

MNI WASTE' WATER COMPANY
RULES AND REGULATIONS

1. DEFINITIONS:

MEMBERS: Any resident of the Cheyenne River Reservation over the age of the eighteenth who receive and is purchasing water services from the company, whether directly or indirectly.

MEMBERS IN GOOD STANDING: A member who does not have a service disconnected for nonpayment, fraud, theft or other cause and who has had an active service for at least 1 month during the 12 months prior to a member meeting.

MAINLINE: Pipeline generally paralleling public right-of-way and making the distribution system of the Association. The main line will generally be located such that it serves, or may in the future serve, more than one user.

SERVICE LINE: The pipeline running from the tapping saddle or tee on the mainline to the upstream side of the meter in a meter pit or to the curb stop.

HEADQUARTER TAP: A water hookup intended for domestic and/or livestock water use OR ANY TAP THAT SERVES MORE THAN ONE DWELLING. Any holder of a range unit or anyone who derives income from farming, ranching or agri-business will be considered a headquarter tap.

PASTURE TAP: A water hookup intended for livestock use only.

WATER USER CONNECTION POINT: The point at which the water users private system is connected to the metering point. Only meters owned and supplied by MNI WASTE' WATER COMPANY will be used except in CRST Housing Authority owned buildings. In those buildings, Housing Authority meters may be used.

YARD AREA: The area of a farmstead, rural residence or cabin site which contains buildings, fences, wells, windmills, buried pipes, buried wires, sewers, or other obstructions such that the installations of buried waterline by large high-production trenchers or plows is rendered impractical or very difficult.

LICENSED PLUMBERS AND CONTRACTORS: Plumbers and contractors licensed as defined in the South Dakota State plumbing code.

TENANT: Water users who make use of a service owned by another.

RURAL RESIDENT: Rural water users and water users located in cluster housing developments not served by an existing municipal water system and all rural water users not engaged in farming, ranching or any other agricultural activities.

COMMERCIAL USERS: Any establishment which sells merchandise or services or produces a profit.

BULK USER: Any user of larger quantities of water through a temporary service.

FARM/RANCH: A tract or tracts of land, improvements and other appurtenances considered to be farm/ranch property which is used or will be used in the production of crops or livestock including the production of fish under controlled conditions for sale in sufficient quantities so that the property is recognized as a farm/ranch rather than a rural residence. The term “farm/ranch” also includes any such land and improvements and facilities used in a non-farm/ranch enterprise. It may also include a residence which, although physically separate from the farm/ranch acreage, is ordinarily treated as part of the farm/ranch in the local community. Also included is property cultivated, operated or managed as a farm/ranch for profit either by an owner or tenant.

TEMPORARY DISCONNECT: Any interruption of water service not of a permanent nature.

2. **APPLICATION FOR SERVICE:**

- a. The user will make application for service, in person, at the office of the Association and at the same time make the payments required and sign the forms provided by the Association.
- b. The Association may reject any application for service not available under the standard rate or which involves excessive service cost or which may affect the supply or service to other water users or for other good and sufficient reasons which shall be specified to the applicant.
- c. The Association may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location provided that when the premises of the owner have been serviced water and have not been paid the same, the Association shall not be required to render service to anyone at said location where the water was used until said water bill has been paid or until satisfactory arrangements have been made with management.
- d. Membership transfers may be subject to board approval and will be made on the books of the Corporation provided the new user signs a Water Users Agreement.

3. **DEPOSIT:**

A deposit of \$100.00 shall be required of all tenants applying for service.

- a. The deposit is not negotiable and can be redeemed only at the Association office, provided all amounts due and owing the Association are paid in full and service is discontinued to that water user.

- b. Where the Association finds that the request for a deposit refund is questionable, the Association may require the TENANT to produce the deposit receipt before a refund can be made.
 - c. A deposit equivalent to one seasons estimated use may be collected from renters of pasture units in advance of providing water service.
 - d. No interest will be paid on deposits.
4. MEMBERSHIP FEES:
- a. Membership fees shall be determined according to the type of membership and class of applicants as follows:

HEADQUARTERS HOOKUP.....	\$1500.00
RURAL RESIDENCE	\$1500.00
PASTURE TAP.....	\$1500.00
 - b. Additional hookup fees for oversize meters (larger than 5/8") shall be not less than actual cost of the oversize meter, pit and installation.
5. ASSOCIATION'S RESPONSIBILITY AND LIABILITY:
- a. For subsequent water user hookups of all types, the Association will provide the first fifteen (15) feet of service line and the meter pit and assembly. The water user may be responsible for installing the SERVICE LINE and associated appurtenances from the MAIN LINE to the point of use according to Corporation specifications and with a one-year warranty. Any person, business or other entity paying for mainline or service line will turn those over to MNI WASTE' WATER COMPANY and ownership up to and including the meter pit shall then rest in MNI WASTE' WATER COMPANY. In cases where the meter is installed within a structure, then ownership shall extend to and include the curbstop. In no case will MNI WASTE' WATER COMPANY pay for all or part of line extensions unless an agreement is made in advance to the installation.
 - b. If the MEMBER intends to use water from a PASTURE TAP for purposes other than livestock water, the Association will designate the tap as a HEADQUARTERS TAP and apply the current rate for the same. MEMBER shall be responsible for notifying the Association in the event of such a change.
 - c. The Association reserves the right to check all meters at any time and will cause all meters to be read at least annually.
 - d. The Association reserves the right to refuse service unless the water user's pipeline or piping are installed in such manner as to prevent cross-connection or back flow.
 - e. The Association shall not be liable for damage of any kind whatsoever resulting from water or the use of water on water user's premises. Association shall not be responsible for damage resulting from acts of vandalism which occur on water user's premises. Water users shall be responsible for payment of all water which flows through water user's meter.
 - f. The Association shall not be responsible for any damage done by or resulting from any defects in the piping, fixtures or appliances on the water user's premises.

- g. The Association shall not be responsible for negligence of third persons or forces beyond the control of the Association resulting in any interruption of service.
 - h. The Association shall not be liable for damage resulting from fires and shall not be obligated to supply any water for fire fighting.
 - i. No water will be supplied for irrigation of any crop.
6. WATER USER'S RESPONSIBILITY:
- a. All plumbers or plumbing contractors shall be required to obtain a tapping permit from the Association AND PAY A FEE OF \$1500.00 PER TAP.
 - b. For all classifications of water user hookups, the water user shall be responsible for protecting the Association's meter assembly or flow control assembly from damage regardless of where or by whom installed. The same is true of the service line on the water user's property. All service lines, except for those livestock hookups intended only for use in non-freezing conditions, shall be buried to a depth of cover of not less than 72 inches (6 feet). If livestock hookups are intended for use in non-freezing conditions, they may be buried at shallower depths provided that water is removed prior to freezing conditions. Providing adequate means of removing the water shall be the responsibility of the water user. The water user shall pay for the cost of repair, water loss and any other damage incurred because of freezing.
 - c. Water users shall not hookup at the water users connection point until they have been notified to do so by the Association. Water users may not make any connection closer than ten (10) feet to a MNI WASTE WATER COMPANY meter pit.
 - d. All water services must have installed a backflow prevention device as provided in the 1996 National Standard Plumbing Code, chapter 10.5.3. Service may be denied or discontinued at any point of use which is in violation of the above referenced Standard.
 - e. Water users shall be responsible for locating the private buried utilities within their yard area for the Association's contractor. In the event such utilities are cut or damaged due to inaccurate location (greater than plus or minus 18 inches variation), the water user will be responsible to repay the Association for the cost of repairing said utility.
 - f. The water users private piping and apparatus shall be installed and maintained by the water user at the water users expense in a safe and efficient manner and in accordance with the Association's Rules and Regulations and in full compliance with the sanitary regulations of the South Dakota Department of Health. The water users private piping shall be installed in such manner as to prevent cross-connection or back flow.
 - g. The water user shall guarantee proper protection for the Association's property placed on the water users premises and shall permit access to it by authorized representatives of the Association. The water meter must be unobstructed and accessible at all times for checking.
 - h. In the event that any loss or damage to the property of the Association or any accident or injury to persons or wrongful act of the water user or his agents, the cost of the necessary repairs or replacements shall be paid by the water

user to the Association. Any liability otherwise resulting shall be assumed by the water user. The amount of such loss or damage or the cost of repairs shall be added to the water users bill and if not paid service may be discontinued by the Association.

- i. Water furnished by the Association shall be used according to the classification of the water user. The water user shall not sell water to any other person. Water shall not be used for purposes other than those specified in the water user agreement or water purchase contract. Disregard for this rule shall be sufficient cause to discontinue service.
 - j. Water users may NOT install any pipe in the Association's trench paralleling an Association's pipeline.
7. **TEMPORARY SERVICE:**
The Association will supply service for temporary purposes provided the Association has water available in excess of regular needs and provided the Association has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Association a deposit of \$2500.00 for labor and materials less salvage value on removal, for installing and removing such service at the rates established by the Association for the classification of use.
8. **ACCESS TO PREMISES:**
a. Duly authorized agents of the Association shall have access at all reasonable hours to the premises of the water user for the purpose of installing or removing the Association's property, inspecting piping, reading or testing meters or for any other purpose in connection with the Association's service and facilities.
b. Each water user shall grant or convey or shall cause to be granted or conveyed to the Association a permanent easement and right-of-way as necessary for the Association's water facilities and lines so as to be able to furnish service to the water user or others.
9. **CHANGE OF OCCUPANCY:**
a. Not less than seven (7) days notice shall be given by the water user to the Association's office in person or in writing to discontinue service or change occupancy.
b. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest.
C. **ANY PAST DUE BILLING OWED ON A SERVICE MUST BE PAID IN FULL BEFORE RECONNECTION OF SERVICE IS PERMITTED.**
10. **BILLING PAYMENT AND COLLECTIONS:**
a. All members of the Association will be provided with a monthly computer billing card showing the users previous month's water bill. The member will bring or mail the monthly billing stub, along with payment and new meter reading, to the association office prior to the 15th of each month following receipt of the billing card. The payment for March, for example, is due prior to April 11th.
b. Accounts not paid by the 15th of the month will be considered delinquent. One notice of delinquent payment will be mailed immediately after an account

becomes delinquent and a penalty of 1.5 percent of the total amount due will be assessed to the delinquent account. Nonpayment within thirty days from the due date may result in water being shut off from the member's property without any further notice. An assessment of \$75.00 will be made to reinstate service. If service construction is required to terminate or reinstate service, the member shall be required to pay all costs of construction.

- c. Accounts which do not report a meter reading will be subject to a \$10.00 estimation fee. Accounts which go more than two consecutive months without a meter reading may be considered delinquent and subject to disconnect. If a bill is paid at the time an employee arrives to shut off water service for non-payment, a twenty dollar (\$30) fee will be assessed and collected at that time.
- d. Hookups turned on and not in use shall pay the established minimum users fee. If payment is not according to provisions in sections A and B above, service will be disconnected. An assessment of \$75.00 will be made to reinstate service.
- e. Accounts which are disconnected will have service restored only after payment is made in full or a payment agreement is completed.
- f. Checks returned by a bank for insufficient funds or other reasons will be considered as a non-payment and a thirty dollar \$40.00 fee will be assessed and collected at that time.
- g. A remote meter readout may be installed by the Association as a convenience to the water user. However, in the event that a difference occurs in the amount of water use recorded by the remote readout device versus the meter, the reading on the meter shall govern. The water user is responsible for payment for all water metered through a meter which has been tested to be accurate or slow.
- h. The late penalty for overdue and delinquent accounts shall be 1 1/2% a month on the unpaid balance.
- i. Pasture tap owners who wish to have a meter left installed during periods of disconnect for their own convenience may do so provided they sign an agreement to be wholly responsible for water metered regardless of whether it is actually used or if lost due to a leak, vandalism, accident or other cause.
- j. A \$10.00 fee per month will be charged for any meter pit not in use.

11. WATER RESTRICTIONS

- a. Water may not be used for the purpose of washing cars, trucks, or any other motorized vehicle at any time.
- b. Water may not be used for the purpose of filling personal pools at any time.
- c. Water may not be used for the purpose of watering lawns or flower gardens at any time.
- d. Vegetable gardens may only be watered between the hours of 8:00 pm through 10:00 pm each day.
- e. Water used for watering of livestock shall be subject to the restrictions on such use approved by and implemented by the Mni Waste' Water

Company. Violation of Mni Waste' Water Company restrictions subjects the violator to a penalty imposed by the Water Company of not less than \$250.00.

- f. Water used by Fire Department officials for fire fighting shall be subject to the restrictions on such use approved by and implemented by the Mni Waste' Water Company.

12. **SUSPENSION OF SERVICES:**

- a. When services are permanently discontinued and all bills paid, the deposit, if any, will be refunded.
- b. Upon discontinuance of service for non-payment of bills, the deposit will be applied by the Association toward settlement of the account. Any balance will be refunded to the water user but if the deposit is not sufficient to cover the bill, the Association may proceed to collect the balance in the usual way provided by law for the collection of debts.
- c. The Association reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. Water user's willful disregard for the Association's rules.
 - 3. Emergency repairs.
 - 4. Insufficient supply due to circumstances beyond the Association's control.
 - 5. Direction of public authorities.
 - 6. Strike, riot, fire, accident or any unavoidable cause.
 - 7. To prevent system contamination through an unintentional or intentional cross connection.
- d. The Association may, in addition to prosecution by law, permanently refuse service to any water users who tamper with a meter or other measuring device.
- e. The Association may file liens on property when all other collection efforts are ineffective.
- f. The Association may require a user so disconnected to make a deposit not to exceed two (2) years water bill. When services are permanently discontinued and all bills paid, the deposit, if any, will be refunded. The Association will not pay interest on such deposits.

13. **FLOW RESTRICTORS**

The Association may install flow restrictors in areas- with high concentrations of water usage to reduce flow rates as low as 2.5 gpm (gallons per minute) where such service use has a negative impact on other users.

14. **COMPLAINTS AND ADJUSTMENTS**

- a. If the water user believes his meter reading to be in error, he shall present his claim in person at the Association's office before the bill becomes delinquent. Such claim, if made after the bill becomes delinquent, it shall not be effective in preventing discontinuance of service as heretofore provided. The water user may pay such bill under protest and said payment shall not prejudice his claim.

- b. Meters will be tested at the request of the water user upon payment to the Association for making the test. However, if the meter is found to over register beyond three (3) percent of the correct volume, no charge will be made and any payments will be refunded.
 - c. The water user shall not break the meter seal. The Association may test or cause to be tested a meter with a broken seal. The water user may be subject to pay the actual cost to the Association for making such test.
15. **RATES AND WATER USE**
- a. Rates for water use shall be set for the following water use categories:
 - 1. Headquarters / Ranch Headquarters
 - 2. Rural Residences
 - 3. Pasture Taps
 - 4. Communities
 - 5. Bulk Users
 - 6. Commercial
 - 7. Raw
 - b. The Association will not allow hook ups to raw waterlines for household use or human consumption.
 - c. Type of service shall be marked on the application for water service and it shall conform to the definitions set out in these rules and regulations.
 - d. Church Rates-Churches which do not have a residence served along with the church will not have to pay a monthly minimum but will have to pay for the water at the same rate as other user, per thousand gallons.
16. **ADJUSTMENT OF FEES AND RATES**
The Board of Directors will annually or periodically review all fees and rates mentioned in the Rules and Regulations and will adjust the same as deemed necessary.
17. **TAMPERING WITH METERS**
Effective April 17 2014, users who have meters which have been tampered with will be subject to immediate disconnect, a \$1500.00 reconnect fee per board approval prosecution under State or Tribal Law and may be charged for time and materials beyond the reconnect fee.