

**PATRIOT MUNICIPAL WATER UTILITY
RULES AND REGULATIONS**

_____, 2025

I. Service Classification

- a. There shall be no distinction between Commercial or Residential service in this category.

II. Service Application

- a. Any bona fide occupant of a single family dwelling; or to each residential unit in an auto court, duplex, or multi dwelling building; or person holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy or property may be a User of this Utility. Persons who receive the approval of the Town Board, or the designee of the Town Board, may become Users of the Utility upon execution of a user's agreement, providing an easement for the installation of Utility lines and equipment on the Users property, and by signing such other agreements for the purchase of water as may be provided and required by the Utility, provided that no person otherwise eligible shall be permitted to subscribe for or require inclusion as a User of the Utility if the capacity of the Utility's water system is exhausted by the needs of its existing Users. Fees shall be paid pursuant to the schedule of fees adopted by the Town Board.
- b. Upon violation of any of the provisions of these rules, by-laws or any other regulation of the Utility, the Utility may remove the meter and discontinue service. Where the meter is thereafter re-installed, the User shall first pay to the Utility re-installation charges and any other applicable charges.
- c. The individual or entity in whose name the User's Agreement is prepared shall be responsible for payment of all bills incurred in connection with the service rendered.

III. Initial or Minimum Charges

- a. Each User shall pay at least the minimum charges, **billed monthly or bimonthly** as established by the Town Board for all Users of the Utility.
- b. The tap fee as determined by the Town Board shall be paid for each new meter installation where a ____ by ____ inch meter is used, regardless of location.
- c. Water furnished for a given property shall be used on that property only. Each Users service must be separately metered at a single delivery and metering point. All commercial use, including storerooms and stalls for business purposes shall be metered separately from any residential use and vice-versa.

IV. Utility's Responsibility

- a. The Utility will install, or cause to be installed, maintain and operate a main distribution pipeline or lines from the source of water supply, and service lines from the main distribution line or lines to the property line of each User of the Utility at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the Utility shall be placed. The cost of the service line or lines from the main distribution line or lines of the Utility to the property line of each User shall be paid by the User or User's. The Utility will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Utility and to be installed on same portion of the service line owned by the Utility. The Utility shall have the sole and exclusive right to use such cut-off valve to turn it on and off.
- b. Each User shall be entitled to not to exceed one (1) service line from the Utility's water system unless otherwise approved by the Town Board or its designee and provided that the User shall be required to pay the prevalent tap fee, and any other fees established by the Town Board, 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 Utility's water system, at the nearest available place to the place of desired use by the User if the Utility'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 Utility'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 Utility. Each User will be required to purchase and install, and to maintain such portion of the service line or lines from the property line of the User to his own dwelling or other place of use on his premises at his own expense.

V. Utility's Liability

- a. The Utility does not assume the responsibility for inspecting the User's piping or apparatus and will not be responsible therefor. The Utility shall have no responsibility to inspect or advise the User regarding water pressure delivered to the User and the User is solely responsible for taking measures necessary to regulate pressure in order to avoid damage to User's premises or to appliances.
- b. The Utility reserves the right to refuse service unless the User's lines or piping are installed in such manner as to prevent cross-connection or back-flow.
- c. The Utility shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the User's premises, unless such damage results directly from negligence on the part of the Utility. The Utility shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the User's property. The Utility shall not be responsible for negligence of third persons, or forces beyond the control of the Utility resulting in any interruption of service.
- d. Under normal conditions, the User will be notified of any anticipated interruptions of service.

VI. User's Responsibility

- a. Piping on the premises of the User must be so installed that the connections are conveniently located with respect to the Utility's lines and mains.
- b. If the Utility is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

- c. The water meter shall be accessible at all times.
- d. The User shall furnish and maintain a private cut-off valve on the User's side of the meter, adjacent to the meter pit. The Utility will provide a like valve on the Utility's side of such meter.
- e. The User's piping and apparatus shall be installed and maintained by the User at the User's expense in a safe and efficient manner and in accordance with the Utility rules and regulations and in full compliance with sanitary regulations of the State Board of Health.
- f. The User shall guarantee proper protection for the utility's property placed on the User's premises and shall permit access to it only by authorized representatives of the Utility.
- g. In the event that any loss or damage to the property of the Utility or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the User, his agent or employee, the cost of the necessary repairs or replacements shall be paid by the User to the Utility and any liability otherwise resulting shall be assumed by the Utility.
- h. The amount of such loss or damage or the cost or repairs shall be added to the User's bill and if not paid, service may be discontinued by the Utility.
- i. Water furnished by the Utility shall be used for domestic consumption by the User, Users of his household, and employees only. The User shall not sell water to any other person or permit any other person to use said water. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

VII. Extensions to Mains and Services

- a. The Utility will supply service for temporary purposes, provided that the Utility has water available in excess of the Utility's regular needs, and provided the Utility has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Utility the Utility's estimate of cost of labor and materials for installing such service.

- b. The Utility will construct extensions to its water lines to points within its area but the Utility shall not be required to make such installations unless the User complies with the Utility's policies on water line extensions in effect at the time. The Utility will pay subsequent connector fees according to law.
- c. All line extensions shall be evidenced by an agreement signed by the Utility and the person or persons advancing funds for said extension, but each contract shall be null and void unless approved by the Town Board.

VIII. Access to Premises

- a. Duly authorized agents of the Utility shall have access, at all reasonable hours, to the premises of the User for the purpose of installing or removing Utility property, inspecting piping, reading or testing meters or for any other purpose in connection with the Utility's service and facilities.
- b. Each User shall grant or convey, or shall cause to be granted or conveyed to the Utility a permanent easement and right-of-way across any property owned or controlled by the User wherever said permanent easement and right-of-way is necessary for the Utility's water facilities and lines, so as to be able to furnish service to the User.

IX. Change of Occupancy

- a. Not less than one week notice must be given in person or in writing to the Utility to discontinue service or to 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. A fee as determined by the Town Board shall be made for each meter turn-on or cut-off, other than change of occupancy.

X. Meter Readings - Billing - Collecting

- a. Meters will be read and bills rendered monthly or bimonthly, as the Town Board may determine from time to time, but the Utility reserves

the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.

- b. Bills for water will be figured in accordance with the Utility's published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a User orders turn-on, the minimum bill to such User for such period shall be equal to the minimum charge for one full billing cycle, whether monthly or bi-monthly.
- c. Charge for service commences when meter is installed and connection made, whether used or not.
- d. Readings 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 for the same or different Users, or for the same or different services.
- e. Bills are due when rendered, delinquent after thirty (30) days after the regular billing date, and if payment is not made then service may be discontinued by the Utility upon seven (7) days written notice to the User.
- f. Users are responsible for water loss due to service line breaks or leaks in service line or in their building's plumbing. The Utility may give the User three months to pay their bill as follows:
 - 1) The first month, the User pays 1/3 of the bill with penalties being added to the remainder.
 - 2) The second month, the User pays their current bill plus the second third of the previous bill with penalties being added to the remainder.
 - 3) The third month, the User pays their current bill plus the final payment of the bill resulting from the line break or leak.

If this schedule causes financial hardship on the User, the User may appeal to the Town Board for another payment schedule by Calling the Office @812-594-2243, or E-mail linda@patriotmunicipalutilities.com, which the Town Board may grant in its discretion. If the User does not

comply with the payment schedule, service will be shut off until payment is made.

- g. In the event CUSTOMER breaches the user's agreement with the UTILITY, by failing, without just cause, to pay the rates and charges established by the UTILITY, CUSTOMER agrees to pay any and all arrearages owed to the UTILITY, together with any other fees applicable under these Rules and Regulations, or under the User's Agreement, together with not more than five hundred dollars (\$500.00) as liquidated damages.
- h. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the User from payment. Failure by the Utility to negotiate payments shall not relieve the User of the duty to pay for the service

XI. Suspension of Service

- a. Upon discontinuance of service for non-payment of bills any deposit or other monies held by the Utility on behalf of the User will be applied by the Utility toward settlement of the account. Any balance will be refunded to the User, but if deposits or other funds held by the Utility are not sufficient to cover the bill, the Utility may proceed to collect the balance in the usual way provided by law for the collection of debts.
- b. Service discontinued for non-payment of bills will be restored only after bills are paid in full, or upon execution of a proper payment schedule as set forth herein or approved by the Town Board, and upon payment a service charge as established by the Town Board for reconnection.
- c. The Utility reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. User's willful disregard of the Utility's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of supply due to circumstances beyond the Utility's control.
 - 5. Legal process
 - 6. Direction of public authorities.

7. Strike, riot, fire, flood, accident or any act of nature or unavoidable cause.
- d. The Utility may in addition to prosecution by law, (other legal rights), permanently refuse service to any User who tampers with a meter or other measuring device, or fails to pay for Utility meter or related equipment damaged.

XII. Complaints - Adjustments

- a. If the User believes his bill to be in error, he shall present his claim, in person or in writing, to the Utility Manager/Clerk Treasurer at 812-594-2243 or linda@patriotmunicipalutilites.com, for resolution before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service, The User may pay such bill under protest and present his complaint to the Utility Manager. Payment under protest shall not prejudice the User's claim regarding the bill. If the Utility Manager is unable to resolve the dispute, the User may seek review of the situation by the Town Board.
- b. The Utility will make special meter readings at the request of the User for a fee as determined by the Town Board, provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.
- c. Meters will be tested at the request of the User upon payment to the Utility of the actual cost to the Utility of making the test provided.
- d. If the seal of a meter is broken by other than the Utility's representative or if the meter fails to register correctly or is stopped for any cause, the User shall pay an amount estimated from the record of his previous bills and/or from other proper data.
- d. Users may, from time to time, have complaints regarding issues other than billing. Under such circumstances, the User shall make a complaint in person or in writing to the Utility field supervisor or utility superintendent. The Utility field supervisor/superintendent shall cause an investigation into the complaint to be made and resolve the issue if possible. If the Utility supervisor/superintendent is unable to resolve the complaint, the User may seek review by the Town Board.

XIII. Changes or Modification of Rules

- a. No promise, agreement or representation of any employee of the Utility shall be binding upon the Utility, except as it shall have been agreed upon in writing, signed and accepted by, and acknowledged by the Town Board.

- b. No modification of rates or any of the rules and regulations shall be made by any agent of the Utility.

- c. The word "Utility" used herein applies to Patriot Municipal Water Utility. The word "User" used herein applies to the Users of said Utility.

XIV. Adoption of Rules

The foregoing Rules and Regulations were duly adopted by the Town Board of the Town of Patriot on the _____ day of _____, 2025.

Agreed this _____ day _____, 2_____.

Patriot Municipal Water Utility
By Town Board President

_____ User Signature

Clerk-Treasurer/Office Manager
linda@patriotmunicipalutilities.com
812-594-2243

Field Supervisor
shawn@patriotmunicipalutilities.com
812-221-0157

User

Superintendent
joey@patriotmunicipalutilities.com
812-221-0135

—