

## RULES AND REGULATIONS

Revised June 28, 2022

### I Service Application

- a. Any bona fide owner of a single family dwelling, or of a residential unit in an auto court, duplex, or multiple dwelling building, or any person holding property outside BBP Water Corporation town limits, having reasonable accessibility to the Company's water supply, who desires to have city water supplied to his/her place of occupancy or property must be a Member of this Company by obtaining a membership certificate from the Company. Persons who pay the required fees may be admitted to membership upon subscribing for a membership certificate and by signing such agreements for the purchase of water as may be provided and required by the Company, provided that no person otherwise eligible shall be permitted to subscribe for or require a membership of the Company, if the capacity of the Company's water system is exhausted by the needs of its existing members. A fee of \$100.00 shall be paid per membership. Only one such fee need be paid by any Member, irrespective of the number of connections one requests.
- b. Any previously owed bills must be paid in full before you are eligible for a membership.
- c. Violation of any provision of these rules, Water User's Agreement, Bylaws or any other regulation of the Company, the Company may remove the meter and/or discontinue service. If the meter is thereafter reinstalled or services are continued, the Member shall first pay to the Company a service call fee of Fifty Dollars (\$50.00). If the Member voluntarily requests removal of his/her meter for a definite or indefinite period or to remove from monthly billing, the fee will be Twenty-Five Dollars (\$25.00).
- d. The individual in whose name the membership certificate is prepared shall be responsible for payment of all bills incurred in connection with the service rendered unless the account is the responsibility of the lessee of the property and the lessee requests his/her name on the account as the responsible party for payment.
- e. BBP Water Corporation does not guarantee that full capacity for water service will be available to all customers during periods of emergency or exigent breakdown of equipment. In the event of any water restrictions required by the State of Indiana, or EPA or as determined by the BBP Water Corporation, water usage may be restricted, reduced or curtailed to any or all industrial and/or commercial customers at the sole discretion of BBP Water Corporation before any residential customers usage is curtailed. BBP Water Corporation will notify commercial or industrial users as reasonably soon as practical when such events would occur.

### II Initial or Minimum Charges

- a. Except as provided in Paragraph C above, the flat minimum monthly rate, as set up in the water rate schedule for the year, will be payable irrespective of whether any water is used by the Member during any month.
- b. A tap fee of two-thousand, two-hundred sixty-five dollars (\$2265.00) and Fifty-Five Dollars (\$55.00) for a state highway permit if applicable, shall be paid for each new meter installation where a 5/8 inch meter is used, regardless of location. Each member by paying such tap fee for each meter may subscribe for as many connections as he

needs. For a non-residential customer, the tap fee will be adjusted on the basis of equivalent user average of 121 gallons per day.

- c. Water furnished for a given lot or farmstead shall be used on that lot only. Each Member's service or services must be separately metered at a single delivery and metering point for each connection. All commercial use shall be metered separately from any residential use, and vice versa.
- d. Inactive Water Accounts: The Member shall be responsible for the payment of a minimum charge for 65% of the meter size placed in service at the member/customer's address. Should the member/customer consume water, the member/customer will be billed at the standard rate.
- e. Multi-Use Assessment: There shall be an additional charge of 65% of the minimum water rate per user of water with a separate physical address who consumes water from the master meter at the address of the master meter. This additional charge shall be subject to change based upon increased cost experienced by BBP Water Corporation.

### III Company's Responsibility

- a. The Company will install, maintain and operate a main distribution pipe line or lines from the source of water supply, and service lines from the main distribution line or lines to the property line of each Member of the Company, at which points, designated as delivery points, meters purchased, installed, owned and maintained by the Company, shall be placed. The cost of the service line or lines from the main distribution line or lines of the Company to the property line of each Member shall be paid by the Company. The Company will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve owned and maintained by the Company, and installed on some portion of the service line owned by the Company. The Company shall have the sole and exclusive right to use such cut-off valve and to turn said valve on and off.
- b. Each Member shall be entitled to one (1) service line from the Company's water system, provided that the Member shall be required to pay the prevalent tap fee for each service line. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the Company's water system at a place nearest available to that of desired use by the Member, if the Company's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the Company's water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the Company. Each member will be required to dig or have dug a ditch, to purchase, install and maintain the service line or lines from the meter located at or on the property line of the Member of his/her own dwelling (or other place of use on his/her premises) at his/her own expense.

### IV Company's Liability

- a. The Company does not assume the responsibility of inspecting the Member's piping or apparatus, and will not be responsible therefore.

- b. The Company reserves the right to refuse service unless the Member's lines or piping are installed in such manner as to prevent cross-connections or back-flow.
- c. The Company shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's premises; unless such damage results directly from negligence on the part of the Company.
- d. The Company shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the Member's premises. The Company shall not be responsible for negligence of third persons or forces beyond the control of the Company, which may result in interruption of service.
- e. Under normal conditions, the Members will be notified of any anticipated interruptions of service.

#### V Member's Responsibility

- a. Piping on the premises of the Member must be so installed that the connections are conveniently located to the Company lines and mains.
- b. If the Company is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- c. The Member shall provide a place of metering which is unobstructed and accessible at all times.
- d. The Member shall furnish and maintain a private cut-off valve on the Member's side of the meter. The Company will provide a like valve on the Company's side of such meter.
- e. The Member's piping and apparatus shall be installed and maintained by the Member, and at his/her expense, in a safe and efficient manner and in accordance with the Company rules and regulations and in full compliance with sanitary regulations.
- f. No private system using water from a surface source (cistern, dug well, lake, pond or stream) may be physically connected in any way to plumbing carrying water from the Company's water mains.
- g. No private system using water from a drilled well or other non-surface water source may be physically connected to plumbing carrying water from the Company's water mains. The Member shall guarantee proper protection for the Company's property placed on the Member's premises, and shall permit access to it only by authorized representatives of the Company.
- h. In the event any loss or damage to the property of the Company, or any accident or injury to persons or property, is caused by or results from the negligence or wrongful act of the Member, his/her agent or employees, the cost of the necessary repairs or any liability resulting from said negligent acts shall be assumed by the Member.
- i. The amount of any such loss or damage, or the cost of repairs, shall be added to the Member's bill and, if not paid, service may be discontinued by the Company.
- j. Water shall not be used for irrigation, fire protection, or other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

#### VI Access to Premises

- a. Duly authorized agents of the Company shall have access to the premises of the Member at all reasonable hours for the purpose of installing or removing Company

property, inspecting piping, reading or testing meters or for any other purpose in connection with the Company's service and facilities.

- b. Each Member shall grant or convey, or shall cause to be granted or conveyed to the Company a permanent easement and right of way across any property owned or controlled by the Member when such permanent easement and right of way is necessary to enable the Company to furnish service to the Member.

#### VII Change of Occupancy

- a. The Member must give not less than one week's notice, in person or by calling the water office, when service is to be discontinued or occupancy changed
- 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 longer.

#### VIII Meter Reading – Billing – Collection

- a. Meters will be read and bills rendered monthly, but the Company reserves the right to vary the dates or length of period covered.
- b. Bills for water will be figured in accordance with the Company's published rate schedule and will be based on the amount consumed for the period covered by the meter readings. Except where a Member orders turn-on or turn-off and it's less than the minimum usage, then the bill will be prorated
- c. Charge for service commences when a meter is installed and a connection made, whether or not used.
- d. Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or the same or different Members, or for the same or different services.
- e. All bills for water services not paid within the due date thereof, as stated in such bills, shall be subject to the collection or deferred payment charge of 10% .
- f. Failure to receive bills or notices will not prevent such bills from becoming delinquent nor relieve the Member from payment.

#### IX Suspension of Service

- a. Upon discontinuance of service for non-payment of bills, the prevailing value of the membership certificate will be applied by the Company toward settlement of the account. If the membership certificate is not sufficient to cover the bill, the Company may proceed to collect the balance in any manner provided by law.
- b. Service discontinued for non-payment of bills will be restored only after all bills are paid in full, in accordance with Paragraph I (B) hereinabove.
- c. The Company reserves the right to discontinue its service without notice for the following additional reasons:
  - i. To prevent fraud or abuse
  - ii. Member/Customer's willful disregard of the Company's rules
  - iii. Emergency repairs
  - iv. Insufficiency of supply due to circumstances beyond the Company's control
  - v. Legal process
  - vi. If directed by competent public authority
  - vii. Strike, riot, fire, flood, accident or any unavoidable cause

- d. The Company may, in addition to prosecution by law, permanently refuse service to any Member who has tampered with a meter or other measuring device.

X Complaints – Adjustment

- a. If a Member believes his/her bill to be in error, the Member shall present the claim in person or in writing, to the office staff before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not prevent discontinuance of service. The Member may pay such bill under protest and said payment shall not prejudice his/her claim.
- b. Meters will be tested at the request of the Member upon payment to the Company of the actual cost to the Company of making the test, provided, however, if such test discloses the meter to be faulty, no charge will be made.
- c. If the seal of a meter is broken by someone other than the Company's representative, or if the meter fails to register correctly or is stopped for any cause, the Member shall pay an amount estimated from the record of his/her previous bills and/or from other proper data.

XI These Rules and Regulations are incorporated into the Water Customer Agreement as if fully stated therein.

XII The Water Customer of the Company who is not a Member of the Company but who has agreed to a Water Customer Agreement with the Company hereby acknowledges to be bound by each and every rule and regulation that is applicable to a Member of the Company.

XIII The Member/Customer acknowledges and agrees that the water meter pit and/or fixtures within the water meter pit are the property of BBP and may not be accessed and/or disturbed by the Member/Customer. Should the Member/Customer access the meter pit without permission of BBP, such act will be considered a material breach of these Rules & Regulations; and may constitute forfeiture of the membership/water service held by the Member and/or the forfeiture of water service to the Customer. If the Member/Customer determines there is any problem with the meter pit and/or the meter pit lid, they are to notify BBP as quickly as possible.

XIV Abridgement or Modification of Rules

- a. No promise, agreement or representation of any employee of the Company shall be binding upon the Company, except as it shall have been agreed upon in writing, signed and accepted by the officers or officer of the Company.
- b. No modifications of rates or any of the rules and regulations shall be made by any agent of the Company.
- c. The word "Company" used herein applies to BBP Water Corporation. The word "Member" used herein applies to the members of said Company.