

**MCKENZIE COUNTY
WATER RESOURCE DISTRICT**

**RURAL WATER SYSTEM
MEMBER HANDBOOK**

Revised March 2014

GENERAL PROVISIONS

The purpose of this handbook is to:

- A. Establish rules, regulations, rates, tolls and charges governing those aspects of the water service operations of McKenzie County Water Resource District (MCWRD) over which the MCWRD has legal jurisdiction and to ensure that such rules, regulations, rates, tolls and charges are applied in a non-discriminatory manner to all Members within the MCWRD's service area; and
- B. Establish rules, regulations, including applicable fees, intended to ensure that Members of water service fairly, accurately and promptly compensate the MCWRD for provision of water service.

The intent of this Handbook is to establish schedules of rates, fees and charges for provision of water service by McKenzie County Water Resource District to service areas currently owned and operated by McKenzie County Water Resource District, and to future new or existing service areas that may come under the jurisdiction of MCWRD. A separate accounting for each service area's revenues and expenditures need not be maintained under the Water Resources Fund.

II. DEFINITIONS

- 2.1 Accessibility. All assemblies must be installed in such a manner as to be readily accessible to testing or repair in accordance with McKenzie County Water Resource District guidelines.
- 2.2 Account Transfer shall mean any change made to a billing account, including but not limited to new ownership or new tenancy.
- 2.3 Accountability. The McKenzie County Water Resource District is vested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of this Ordinance.
- 2.4 Applicant shall mean the person, business or governmental agency making application for water service to a parcel within the service area.
- 2.5 Application shall be a written request for water service as distinguished from an inquiry as to the availability of, or charges for, such service.

- 2.6 Approved shall mean accepted by the McKenzie County Water Resource District Board as meeting an applicable specification stated or cited in this handbook, or as suitable for the proposed use.
- 2.7 Auxiliary Water Supply shall mean any water supply on or available to the premises other than the purveyor's approved public water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids." These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.
- 2.8 Backflow shall mean the undesirable reversal of the normal flow of water caused by either backpressure or back-siphon.
- 2.9 Backpressure shall mean the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source caused by the reduction of pressure in the potable water supply system.
- 2.10 Back-siphon shall mean the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by the reduction of pressure in the potable water supply system.
- 2.11 Backflow Preventer shall mean an assembly or means designed to prevent backflow. Any assembly used for the purpose of cross connection control shall meet the design and performance specifications as determined by a laboratory and a field evaluation program resulting in an approval by a recognized USCFCCC&HR approved testing agency for backflow prevention assemblies. Each device shall have properly located resilient seated gate valves and test cocks for testing. Assemblies must be readily accessible for in-line testing and maintenance.
- A. Air-Gap. The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing, fixture, or other device and the flood level rim of said vessel. An approved air-gap shall be at least double the diameter of the supply pipe, measured vertically, above the overflow rim of the vessel; and in no case less than one inch.
- B. Reduced Pressure Principle Assembly. An assembly of two independently acting approved check valves together with a hydraulically operating, mechanically independent differential pressure relief valve located between

the check valves and at the same time below the first check valve. These devices must be installed in a location where no part of the assembly will be below grade.

- C. Double Check Valve Assembly. An assembly of two independently operating approved check valves with resilient seated shut-off valves on each end of the check valves.
 - D. Pressure Vacuum Breaker Assembly. This assembly shall include an approved internally loaded check valve and a loaded air opening to atmosphere on the discharge side of the check valve between two resilient seated shut-off valves. This assembly may only be used in irrigation systems that do not inject contaminants into the irrigation systems. Use will be limited to irrigation systems only.
- 2.12 Billing Period shall be the period for which a billing is made. It may be for an average month and need not coincide with the calendar month (i.e. may be billed on a cycle of 29 to 31 days).
- 2.13 Board shall mean the McKenzie County Water Resource Board.
- 2.14 Certified Tester shall mean an individual who holds a current North Dakota/Montana AWWA certification as a backflow prevention tester and is approved by the McKenzie County Water Resource District.
- 2.17 Commercial Building shall mean any building, structure or facility or a portion thereof, devoted to the purposes of trade or commerce, such as a store or office building.
- 2.18 Construction Water shall mean water delivered through a standard service connection for construction purposes.
- 2.19 Contamination shall mean an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree that creates an actual or potential hazard to the public health through poisoning or through the spread of disease.
- 2.20 Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of North Dakota to perform the type of work to be done under the Permit.
- 2.21 Cross Connection shall mean any actual or potential connection between the service area's distribution facilities and any source or system that may potentially cause contamination, pollution, or change in water quality by any and all causes.

- A. Cross Connection Control shall mean a connection between a potable water system and a non-potable water system with an air gap
- 2.22 County shall mean the County of McKenzie, North Dakota.
- 2.23 Cubic Foot is the volume of water that occupies one cubic foot. The cubic foot is equal to 7.481 gallons.
- 2.24 Member shall mean a person who receives water service from the McKenzie County Water Resource District within the Service Area or who owns the parcel to which water is served.
- 2.25 Date of Presentation shall be the date upon which a bill or notice is either postmarked or hand delivered to the Member.
- 2.26 Delinquent shall mean an account that has not been paid by the 1st day of the calendar month following the due date of payment specified on the bill.
- 2.27 Developer shall mean any person engaged in or proposing development of property.
- 2.28 Development shall mean a parcel of property being improved and requiring installation of water mains to and possibly on the property being improved.
- 2.29 Employee shall mean any individual employed by the County excluding independent contractors, consultants, and their employees.
- 2.30 Gallon is the volume of water that occupies 231 cubic inches.
- 2.31 Hazard, Degree of. The term is derived from an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
- A. Hazard - Contamination. Any condition, device, or practice in the water supply system and its operation which could create, or in the judgment of the Board, may create a danger to the health and well-being of the water consumer.
- B. Hazard - Plumbing. A plumbing type cross-connection in a Member's potable water that has not been properly protected by an approved air-gap or approved backflow prevention assembly.
- B. Hazard - Pollutant. An actual or potential threat to the physical properties of the water system or to the potability of the public or the Member's Potable

Water system but which would constitute a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances, but would not be dangerous to health.

- C. Hazard - System. An actual or potential threat of severe damage to the physical properties of the public potable water system or the Member's potable water system or of a pollution or contamination which would have protracted effect on the quality of the potable water in the system.

2.32 Idler shall mean a length of pipe or spacer installed in lieu of a meter.

2.33 Industrial Fluids System. Any system containing a fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration that could constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and "used waters" originating from the public potable water system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis, circulating cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural water such as from a well, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; oils, gases, glycerin, paraffin, caustic and acid solutions and other liquid and gaseous fluids used in industrial or other purposes or for fire-fighting purposes.

2.34 Inspector shall mean an individual designated to inspect facilities falling under the purview of this Handbook.

2.35 Inter-Connection shall mean any actual or potential connection to Member piping which will provide water to property or permit use of water for purposes other than that for which a service connection was authorized.

2.36 Law is any statute, rule or regulation established by Federal, State, County or Municipal authorities.

2.37 Main Classifications:

- A. Off-Site Main shall mean a main, regardless of size, which extends from the existing water system to a Development but excluding on-site mains.
- B. On-Site Mains shall mean those public mains that are installed specifically to provide service to Developments, and generally located within the Development's boundaries.

- C. Public Mains shall mean those mains that are owned, operated and maintained by McKenzie County Water Resource District after completion and acceptance.
 - D. Private Mains shall mean all water mains not owned by McKenzie County Water Resource District after completion.
- 2.38 May is permissive (see "Shall", Sec. 2.60).
- 2.39 Metered Service is a service for which charges are computed on the basis of measured quantities of water.
- 2.40 Modified Service shall mean an Applicant initiated request for a change to existing water system infrastructure to provide an increase or decrease in water service requirements, including main lines, service lines, meters, and any other facilities as determined by McKenzie County Water Resource District.
- 2.41 New Service shall mean an Applicant initiated request for water service that requires infrastructure to be constructed before water service can be provided. Infrastructure includes, but is not limited to, water mains, service lines, meter pits, meters, tanks, pressure regulating stations, and pump stations.
- 2.42 Non-potable Water shall mean water that is not safe for human consumption.
- 2.43 Owner shall mean a person who holds legal title to the property or who is under contract to purchase the property.
- 2.44 Permit shall mean any written authorization required pursuant to this or any other regulation of the service area for the installation or operation of any water works.
- 2.45 Person shall mean any individual, firm, association, organization, partnership, trust, company, corporation or entity, and any municipal, political, or governmental corporation, district, body, or agency other than McKenzie County Water Resource District.
- 2.46 Pollution means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard, or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for Domestic Use.
- 2.47 Potable Water means any water meeting the recognized state and federal drinking water standards which have been established to ensure that water is safe for

human consumption.

- 2.48 Premises shall mean an individual residential or commercial unit served by the water system.
- 2.49 Private Fire Protection shall mean service through a line to hydrants used to extinguish accidental fires not located within a public dedicated and accepted right-of-way.
- 2.50 Service Area shall mean the place of use of water rights available to serve the certain areas as designated in Article 13.
- 2.51 Service and Connection Classifications:
- A. Commercial Services shall mean service connections to include, but not limited to, office building, motel, hotel, workforce housing, mobile home park, multi-family, RV park, store, restaurant, bar, service station, car wash, etc. This use also applies to single metered service connections to multiple rental units where the owner furnishes his own distribution system such as apartment houses, condominium, or townhouses.
 - B. Emergency Service Connection shall mean a temporary service connection required to provide water to safeguard health and protect private or public property, subject to the conditions governing temporary service connections.
 - C. Farm & Ranch Water Use – this category shall apply to farm or ranch operation, including the domestic water uses of the home. Where the farm or ranch has multiple dwellings, each having limited domestic uses of water, only one can be selected to receive its water service from the metered service on the farm or ranch. This category also includes water of livestock. Livestock as used here includes cattle, sheep, goats, hogs, and poultry. Also included are such animal species as horses, rabbits, bees, pets, fur-bearing animals in captivity.
 - D. Industrial Water Use – for any service connection that is engaged in a process which creates or changes raw or unfinished materials into another form or product (factories, elevators, fertilizer plant, mills, machine shop, canning and packaging plants, or processing plants).
 - E. Interim Services shall mean non-permanent connections for delivery of

water for use during the construction of subdivisions, other construction projects, and in certain instances, for emergency service.

- F. Non-Standard Connection shall mean a service connection installed at a location not adjacent to the property served and where there will never be a main installed contiguous to the property.
 - G. Residential Main shall mean service to a Member in a single family dwelling, mobile home or building, or in an individual flat, condominium, or apartment in a multiple family dwelling, or building or portion thereof occupied as the home, residence or sleeping place of one or more persons.
 - H. Residential Water Use – extends to culinary and household purposes, in a single family dwelling, the watering of a family garden. Second dwellings on a farmstead or residential lot having normal domestic use shall be a separate connection (meter and service line), requiring a separate membership to the System.
 - I. Service Connection shall mean the lateral pipe from the point of connection to a County water main, to and including the curb stop valve and/or meter box.
 - J. Standard Service Connection or "Permanent Service Connection" shall mean a service connection installed at a location adjacent to the property being served.
 - K. Temporary Service Connection shall mean a service connection installed at a location not adjacent to the property served and which is subject to removal or relocation at such time as a main is constructed.
- 2.52 Shall is mandatory (see "May", Sec. 2.44).
- 2.53 Renter shall mean a person renting or leasing commercial or residential property from the Owner or the Owner's selected representative.
- 2.54 Used Water means any water supplied by a water purveyor from a public potable water system to a Member's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.
- 2.55 Water Service Agreement shall mean the agreement entered into between the Applicant and McKenzie County Water Resource District that defines the terms and conditions under which McKenzie County Water Resource District shall

provide the requested water service. _

III. DISTRICT'S RESPONSIBILITY

A. MCWRD shall install a service line from its main distribution line to the agreed upon point of connection of the Member. In the absence of an agreement, MCWRD reserves the right to determine the point of connection. MCWRD shall furnish and install a curb-stop valve at that location.

B. When two or more meters are installed on the same premises for different Members, they shall be closely grouped and each clearly designated as to which Member it serves.

C. MCWRD does not assume the responsibility of inspecting the Member's piping or apparatus and will not be responsible therefore. However, all meters will be inspected as needed or caused to be inspected as needed by MCWRD.

D. MCWRD reserves the right to refuse service unless the Member's line or piping is installed according to MCWRD's requirements, and in such manner as to prevent cross-connection, or back flow.

E. MCWRD shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's premises unless damage results directly from negligence of MCWRD. MCWRD will not be liable for damage to property occasioned by water running from open or faulty piping or fixtures on the Member's property or from interruption or termination of service in accordance with this Handbook. MCWRD shall not be responsible for any damage done by or resulting from any defects in the piping, fixtures, or appliances on the Member's premises. MCWRD shall not be responsible for negligence of third persons or forces beyond the control of MCWRD resulting in any interruption of service.

F. MCWRD shall be responsible for damage to property resulting from maintenance or repair activities by District personnel or failure of District's meter assembly equipment if the damages are caused by negligence or intentional torts of MCWRD.

G. Scheduled Interruptions. Whenever MCWRD finds it necessary to schedule an interruption to the delivery of water, MCWRD or its designee will, where feasible, notify all Members to be affected by the interruption, stating the approximate time and anticipated duration of interruption. Scheduled interruptions will be made at such hours as will provide the least inconvenience to the Members consistent with reasonable MCWRD operations.

H. MCWRD will maintain, open for public inspection at its business offices, pertinent information regarding the service rendered, a copy of the current MCWRD Schedule of Rates and Charges for Water Service, Service Area maps and forms of contracts and applications applicable to the territory served.

I. Characteristics of the Delivery of Water. MCWRD will supply water at the Member's Service Connection in adequate quantities to meet the reasonable needs and requirements of the Member, as determined by the MCWRD, based on information furnished by the Member.

J. MCWRD shall not recognize the transferability of an Application based on the past payment of a Meter Connection Privilege Fee. MCWRD collection of a Meter Connection Privilege Fee is commitment to serve the Applicant for the subject unit at the subject location, nothing more and nothing less. Should the Applicant withdraw their Application to construct a previously approved unit, the meter Connection Privilege Fee would be refunded at the discretion of the Board.

II. MEMBER'S RESPONSIBILITY

A. Piping on the Member's premises must be so arranged that the connections are conveniently located with respect to MCWRD's lines or mains. The Member shall furnish, install and maintain a service line from the curb-stop to the Member's metering point. MCWRD will furnish Member, at Member's cost, the curb-stop with extension rod/box, meter check valve (back-flow) and pressure reducer, flow reducer, pressure gauge, and thermo-expansion tank, also referred to as the water meter package. Installation of each of these items shall be the responsibility of the Member and shall be installed according to specifications required by MCWRD.

B. If the Member's piping on Member's premises is so arranged that MCWRD is called upon to provide additional meters, each place of metering will be considered as a separate and individual membership account, subject to a separate hookup fee and monthly minimum service fees.

C. The Member shall provide a suitable frost-proof place for a meter placed on the Member's property. It shall be unobstructed and accessible at all time for reading by District personnel.

D. The Member shall furnish and maintain two private cut-off valves, one on the Member's side of the meter, and one on MCWRD's side of the pressure reducing valve.

E. The Member's piping and apparatus shall be installed and maintained by the Member and at the Member's expense, in a safe and efficient manner and in accordance with MCWRD's rules and regulations and in full compliance with the

sanitary regulations of the North Dakota State Department of Health, North Dakota State Plumbing Board, or any other governmental agency having jurisdiction.

F. The Member shall guarantee proper protection for MCWRD's property placed on the Member's premises and shall permit access to it only by authorized representatives of MCWRD.

G. In the event that any loss or damage to the property of MCWRD or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Member, the Member's agents, guests, invitees, licensees or employees, the cost of the necessary repairs or replacements shall be the responsibility of the Member to MCWRD and any liability otherwise resulting shall be assumed by the Member. The amount of such loss and damage or the cost of repairs will be added to the Member's bill, and if not paid, service may be discontinued by MCWRD.

H. Water furnished by MCWRD shall be used according to the classification of the Member. The Member shall not sell water to any other person without express written permission by MCWRD. Water shall not be used for irrigation, nor other purposes except that when water is available in sufficient quantity, without interfering with the regular classified use in the area served, the water may be used for any other purpose. Disregard for this rule shall be sufficient cause for refusal or removal of service, along with full compensation to MCWRD for any profit made by Member for selling water.

I. The Member shall be solely responsible for the transmission and delivery of water over or through Member pipes, meter(s), and equipment, regardless of the place where such may be metered. The County shall have no responsibility for any loss or damage to Member's receiving facilities.

K. In regard to watering livestock, the Member may be required to provide a constant flow valve or other device, acceptable to MCWRD, so that water will be more uniformly delivered to the livestock water trough throughout the twenty-four hour period. Such device shall be installed at all principal livestock water places in accordance with sanitary regulation of the North Dakota State Department of Health or any other governmental agency having jurisdiction.

L. All Applicants for service connections or water service will be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection, and to hold MCWRD harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service. Property owners and/or Members are responsible for installation and maintenance of privately owned pressure regulators, or other devices as required. Prior to MCWRD service being provided in areas known to fluctuate above or below acceptable operating limits, the Member may be required to give written acknowledgment and acceptance of

the high or low pressure conditions.

M. All Members shall treat MCRWD staff with respect and shall not harass, verbally abuse nor physically abuse the staff. Such behavior shall result in termination of water service.

III. CLASSIFICATION OF SERVICE

The following guidelines shall be used in determining the classification of service and MCWRD reserves the right to make such determinations. See Section II for detailed definitions.

RESIDENTIAL

FARM & RANCH

COMMERCIAL

INDUSTRIAL WATER USE

BULK TEMPORARY INDUSTRIAL

IV. WATER RATES, OTHER CHARGES, FEES AND DEPOSITS

A. Water Rates. The rates for water will vary depending on type and volume of usage. Rates will vary with time. The rates in effect on the date the Application is approved will be the initial rate, subject to modification at any time by MCWRD.

B. Charges and Fees for Installation of a Water Service.

- i. Charges and fees that may be required for water service include, but are not limited to, service installation (performed by a MCWRD approved Contractor), Meter Connection Privilege Fee (based on approved meter size), Non-refundable Engineering Fee, Remote Read Meter Fee, Bed Fee, Unit Fee, and Fixture Unit Fee (based on approved number of fixtures). Common Use Fixture Unit Table is provided at the back of the Handbook. For Fixture Units not included in the table please refer to the current edition of the Uniform Plumbing Code.

C. Meter Connection Capacity Fee

- i. A Connection Capacity Fee shall be charged for each new water service where such fee was not paid by the developer of the subdivision or property. The fee shall be based on the service size.
- ii. The fee shall be charged for each dwelling unit or lot on the final subdivision or parcel map.
- iii. The fee shall be paid to the MCWRD prior to approval of the final subdivision or parcel map, issuance of building permit, or initiation of work by the County.
- iv. If in the opinion of the MCWRD, a larger service should be installed due to limited pressure available at the site of service, the MCWRD may install a larger service line and/or meter or may require the installation of a booster pump which cost shall be borne proportionately by the Members receiving benefit. The Connection Capacity Fee would be based on the service size required if there was not limited pressure.

D. Non-Refundable Engineering Fee

- i. All applications shall include payment for the non-refundable engineering fee. This fee is used to determine line size and water availability for each application.

E. Remote Read Meter Fee

- i. All applications shall include payment for a remote read meter to be installed for each approved application.

F. Bed, Unit, and Fixture Unit Fee

- i. All applications that fall under the Commercial/Industrial Water Use shall include payment for the appropriate Bed, Unit, and/or Fixture Unit Fee as outlined in the Application and Engineering Policy (Approved May 21, 2013).

V. CONNECTION AND INITIAL BILLING DATE

A. The Member shall connect service lines to MCWRD's distribution system and shall commence to use water from the system on the date that the water is made available to the Member by MCWRD. Water charges to the Member shall commence on the date that the service is made available, regardless if Member makes use of the service.

B. Water available to the property between the first and fifteenth, inclusive, shall be charged no less than the monthly minimum from that date to the end of the month. Water available to the property between the fifteenth and the end of the month shall be charged no less than monthly minimum rate starting on the first of the following month, including charges for all water used, at the established rate structure.

C. Security Deposit for Service. MCWRD may require a security deposit in the amount determined by the MCWRD Board. Customers whose accounts are consistently delinquent, and in situations where MCWRD has cause to believe that a deposit is required to insure payment of bills. At the end of one year of service, if all accounts have been kept current the amount of the deposit shall be credited to the next month's bill. Upon discontinuance of service, any deposit held by MCWRD will be applied to the final billing with any remaining deposit amount refunded to the Customer. By posting a deposit, the Customer agrees that the deposit is a pledge to make future payments to MCWRD and not payment for future services that are furnished by MCWRD.

- i. Any Application for service will not be granted unless full payment has been made for water service previously rendered to the Applicant or Customer by MCWRD.
- ii. Failure on the part of the Customer to make such deposit within fifteen (15) days after written notice by MCWRD that such deposit be made or service may be discontinued, shall warrant MCWRD in discontinuing the service to the Customer.
- iii. An owner who resides at the property and/or is directly paying for the water service may, in lieu of a security deposit, provide MCWRD a letter of good credit history from any valid and currently operating utility company. MCWRD may then waive the security deposit upon acceptance of the letter of good credit. MCWRD retains the right to require a security deposit should the Customer's account become consistently delinquent, or in other situations where MCWRD has cause to believe that a deposit is required to insure payment of bills.

D. An Applicant who provides incorrect information as to the size and location of a service connection or requests a change in the size or location after work has commenced shall pay any costs incurred as a result of such connections and changes. They shall be subject to fines imposed at the discretion of the MCRWD Board.

VI. METER READING, BILLING AND COLLECTIONS

A. Billing will be done on a calendar basis by MCWRD or its designee. Each Member will read his meter on the first day of each month and report the reading on the monthly billing card along with payment due, as indicated on the card, for water used in the prior month, to the office of MCWRD. MCWRD will use meter readings from

previous readings to calculate the following month's charges, according to the approved rate schedule established by MCWRD. Members shall be subject to fines imposed at the discretion of the MCRWD Board.

B. Bills shall be declared delinquent after the 10th day of the month. Thereafter a late fee of 1.50%/month, or 18% per annum, shall be charged on the amount of the outstanding bill, excluding any accrued late fees. The minimum late fee shall be set by the MCWRD Board. The regular rate and late payment rate shall be listed on the billing cards. When the 10th of the month falls on the weekend or holiday, payment must be received in MCWRD office by 9:00 a.m. the first working day after the 10th, to be considered timely paid.

C. Delinquent Accounts. Accounts not paid in accordance with this Handbook are delinquent and shall be charged a late payment processing fee of 1.5 percent per month of the outstanding balance plus a handling fee as set by the MCWRD Board per delinquent account monthly.

D. Discontinuance of Service. MCWRD may discontinue service to a Member having a delinquent bill.

E. Represents Lien on Property. Until paid, all rates, tolls and charges provided in this Handbook constitute a perpetual lien on and against the property served and may be foreclosed upon as provided by law.

F. Proration of Service Charges; Minimum Bill. If any opening or closing bill is for a period shorter than the regular billing period, the base rate charge and monthly flat rate charges for service shall be reduced in the same proportion as the actual period of use is reduced from the regular billing period.

G. Failure to Receive a Bill. Failure to receive a bill does not relieve the Member of the obligation to pay for services received.

H. Checks Not Honored by Bank. Checks presented in payment of bills that are returned by a bank shall be treated as though no payment had been made and a \$25.00 handling charge will be levied by MCWRD plus any additional charges of the bank. Redemption of returned checks may be required to be by cash or equivalent. The Member must reimburse MCWRD for any returned check fees charged by a bank to MCWRD.

I. Multiple Water Bills. For the purpose of computing charges, each meter will be considered separately, and readings of multiple meters will not be combined, except where a battery of smaller meters has been installed in lieu of a larger one for MCWRD's convenience. In such cases, charges will be computed as if the water used has been measured through a single meter.

J. Estimated bills. If a meter cannot be read because of obstructions or other causes, an estimate shall be made of the quantity of water used, and a bill shall be issued for the estimated service. The next succeeding bill, which is based upon actual meter readings, will reflect the difference between prior estimates and actual consumption. If a meter is found to be non-operable, consumption shall be estimated and billed, considering all pertinent factors.

K. Billing Adjustments. Where billing adjustments are processed for inaccurate meter recordings or other usage adjustment, if the meter has:

1. In the case of under-recorded usage of water, the adjustment shall be only for the period of the most recent six (6) months of usage.
2. In the case of over-recorded water usage, the adjustment shall be made only for the period of the most recent six (6) months of usage.

A Member, who because of an adjustment to his bill owes MCWRD money for service, may pay that amount over a three (3)-month period. MCWRD shall credit the Member who was overcharged because of an inaccurate meter no later than 30 days after the overcharge is determined.

L. Disputed Bills. In the case of a dispute between a Member and the MCWRD as to the correct amount of any bill rendered by MCWRD for water service furnished to the Member, the Member will deposit with MCWRD the amount claimed by MCWRD to be due. The Member shall present a claim, in writing, at MCWRD's office before the bill becomes delinquent on the 10th of the month. If such claim is made after the bill has become delinquent, it shall not be effective in preventing discontinuance of service, in accordance with policy. The Member may pay such bill under protest and said payment shall not prejudice his claim.

M. Failure to Make Deposit. Failure on the part of the Member to make such deposit within fifteen (15) days after written notice by MCWRD that such deposit be made or service may be discontinued, shall warrant MCWRD in discontinuing the service to the Member without further notice.

N. Dispute Resolution. In the event of dispute between the Member and the MCWRD, respecting any bill, charge or service, MCWRD shall forthwith make such investigation as shall be required by the particular case, and report the result thereof to the Member. In the event that the complaint cannot be satisfactorily adjusted, MCWRD or Member may make application to MCWRD for adjustment of

the complaint, If Member disagrees with the outcome, Member has the right to request review by the Board. If MCWRD remains in disagreement with the member, MCWRD may avail itself of other remedies provided in these policies or available by law.

O. No banking of water will be allowed. If MCWRD discovers a reading on a meter lower than the amount billed for, no credit will be given.

P. Meters will be tested at the request of the Member. If the meter is found to over-register beyond three percent of the correct volume, no test charge will be made to the Member. If the meter is found to be within three percent of the correct volume the Member shall be responsible for all cost incurred to perform meter tests.

Q. MCWRD may use whatever means available to them to effectively recover payment of water bills, materials and supplies, or any other services performed by MCWRD. Such accounts will be treated as delinquent accounts and the charges applicable to such accounts will be charged. Additional expenses incurred by MCWRD to make payment good will be chargeable to the Member, including any attorney's fees and costs expended in connection with collecting a delinquent account.

R. MCWRD may refuse personal checks for payment of amounts due from Members who have established an unreliable payment record, or MCWRD may require a security deposit in the amount as set by the MCWRD Board or more.

S. If a meter is not operating correctly, the Member must notify MCWRD immediately, so the meter can be replaced. Failure to do so will subject the Member to fines imposed at the discretion of the MCWRD Board.

VII. PAST DUE ACCOUNTS

The policy on Past Due accounts is as follows:

A. Thirty (30) day accounts shall receive a special notice of past due account.

B. The Manager will extend an effort for successful collection and to achieve proper settlement.

C. Water service shall be shut off and membership shall be terminated at any location where steps #A or #B have been futile and a notice stating cause for action has been delivered to the Renter/Member.

D. If MCWRD expends attorney's fees and costs to collect past due accounts, those costs will be paid to MCWRD by Member if MCWRD is successful against Member in litigation.

VIII. DISCONNECTION OF SERVICE WITHOUT NOTICE

- 8.1 MCWRD reserves the right to discontinue its service without notice for the following reasons:
1. Prevention of fraud or abuse.
 2. Willful disregard of MCWRD rules by the Member.
 3. Emergency repairs.
 4. Insufficiency of supply due to circumstances beyond MCWRD's control.
 5. Legal processes.
 6. Direction of public authorities.
 7. Strike, riot, fire, accident or any unavoidable cause.
 8. Tampering with meter, curb stop or other equipment of MCWRD.
 9. Diverting water to another user or for a use other than Member's classification.
- 8.2 Discontinuance Charges. If service is discontinued for non-payment of water bills or other violations of this Handbook, the Customer shall pay a turn-off charge according to the schedule below. Before service is restored, all accrued water charges must be paid, or payment arrangements acceptable to MCWRD must be made in addition to a turn-on charge in an amount equal to the charge for turn-off according to the MCWRD fee schedule.
- 8.3 For Fraudulent Use of Service. When MCWRD has discovered that a Customer has obtained service by fraudulent means, or has altered the water service for unauthorized use, the service to that Customer may be disconnected without notice and penalties may be assessed pursuant North Dakota Century Code 49-04.1-02, as applicable. MCWRD will not restore service to such Customer until that Customer has complied with all filed rules and reasonable requirements of MCWRD and MCWRD has been reimbursed for the full amount of the service rendered and the actual cost that MCWRD incurred by reason of the fraudulent use.
- 8.4 Should the Customer reactivate the Service, without the consent of MCWRD, an additional charge as set by the MCWRD Board will be made for each such occurrence. Service will be considered to have been disconnected when an employee of MCWRD has been dispatched for that purpose. Termination of water service shall be in accordance with this Handbook.

- 8.5 Fee for Turn-Off at Main. Should it become necessary to enforce discontinuance of service, to shut off the Service at the main, a charge equal to the cost of labor, equipment, road cut fees and materials will be made. Said charge will be not less than \$500.00.

IX. NEW APPLICATION

A. Potential Members not currently served by the System shall make application to the Board of Directors by stating the location and an estimated amount of water to be used in a month. The Application must be accompanied by the appropriate hookup fees and engineering fees as required by policy. The Board of Directors, consulting with Management and Engineering, shall determine the feasibility of providing the service. Feasibility will be based on supply and economics of extending the service. Upon approval, the Applicant will must sign the Water System Membership Agreement and make the payment as determined by the Board. The Membership fee is non-refundable. Any actual engineering fees in excess of the Application engineering fees will be assessed from the initial hookup fee. The remaining hookup fee paid with the Application will be credited toward the Membership fee.

B. MCWRD may supply service for temporary purposes, provided MCWRD has water available in excess of regular needs, and provided MCWRD has available material and equipment necessary to supply the service. The Board of Directors, along with Management and Engineering, shall determine the feasibility and economics of serving the Applicant. Each Applicant for such service must pay in advance to MCWRD the estimate of the cost of labor and materials for installing and removing such service, at the rates established by MCWRD for the classification of use.

C. MCWRD may reject any application for service not available under the standard rate, for service which involves excessive service cost, for service which may affect the supply of service to other Members, or for other good and sufficient reasons. The initial engineering fee required with the Application is non-refundable. In the event of rejection, the Applicant will be refunded the hookup fee paid, less any actual engineering fees incurred in excess of the initial engineering fee paid.

X. SERVICE TO PLATTED DEVELOPMENT AREAS

Where water service is requested by a Developer of a platted area, the existing schedule of Application fees are required to be submitted. If approved, the Board shall determine the conditions of providing such service and those conditions shall be based upon the specific costs to MCWRD. The Developer shall be required to furnish the Board of Directors all pertinent information on the development area.

Installation of Facilities by a Developer:

Subject to the provisions of applicable sections of these service rules, the following shall apply to the installation of all facilities that are to be installed by a Developer.

- A. The developer shall pay to MCRWD prior to the approval of any installation of water facilities or subdivision map, all applicable fees and charges in accordance with the rate schedule then in effect.
- B. Plans and Specifications for the water system improvements to be constructed by the developer shall be prepared by a North Dakota Professional Engineer retained by the developer and shall be approved by the Management of MCRWD, State of North Dakota Department of Health, and North Dakota Fire Marshal before construction is started.
- C. Plans and Specifications shall be designed in accordance with the approved construction standards for MCRWD. All plans shall use the following coordinate system: USA, North Dakota NAD83 North Dakota State Planes, North Zone, or US Foot ND83-NF.
- D. All water facilities shall be located within easements or rights-of-way. The Developer is responsible for obtaining such easements or rights-of-way. The easements or rights-of-way shall be granted to MCRWD. Water meter boxes shall be located outside of travel lanes and driveways and shall be protected from vehicular traffic, as determined by MCRWD.
- D. The Developer is responsible for providing third party construction inspection of all water facilities installed within MCRWD jurisdiction. All inspection records and photographic records shall be submitted to MCRWD at a minimum each week during installation. MCRWD shall also inspect as able and approve the installation of the water service facilities before service is provided (including water for construction purposes).
- E. The Developer shall submit one (1) hard copy set of as-built drawings as well as an electronic copy of the as-built drawings to MCRWD prior to final approval.
- F. Prior to installation, fire suppression systems to be connected to a main shall be approved by the fire department having jurisdiction.

XI. NON-MEMBER WATER USERS

A. All new renters or non-members will be required to deposit \$100.00 in advance for water service. For reason of non-payment of renter's deposit, water service will be shut off in no more than 30 days, or by decision of District Manager. The shut-off fee is applicable. Renter's deposit fee shall be greater than required amount if warranted in the discretion of District or Manager. The renter's deposit shall be returned to renter only after their exit from Member's location, and all water charges must be paid in full.

B. To discontinue service or to report a change of occupancy, not less than seven (7) days written notice shall be given by the Member to MCWRD office.

C. Membership holder is responsible for any unpaid bill left by a previous renter.

D. Bills for water will be figured in accordance with MCWRD's published rate schedule. The bills will be based on the amount consumed for the period covered by the meter readings except where a Member orders turn-off less than one month after turn-on. The minimum bill to such Member for such period shall be equal to the minimum charge for one full month's service, including charges for water used, at the established rate schedule.

XII. RE-APPLICATION

A. MCWRD may reject any application for service when the Applicant is delinquent in payment of bills incurred for service previously supplied at any other location.

B. If water service has been provided at another location and that service not paid for by either the Member or the owner of the premises, MCWRD shall not be required to render service to anyone at that location until satisfactory payment arrangements have been made. If it is found that there are any violations of the requirements relating to application of service, MCWRD may at the expiration of seven (7) days and after mailing a written notice to the last known address of the Member, shut off service, remove the meter and discontinue service.

C. Where the meter is thereafter re-installed, the Member shall first pay to MCWRD a re-connect service charge in accordance with Section 8.2.

XIII. ACCESS TO PREMISES

A. Duly authorized agents of MCWRD shall have access, at all reasonable hours, to the premises of the Member for the purpose of installing or removing

MCWRD's property, inspecting piping, reading or testing meters, or for any other purpose in connection with MCWRD's services and facilities. Each Member shall grant or convey, or shall cause to be granted or conveyed, to MCWRD a permanent easement and right of way across any property owned or controlled by the Member wherever said permanent easement and right of way is necessary for MCWRD's water facilities and lines, to enable MCWRD to furnish service to the Member.

XIV. GENERAL INFORMATION

A. Interruption of service to the Members for operations, repairs and maintenance, shall be planned whenever practical so that it shall be of the least inconvenience to the Members, and if possible shall be planned far enough in advance that the Members may be notified.

B. All service calls made on items that are not MCWRD's responsibility will be charged back to the individual Member at a rate established by the MCWRD Board and the applicable IRS rate for mileage. Hourly rate will be at time and half for calls before or after 8:00 AM – 4:30 PM, Monday – Friday and on McKenzie County Courthouse scheduled holidays

C. If an intentional theft and/or wrongful and malicious use of MCWRD water services is discovered, MCWRD can assess the Member's account for all penalties allowed pursuant North Dakota Century Code 49-04.1-02, as amended or supplemented. The statute currently allows the greater of \$1000 or three times the amount of the actual loss, plus the costs of investigation, disconnection, reconnection, service calls, employee and expert time, equipment charges, attorney's fees and costs.

D. MCWRD will not refund any of the membership fee if a Member wishes to terminate the account. In the event a Member shall breach the terms of the Membership Agreement resulting in termination of the account, in addition to paying any other obligations incurred, the Member agrees that damages in the amount of five thousand dollars (\$5,000) lump sum will be due to MCWRD to account for engineering, construction and administrative time incurred with the hookup.

E. In the event that any Renter/Member shall receive a discharge in bankruptcy relieving the Member from payment of any water statement, MCWRD will discontinue supplying water until the said Renter/Member shall pay in advance, as a deposit, an amount equal to three months of water use or an amount to be determined by the Manager.

F. Damage to MCWRD Property. Persons causing damage to MCWRD property by any willful or negligent act shall be responsible for full repayment of the costs of repair or replacement, at the option of MCWRD..

G. Tampering with MCWRD Facilities. No one except an employee or representative of MCWRD shall at any time, in any manner, operate the curb stops or valves, gates or valves of the MCWRD's system; or interfere with the meters or their connections, street mains or other parts of the system. Penalty for violation of this Article will be a fine as set by MCWRD Board for turning on a discontinued service and/or a fine as set by MCWRD Board for damage to or tampering with curb stops, valves or meters and their connections and a fine as set by the MCWRD Board for tampering with mains and their appurtenances, pursuant North Dakota Century Code 49-04.1-02 or other authority. These fines will be imposed for each occurrence.

Cross-Connections. No connections shall be permitted between MCWRD water supply system.

H. Service Connection Restrictions. MCWRD reserves the right to prohibit connections to certain mains when, in its opinion, such connections may impair the integrity of such mains or when the location of such connection would not be conducive to orderly development and planning of the distribution system. In such conditions, consideration will be given to main extension or alternate means of supply.

J. Relief Valves and Expansion Tanks. As a protection to the Customer's plumbing system, a suitable pressure relief valve and expansion tank must be installed and maintained by the Customer at his/her own expense.

K. Backflow Prevention Assembly. Whenever back flow protection has been found necessary on a water supply line entering a Customer's premises, then any and all water supply lines from MCWRD's mains entering such premises, buildings or structures shall be protected by an approved backflow prevention assembly regardless of the use of the additional water supply lines. The approved backflow prevention assemblies will be inspected and tested initially by MCWRD. The assemblies shall be tested annually or more frequently if specified by MCWRD and must be overhauled or replaced whenever they are found defective. All costs of periodic testing, repair and maintenance shall be borne by the Customer. MCWRD may immediately discontinue the service of water to any premises if any defect is found in the backflow prevention assembly, if it has not been tested as specified, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

XV. MEMBERSHIP AGREEMENT

Copies of the applicable approved McKenzie County Water Resources District Water System Membership Agreements for various categories of Membership are attached hereto and made a part of this Handbook. Any provision of the Membership Agreement not discussed above is a valid part of this Handbook. Membership Agreement forms are subject to change upon approval of the Board.

FIXTURE UNIT COUNT TABLE	
Based on the Uniform Plumbing Code (UPC)	
Fixture	Fixture Unit Value
Bar Sink	1
Tub/Shower/Whirlpool	4
Dishwasher	1.5
Drinking Fountain	0.5
Hose Bib	2.5
Each Additional Hose Bib	1
Kitchen Sink	1.5
Laundry Tub	2
Bathroom Sink	1
Shower Head	2
Toilet	2.5
Urinal	5
Flush Tank Urinal	3
Washer	4

Janitor Mop Basin	3
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For Fixtures not listed, refer to the current version of the Uniform Plumbing Code (UPC).