If lots within the development are all sold (connected) before the time limit, the agreement is automatically terminated at the time of the sale (connection) of the last lot.
6. All payments by adjacent property owners must be paid to the District and disbursed to the developer after any costs incurred by the District on behalf of the Developer have been paid in full.
7. The agreement will be drafted by the developer in accordance with these guidelines and reviewed by the District's legal counsel.
8. After legal review, the District will review the agreement and decide on a case-by-case basis as to the acceptance of the agreement.
9. The board will rule as to the suitability of all agreements and retains the right to refuse any agreement.
10. The water main shall be sized for future developments as determined by the District.
11. The District reserves the right to further extend the water main installed by the Developer.

12. If the District has become contractually obligated to collect a latecomer fee from a customer who connects to a main extension associated with an agreement, the District may refuse to allow such customer to connect to the extension until the fee is paid. If such customer fails or refuses to pay such fee when required, it shall be sufficient cause for discontinuance or refusal of service.
13. Customers who connect to the system after the extension is complete and who did not share in the cost of the extension shall pay the main extender a pro rata share of the costs as defined in the agreement.

## STANDARDS OF INSTALLATION

All mains, appurtenances and auxiliary piping shall be designed and installed in accordance with Design Standards. All plans, specifications and other information shall be submitted to the District for review and approval. No construction shall commence until written approval is given by the Montana Department of Environmental Quality, other appropriate governing agencies, and the District. Refer to District Design and Construction Standards for more information.

## OVERSIZING MAINS

A Developer's Extension Agreement may be established upon Board approval for main extensions that exceed the size and capacity required for the development if the oversized main benefits all residents within the District. If an oversized main is required to serve future development, the developer shall be responsible for the cost of the oversized main.

## ADDITIONAL EXTENSIONS

The District reserves the right to further extend the mains installed by foregoing customers. The District also reserves the right to charge future main extenders for their pro-rated share of the cost for the oversizing of the District's infrastructure. Such pro-rated cost shall be based on volume of flow contributed by the development for which the line was further extended, versus the volume of flow of which the oversized portion of the existing main could handle.

## SERVICE LINES AND CONNECTIONS

### MAIN CONNECTIONS

For services, the District shall install a service saddle, a service valve as well as tap the main. The customer shall bear the full expense for labor, equipment, and materials for such installations. The customer shall obtain a permit from the District before making said excavation and connection. All work shall be performed in accordance with District Design Standards.

## SERVICE LINES

The customer, at the customer's expense, shall be responsible to install all piping and appurtenances, except the meter, from the main connection to the point of usage, and restore all surfaces to the condition which existed before the installation. The service line, curb stop, and curb box shall be as specified in the District Design Standards. The curb stop and curb box shall be in the public right of way or an easement, in an accessible location approved by the District. There shall be no branches made in the service line between the main and the meter. All piping and appurtenances shall be installed, tested, chlorinated, and flushed in accordance with District Standards. Structures containing two or more residences under separate ownership shall have separate service lines from the main, service valves, curb stops, and meters for each residence. The District requires that all structures require separate services lines unless meeting the interior lot exception. The customer shall be responsible for the installation and maintenance of all piping, plumbing and equipment connected, or to be connected, to the District's distribution system. District shall not be liable for any loss or damage of any nature whatsoever caused by or arising from the operation of the customer's piping or equipment or from any defect in the customer's piping or in the customer's equipment upon the premises of the customer. District does not assume the duty of inspecting the customer's line, plumbing, and equipment and shall not be responsible therefore, but the customer shall grant permission for duly authorized employees or agents of District to make investigation, at reasonable times of the use of water in any premises served.

## CONSTRUCTION REQUIREMENTS

The size, slope, alignment, materials of construction of all water supply lines, and the methods to be used in excavating, placing of the pipes, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the State of Montana and the District. In the absence of code provisions. The materials and procedures to be used shall be as the District Manager shall require. All excavation over and around the main to make a connection shall be done by and at the expense of the customer. All connections shall be made gas tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the District Manager before installation. The connection and testing shall be done by the customer under the supervision of the District Manager or an authorized representative.

## EXCAVATION SAFETY

All excavations shall be adequately guarded with barricades and lighted to protect the public from hazard. Streets, sidewalks, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building service pipe to the main and for any other property damage or personal injury resulting from the negligent acts of the owner or his representative. Safety procedures required by OSHA must be followed.

## LOCATES

Before any digging commences, a call must be made to the One-Call center for locates to be completed. Locating is a system of identifying publicly owned buried facilities to prevent accidental damage to the lines when digging as well as property damage and personal injury resulting from breaking a line. The District may attempt to mark the general area of water service lines if time allows and the information is available. Notification is through [www.montana811.com](http://www.montana811.com), or calling 800-551-udig(8344) or 406-755-udig(8344). This is in accordance with Montana House Bill No. 365.

## MAINTENANCE OF SERVICE LINES

Operation and maintenance of the water line to the main shall be the responsibility of the owner and shall include routine inspection, maintenance, and rehabilitation. The customer shall maintain, at the customer's expense, all service piping, and appurtenances in good condition, free from leaks. Failure to do so shall be cause for discontinuance of service. If curb boxes are not maintained in a condition that the service can be shut off or turned on freely, the District reserves the right to make whatever repairs are necessary to be able to perform full functions and charge the customer for labor, equipment and materials necessary to make the repair. It is the customer's responsibility to repair any leaks in the service line immediately upon discovery. The customer shall be responsible for the installation and maintenance of all piping, plumbing and equipment connected, or to be connected, to the District's distribution system. District shall not be liable for any loss or damage of any nature whatsoever caused by or arising from the operation of the customer's piping or equipment or from any defect in the customer's piping or in the customer's equipment upon the premises of the customer. District does not assume the duty of inspecting the customer's line, plumbing, and equipment and shall not be responsible therefore, but the customer shall grant permission for duly authorized employees or agents of District to make investigation, at reasonable times of the use of water in any premises served.

## INTERIOR PLUMBING AND FIXTURES

All plumbing connected, directly or indirectly, to the supply or service of the District's water system shall conform to the installation requirements of the International Association of Plumbing and Mechanical officials "Uniform Plumbing Code" and these Rules and Regulations.

1. A curb stop and curb box, each of a type approved by the District, must be installed by the Customer at a location designated by the District. A valve must be placed by the customer so that the water can be readily shut off from within the building and the water pipes drained to prevent freezing, at some convenient point inside the building and so located that it cannot freeze.
2. Waste of water is prohibited, and customers must keep their fixtures and service pipes in good order at their own expense. All waterways must be closed when not in use. Leaking fixtures must be repaired immediately without waiting for notice from the District

3. The customer shall be responsible for all damage to or loss of District's property located upon his premises including damage by hot water, unless occasioned by circumstances beyond his control or by negligence of District. The use of water upon the premises of the customers is at the risk of the customer, and the responsibility of the District shall cease at the point of connection with the customer's service.

## FREEZING AND PREVENTION OF FREEZING

### MAINS

If there is danger of freezing of the mains, the District may request customers, individually or within a specified area, to run water sufficient to prevent freezing. Customers thus requested will not be billed for the excess used and their billing during the request period will be based on the same amount used during the same billing period the previous year, or, in the case of new customers, their billing will be based on a minimum charge. The District will notify the requested customers when the period of freezing danger is over, and the normal billing rate will become effective the next billing period. In the event the main does freeze, the District shall be responsible for all costs in thawing the main and repairing any damage to the main.

### SERVICE LINES

The customer is responsible for the prevention of freezing of the service line and appurtenances. If freezing does occur to the service line, the customer shall bear the cost of thawing and replacement of any damages piping, appurtenances, and equipment. It is the customer's responsibility to properly drain all water lines to prevent freezing when the service has been shut off for whatever reason. During the period from November 1 to March 15, water may be run sufficiently to prevent freezing of service lines and associated facilities and metered customers securing permission from the District prior to November 1 will be billed only for an amount based on the customer's average use, instead of for the actual amounts as determined by meter readings during the winter periods.

### FIRE HYDRANTS

Fire hydrants, except those on a private Fire Protection Line, are the property of the District, which shall have the responsibility for maintaining the same in good repair. The cost for hydrant maintenance shall be included in the metered rates charged to the customer as set forth in the Rate Schedule.

### ABANDONMENT OF SERVICES

When a lot or parcel is developed to a permitted use, all duplicate, excess, and/or unused services and fire services, including stub-outs, shall be abandoned at the main at no cost to the District. Aggregation of parcels will trigger abandonment of unused water and fire services. Whenever a building served by water ceases to exist, water services and fire services shall be abandoned at the main. At the discretion of the District, however, and depending upon whether water service is anticipated to be renewed within one-year, temporary removal from service may be controlled with an operative curb stop.

## STRUCTURES SCHEDULED FOR DEMOLITION

If a District-served structure is scheduled for demolition, billing will continue until structure is physically removed from the property.

## SOURCE WATER PROTECTION

To ensure safe drinking water for our customers, all District water lines are to be kept separate from private wells and pumps; therefore, no cross-connections whatsoever are permitted. Existing wells may be used only for irrigation or a heat source and must be physically separated from all District water lines. New private wells will not be permitted for use inside residences, business places, public institutions or for any commercial use. The District reserves the right to reasonable periodic inspection of irrigation wells.

## GEOTHERMAL INJECTION WELLS AND OPEN-LOOP SYSTEMS

All geothermal injection wells and open-loop systems located within the District are required to submit a hydrologic assessment report, performed by an experienced hydrologist, describing potential water quality effects to the District's water production sources. The report will provide an evaluation of the effect the injection water could have on a District well using a modular finite- difference groundwater flow model or approved equivalent model. The report will include a location map of the District's water source and private wells, pumping and injection rates, groundwater flow direction, and capture zone analysis with a particle tracking map. The applicant will also provide a copy of either the EPA injection permit or the Authorization Rule issued to the applicant by the EPA. If the report indicates there will be a detrimental effect on the District's water source, the District may refuse to service the applicant as defined in Refusal to Serve Customer.

## CROSS CONNECTION

No pipes or fixtures connected to the District's water supply will be connected, directly or indirectly, to pipes or fixtures containing water from any other source.

## PRIVATE MAINS

1. The District shall have no obligation to maintain, test, repair or replace private mains, and the District shall not be liable or responsible for any damaged caused by water leaking from a private main.
2. All customers served by a private main are jointly and severally liable and responsible for maintaining, testing, and repairing. All customers served by a private main are advised to replace such line with a properly designed and installed main.
3. A backflow preventor must be installed between the private main and the District-owned main.
4. If in the judgment of the District a private main has become hazardous or could damage or cause harmful effects to the water system, to customers, or to neighboring property owners or residents, the District shall give reasonable notice of the problem and the needed maintenance, testing, repair or replacement. The District shall allow a reasonable time for such work, based on the severity of the condition giving rise to such notice. If the District determines that it is not feasible or practical to remediate the private main, the District shall give reasonable notice to such customers of the need to install a new main,

or connect to an existing main, in the discretion of the District. The District shall allow a reasonable time for such work, based on the severity of the condition giving rise to such notice. The District may, in their discretion, grant extensions of time. If any customer fails or refuses to conduct the needed maintenance, testing, repair, or replacement, or fails or refuses to install a new main or connect to an existing main, it shall be sufficient cause for discontinuance of service.

## REGULATION AMENDMENTS

The adoption of this ordinance shall not preclude the Board from altering or amending them, in whole or in part, or from requiring other or additional service, equipment, facility or standard, either upon complaint, upon its own motion or upon application of the District Manager.

The Board may adopt, establish, or change policies which define and govern the action the District personnel on specific and special conditions. Said policy shall not conflict with any of the Rules and Regulations contained herein. The decision of the Board to adopt, establish or change such policies shall be made by a motion duly adopted and approved and filed with the District Secretary.

## VALIDITY OF ORDINANCES

The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance, which can be given effect without such invalid part or parts.

## PENALTIES

Any person violating any provision of this ordinance shall be served with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period stated in such notice, permanently cease all violations.

Any person violating any of the provisions of this ordinance shall become liable to the District for any expense, loss, or damage occasioned by the District by reason of such violation. This remedy is in addition to any other remedies that may be available to the district.

## EFFECTIVE DATE OF ORDINANCE

This ordinance shall be in full force and effect from and after \_\_\_\_\_, 2025. The rules and regulations contained herein shall govern the supply by the District of water in the service area. They are subject to revision from time to time by the Board and supersede all regulations by whatever term designated which may heretofore have governed the supplying of water.

**WHEREAS**, it appears in the best public interest that the following be adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the Bigfork Water and Sewer District that the attached WATER RULES AND REGULATIONS ORDINANCE be and is adopted.

The Secretary of the District is hereby instructed to codify and add this ordinance to the District's Book of Ordinances and Resolutions.

First Reading: 5 ayes \_\_\_\_\_ nays \_\_\_\_\_ abstentions Date: 5/15/2025

Second Reading: \_\_\_\_\_ ayes \_\_\_\_\_ nays \_\_\_\_\_ abstentions Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Secretary Attest: \_\_\_\_\_

Passed and adopted by the Board of Directors of Bigfork County Water and Sewer District on the \_\_\_\_\_

day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
District President



## RELATED DOCUMENTS

APPENDIX A-WATER RATES & CHARGES

RULES AND REGULATIONS GOVERNING SEWER SERVICES APPENDIX

A-SEWER RATES & CHARGES

DISTRICT DESIGN AND CONSTRUCTION STANDARDS DISTRICT FOOD

GRADE OIL & GREASE (FGOG) REGULATIONS DISTRICT GREASE, OIL

AND/OR SAND INTERCEPTORS DISTRICT PRETREATMENT STANDARDS

DISTRICT REUSE STANDARDS

## APPENDIX A

### WATER RATES & CHARGES

#### CHARGES FOR WATER SERVICES

- All District customers shall have a water meter installed. The meter reading will be used as a basis for a portion of water service charge.
- The District shall submit statements to the user for the user's water service charge monthly. Unless otherwise agreed to by the District, charges will commence on the day the user is hooked up to the water system.
- The District shall not supply free hookups, free water, or free service to any customer.
- Customers within the District who provide water hookups for mobile homes recreational vehicles, trailers, or other mobile water sources will be considered by the District Manager on a case-by-case basis. The District has the right to charge a monthly water minimum on each hookup facility.

Charges for water service to residential and commercial customers shall be:

Minimum monthly charge for water service:

<b>Charge</b>	<b>Meter Size</b>	<b>Water Use</b>
\$29.80	3/4" Meter	5,000 gallons or less
\$74.75	1" Meter	12,500 gallons or less
\$149.65	1 1/2" Meter	25,000 gallons or less
\$239.60	2" Meter	40,000 gallons or less
\$483.40	3" Meter	75,000 gallons or less
\$749.15	4" Meter	125,000 gallons or less
\$1,498.50	6 " Meter	250,000 gallons or less

PLUS:

- \$1.65 per thousand gallons for all additional water between 5,000 and 10,000 gallons
- \$2.35 per thousand gallons for all additional water between 10,001 and 30,000 gallons
- \$3.30 per thousand gallons for all additional water over 30,000 gallons

## IRRIGATION USE

All customers requesting connection to the District water system for irrigation purposes only can be classified as Class IRR customers if they so desire. Class IRR customers benefit from a plant investment fee that is being charged for 3/4" meters at the time the application is submitted, and a connection fee based on the meter size. A monthly minimum the same as the standard rate structure for the meter size will be assessed. Additional water usage will be at regular District rates. In return for these considerations, the Class IRR customers can receive water only when District supplies are ample. Should a water shortage arise for any reason the Class IRR customers will have their supply turned off by District personnel until such time as the water shortage is alleviated.

## CHARGES FOR FIRE SPRINKLERS

All customers requesting connection to the District's water system for fire sprinkler systems can be classified as "Class FSS customers" if they so desire. Class FSS customers benefit from a plant investment fee that is charged for 3/4-inch services regardless of line connection size, and a monthly minimum that is stated in these rules and regulations.

Charges for water service for private fire protection service shall be:

\$32.00 per month for each 3" connection

\$35.25 per month for each 4" connection

\$41.00 per month for each 6" connection

## HYDRANT METER CHARGES

Deposit: A \$1000.00 deposit in the form of a certified check is required as security. The deposit will be returned to applicant after the removal of the working hydrant meter and verification of it good condition by District personnel and receipt of billed charges.

Setting and Removal Fee: \$40.00 onetime fee

Water Usage Fee: \$3.50 per 1,000 gallons (minimum 10,000 gallons monthly.)

## PLAN REVIEW FEES

The District has contracted Morrison Maierle, Inc. to review all plans submitted for water and water main extensions, lift stations, wells, pressure systems and related infrastructure. If capacity is not available, the District will deny the request or give the developer the opportunity to pay for the improvements needed to accommodate the request. The charges will be invoiced to the developer and are to be paid before the plans are reviewed. These fees will be assessed on any plans submitted after May 6, 2005. See the following payment schedule:

<b>Water Design Review Fee Schedule</b>		
<b>Type of Improvements</b>	<b>Base Fee</b>	<b>+ Cost Per Unit</b>
One Lot Commercial Development	\$1,300	n/a
Subdivision	\$1,300	+ \$11.00/Service
Water Main Extension	\$1,300	+ \$1.10/LF of Main
Water Modeling/Capacity Analysis	\$2,200	+ \$2.20/Service or \$0.30/LF of Main (whichever is higher)
Pressure Reducing Station	\$1,100	n/a
Booster Station	Quoted Per Project	n/a
Water Supply Well & Wellhouse	Quoted Per Project	n/a
Storage Reservoir	Quoted Per Project	n/a
Other Improvements	Quoted Per Project	n/a
Resubmittal for Incomplete Drawings or Owner Changes	½ of the Original Fee or as quoted on a case-by-case basis	n/a

## CONSTRUCTION INSPECTION FEE SCHEDULE

- A. The District has contracted Morrison-Maierle, Inc. to perform periodic inspections of development construction to ensure compliance with the approved plans, specifications, applicable design standards, and rules and regulations. The charges will be invoiced to the Developer and are to be paid before construction commences.
- B. If the actual construction schedule exceeds the time allotted in the fee schedule, the District reserves the right to invoice the Developer for the additional construction inspection time required.
- C. If the Developer's Contractor fails to pass the required testing on the first try, the District reserves the right to invoice the developer for the additional construction inspection time required for observing additional testing.
- D. If the Developer's Engineer is not providing full-time inspection as required in the Design Standards, or if it is determined that the construction oversight by the Developer's Engineer is insufficient, the District will provide full-time inspection and administration by their engineer and invoice the Developer for the actual costs incurred.
- E. Fee schedule:

Construction Fee Schedule				
Type of Improvements	Base Fee	+ Cost Per Unit	Construction Schedule	+ Construction Weeks Per Unit
Subdivision	\$9,000	+ \$160.00 per service	8 weeks	+ 1 week per 5 services
Water/Sewer Main Extension	\$9,000	+ \$1.60 per linear feet of main	8 weeks	+ 1 week per 500 linear feet of main
Failed Test Observation	Quoted Per Project	n/a	n/a	n/a
Complex Construction Projects <sup>1</sup>	Quoted Per Project	n/a	n/a	n/a
1. Projects including booster stations, water supply wells, storage reservoirs, or other projects requiring a high level of inspection as determined by the District.				

## PLANT INVESTMENT, CONNECTION, AND INSPECTION FEES

Owners shall make applications on forms furnished by the District. The permit application shall be supplemented by any plans, specifications or other information required by the District Manager. Any additional costs incurred by the District in reviewing the application shall be paid by the applicant after the review is completed.

A Plant Investment Fee, Connection and Inspection Fee shall be paid to the District at the time the application is filed with the District Manager at the District office. It is the responsibility of the developer or property owner to extend and pay all costs thereof, for all main extensions, pump stations, public sewer systems, public water systems, or any part of the system that requires extra capacity to be served from the existing District facilities to the site of development in accordance with all District standards per MCA 7-13-2301. If capacity is not available, the District will deny the request or give the developer the opportunity to pay for the improvements needed to accommodate the request.

### Plant Investment Fee:

- All persons, firms, corporations, or others requesting connection to the district water system shall be assessed a plant investment fee to cover their proportionate share of the capital costs of the existing system.
- Meter size shall be specified by a licensed engineer or plumber.
- The plant investment fee shall be paid before service is rendered. If a larger capacity service is required on a piece of property, only the difference of capacity shall be charged. If a building on a piece of property which has been hooked up to the water system is demolished and a new building is constructed the plant investment fee shall only be applied to the difference of capacity.

Fees for these meter sizes will be based on the following Equivalent Dwelling Units (EDU):

<u>Meter size</u>	<u>EDU</u>	<u>PIF</u>
¾" or smaller	1.00	\$2,600.00
1"	1.79	\$4,645.00
1 ½"	4.00	\$10,400.00+TM
2"	7.14	\$18,564.00+TM
3"	16.00	\$41,600.00+TM
4"	28.57	\$74,282.00+TM
5"	44.64	\$116,064.00+TM
6"	64.29	\$167,154.00+TM
7"	87.11	\$226,486.00+TM
8"	113.78	\$295,828.00+TM
9"	144.00	\$374,400.00+TM
10"	177.78	\$462,228.00+TM

Connection Fee - All persons, firms, corporations or others requesting connection to the District water system shall pay a Connection Fee to cover the cost of labor and materials to make the tap, cost of the water meter and to make the inspection of the service lines and/or mains. Meter size shall be specified by a licensed engineer or plumber. The fees are as follows:

Size of Water Connection	Fee
¾	\$1,190.00
1	\$2,090.060
1 1/2" and Over	\$50.00 Materials & Labor

Application Review & Inspection Fee: \$ 100.00

## MISCELLANEOUS SALES OF WATER

- Bad Check/Bank Fees - The fee will be \$25.00
- Late Fees -All water bills shall be due and payable when mailed and become delinquent after the 26<sup>th</sup> day of the month. The District may add a penalty of \$12.50 per service per month on the outstanding balance of the charges due if payment is not received by the District by the due date.
- TURN-ON/TURN-OFF FEES FOR NON-PAYMENT-The reconnect fee shall be \$25.00
- Routine Turn-on/turn off fees-\$25.00
- Check for leak/Data log- \$25.00 fee.
- Transfer of service fee-\$25.00
- DOOR TAG FEE FOR NON-PAYMENT – \$5.00
- AFTER HOUR SERVICE CHARGE FEE - There will be a charge of \$50.00 per hour minimum of 2 hours for all non-emergency call outs or non-business hour services.
- For District employees to fill non potable water at district site for customer use there will be a \$75.00 service and the water will be charged out at \$3.50 per 1,000 gallons with a 10,000-gallon minimum.